



## BOARD OF COMMISSIONERS REGULAR MEETING

Tuesday, September 02, 2025 at 6:00 PM

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

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

### AGENDA

#### 1. PRESENTATIONS

#### 2. MEETING OPENING

2.1. Pledge of Allegiance & Invocation

2.2. Call to Order

2.3. Roll Call

#### 3. ADOPTION OF AGENDA

3.1. Additions/Deletions

#### 4. PROCLAMATIONS

4.1. National Recovery Month

4.2. Ovarian Cancer Awareness Month

#### 5. DISCUSSION

5.1. County Manager's Report/Update

5.2. Policy - Unfunded Liability of Defined Benefit Plan

#### 6. OLD BUSINESS

6.1. LU25-0199 & Z25-0198 - Land Use Change from Suburban to Employment Center and Rezone 2.64 acres from A1 to B3 for outdoor storage and car repair-Applicant/Owner: Melody C. Jackson Moon - Property located at 1350 Mountain Creek Church Road/Parcel C1210079A00 - District 6 - (Tabled on 8/5/25)

#### 7. PLANNING & DEVELOPMENT

7.1. LU25-0063/Z25-0062 - Land Use Change from Suburban to Highway Corridor and Rezone 7.0 acres from R1 to B2 for mini warehouse storage facility and Variance to allow cross district access - Applicant: Angel Zurita - Owners: Pablo & Maria Zurita - Property located at 257 Highway 81 - Map/Parcel C0540258 - District 3

*Planning Commission recommended approval with the following conditions: 1) all downward lighting; 2) no outside storage.*

- 7.2.** Z25-0249 - Rezone 2.45 acres from A1 to A to grow and sell cut flowers for retail and wholesale purchase - Applicant: CJ Higgs-Barros - Owners: CJ & Nicholas Higgs-Barros - Property located at 3685 McCullers Road - Map/Parcel C0100015F00 - District 2

*Planning Commission recommended approval as submitted.*

- 7.3.** Z25-0250 - Rezone 7.27 acres from A1 to A to grow vegetables and livestock for a non-profit organization and educational tours - Applicant: Henry G Reid, Jr. - Owners: Chance & Eva Reid - Property located at 611 Youth Jersey Road - Map/Parcel C0640094 - District 3

*Planning Commission recommended approval with the following conditions: 1) livestock for tours only; 2) follow county guidelines on animals; 3) no commercial sale of produce.*

- 7.4.** Z25-0253 - Rezone 84.16 acres from A1 and A2 to R1OSC for a residential subdivision - Applicant: Reliant Homes GA, LLC - Owner of Map/Parcel C0660035 is Alcovy Builders Inc. - Owner of Map/Parcel C0650056 and a part of Map/Parcel C0650057 is MFT Land Investments, LLC - Property located on Youth Jersey Road and Monroe Jersey Road - District 3

*Planning Commission recommended approval as submitted.*

- 7.5.** LU25-0256 and Rezone Z25-0257 – Land Use Change from Employment Center to Suburban and Rezone 121.43 acres from A1 to A1 2400 Overlay for a residential subdivision - Applicant: JW Residential Group, LLC – Owner: 3SD, LLC - Property located on Rowe Road and Highway 78 – Map/Parcel C0750154 - District 3 and District 5

*Planning Commission recommended approval as submitted with the following condition: commercial corridor disclosure to be in the sales agreement.*

- 7.6.** Impact Fee Schedule

## **8. ORDINANCE**

- 8.1.** Amending Animal Control Ordinance - Obstruction of an Animal Control Officer
- 8.2.** Amending Animal Control Ordinance - Licensable Activity
- 8.3.** Amending Animal Control Ordinance - Microchipping
- 8.4.** Amending Animal Control Ordinance - Backyard Breeding
- 8.5.** Amending Animal Control Ordinance - Removal of Animals Locked in Vehicles
- 8.6.** Amending Animal Control Ordinance - Definitions

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

- [9.1.](#) Approval of August 5, 2025 meeting Minutes
- [9.2.](#) Contracts & Budgeted Purchases of \$25,000 or Greater
- [9.3.](#) Ratification of Actions taken by WCWSA on August 22, 2025
- [9.4.](#) Acceptance of Grant in the amount of \$70,968.00 - Walton County Health Care Foundation - Walnut Grove Park Community Center
- [9.5.](#) IGA Renewal - City of Monroe - Cardboard Recycling
- [9.6.](#) IGA - City of Loganville - New Azalea Regional Library
- [9.7.](#) 2026 Holiday Schedule
- [9.8.](#) MOU - Partnership for Families, Children and Youth

**10. FINANCE**

- [10.1.](#) Resolution - FY26 Budget Amendments
- [10.2.](#) Resolution - Project Length Budget for Deep Patching/Resurfacing and FY26 Budget Amendment

**11. CONTRACTS**

- [11.1.](#) Axon Enterprise, Inc. - Interview Rooms - WCSO (subject to final review by Co. Attorney)
- [11.2.](#) My Justice Portal - WCSO (subject to final review by Co. Attorney)
- [11.3.](#) MedTrust, LLC (MedHealth) - Inmate Medical (subject to final review by Co. Attorney)
- [11.4.](#) Summit Food Service, LLC - Jail (subject to final review by Co. Attorney)
- [11.5.](#) PayTel Communications, Inc. - Jail (subject to final review by Co. Attorney)

**12. ACCEPTANCE OF BIDS/PROPOSALS**

- [12.1.](#) Acceptance of Proposal - Debris Removal - Walton Co. EMA
- [12.2.](#) Acceptance of Proposal - Debris Monitoring - Walton Co. EMA

**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 at 770-267-1301 at least 48 hours prior to the meeting and arrangements will be made.

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

For more information, please contact Rhonda Hawk.



## RECOVERY MONTH 2025 PROCLAMATION

- WHEREAS,** behavioral health is an essential part of one's overall health and well-being; and
- WHEREAS,** recovery from addiction occurs every day through a variety of recovery support services and treatment programs; and
- WHEREAS,** prevention of substance use disorders works, treatment is effective, and people recover across Georgia and around the nation; and
- WHEREAS,** millions of people across the United States are living happy, joyous, and free in long-term recovery; and
- WHEREAS,** the 2025 Georgia Recovers bus tour celebrates "**Georgia Recovers in Communities**" and recognizes we are never alone on this journey through recovery; and
- WHEREAS,** the Georgia Recovers bus tour will deliver over 100 Overdose Reversal Kits to communities across Georgia to be accessible in local government buildings; and
- WHEREAS,** education throughout our communities about recovery and addiction is essential to combating the stigma and discrimination faced by many people in recovery; and
- WHEREAS,** to help more people experience and sustain long-term recovery, the Georgia Department of Behavioral Health and Developmental Disabilities, the Georgia Council for Recovery, and the Georgia General Assembly Working Group on Addiction and Recovery, invite all residents of the State of Georgia to participate in National Recovery Month.

**NOW, THEREFORE, I, David G. Thompson,** Walton County Commission Chairman, and on behalf of the Walton County Board of Commissioners, by virtue of the authority vested in me by the laws of Walton County do hereby proclaim the month of September 2025,

### National Recovery Month

In, Walton County, Monroe, Georgia, and call upon the people of Walton County to observe this month with appropriate programs, activities, and ceremonies to support this year's **Recovery Month** theme, "**Georgia Recovers in Communities.**"

In Witness Whereof, I have hereunto set my hand this 2nd day of **SEPTEMBER**, in the year of our Lord two thousand twenty-five, and the Independence of the United States of America the two-hundred and forty-ninth.

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David G. Thompson, Chairman  
Walton County Board of Commissioners



**PROCLAMATION**  
**Ovarian Cancer Awareness Month September 2025**

**WHEREAS,** ovarian cancer is the fifth leading cause of cancer-related deaths among women in the United States and causes more deaths than any other cancer of the female reproductive system; and

**WHEREAS,** in the United States, a woman's lifetime risk of being diagnosed with ovarian cancer is about 1 in 78; and

**WHEREAS,** the American Cancer Society estimates that in 2024, 19,680 cases of ovarian cancer will be newly diagnosed and 12,740 individuals will die from the disease nationwide, including an estimated 620 new cases and 429 deaths in Georgia; and

**WHEREAS,** ovarian cancer often presents with vague or no symptoms, there is no reliable early detection test, and treatment options remain limited, making diagnosis particularly difficult and urgent; and

**WHEREAS,** the five-year survival rate for ovarian cancer remains only 50 percent, and outcomes vary greatly depending on the stage at which the cancer is detected; and

**WHEREAS,** raising awareness and supporting education, research, and community-based initiatives such as those led by organizations like the Ovarian Cancer Research Alliance (OCRA) and Harts of Teal are essential in improving survival rates, supporting survivors, and offering hope to families affected by this disease; and

**WHEREAS,** September is nationally recognized as Ovarian Cancer Awareness Month, an opportunity to honor those who have battled ovarian cancer, support those currently in treatment, and work toward greater awareness, earlier detection, and improved treatment options;

**NOW, THEREFORE, BE IT RESOLVED,** that the Walton County Board of Commissioners hereby proclaims September 2025 as **Ovarian Cancer Awareness Month in Walton County, Georgia**, and encourages all residents to learn more about the signs and symptoms of ovarian cancer, to support those who are affected, and to join in raising awareness through education, outreach, and advocacy.

**IN WITNESS WHEREOF,** we have hereunto set our hands and caused the Seal of Walton County to be affixed this 2nd day of September 2025, in the year of our Lord two thousand twenty-five, and the Independence of the United States of America the two-hundred and forty-ninth.

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





## Planning and Development Department Case Information

Case Number: LU25-0199 and Z25-0198

Meeting Dates: Planning Commission 07-10-2025

Board of Commissioners 08-05-2025

Applicant/Owner:

Melody C Jackson Moon  
519 White Oak Drive  
Monroe, Georgia 30655

Current Zoning: The current zoning is A1.

Request: Land Use Change from Suburban to Employment Center and rezone 2.64 acres from A1 to B3 for outdoor storage and car repair

Address: 1350 Mountain Creek Church Road, Monroe, Georgia 30656

Map Number/Site Area: C1210079A00

Character Area: Suburban

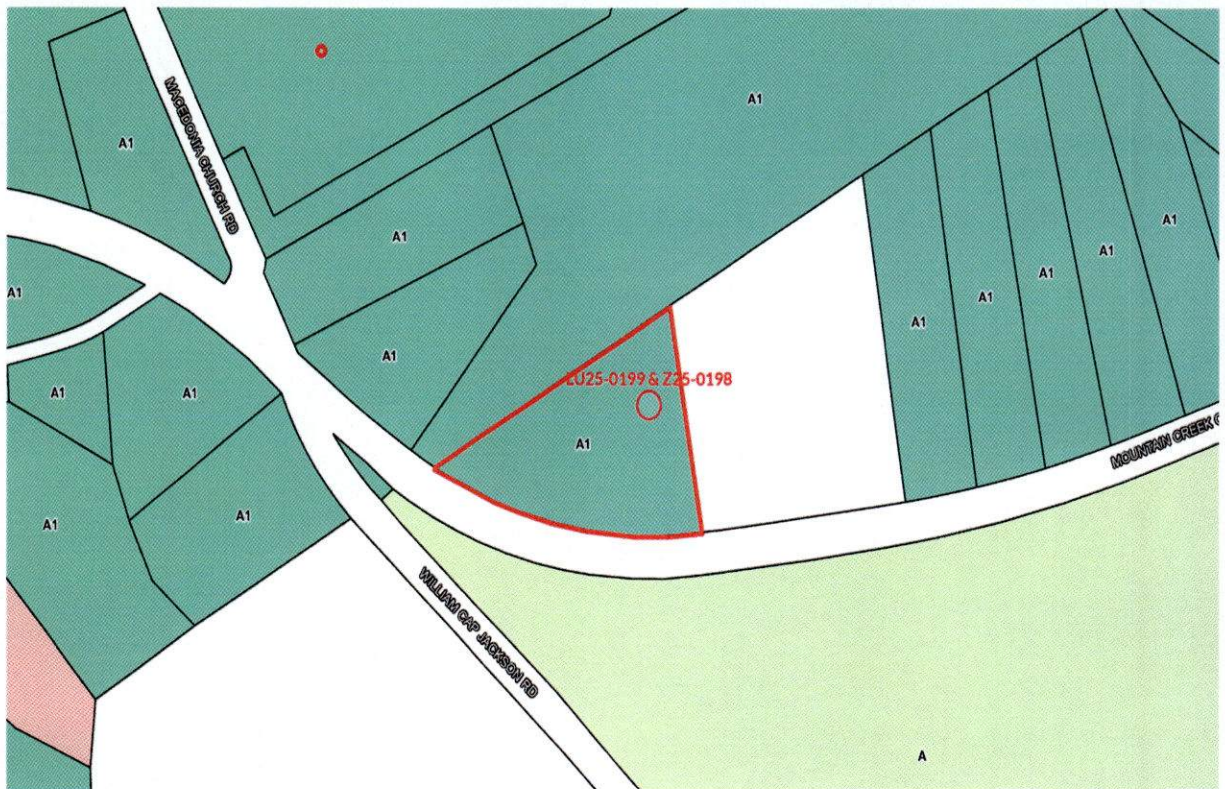
District 6 Commissioner-Kirklyn Dixon Planning Commission-Timothy J Kemp

Existing Site Conditions: Property contains accessory buildings.

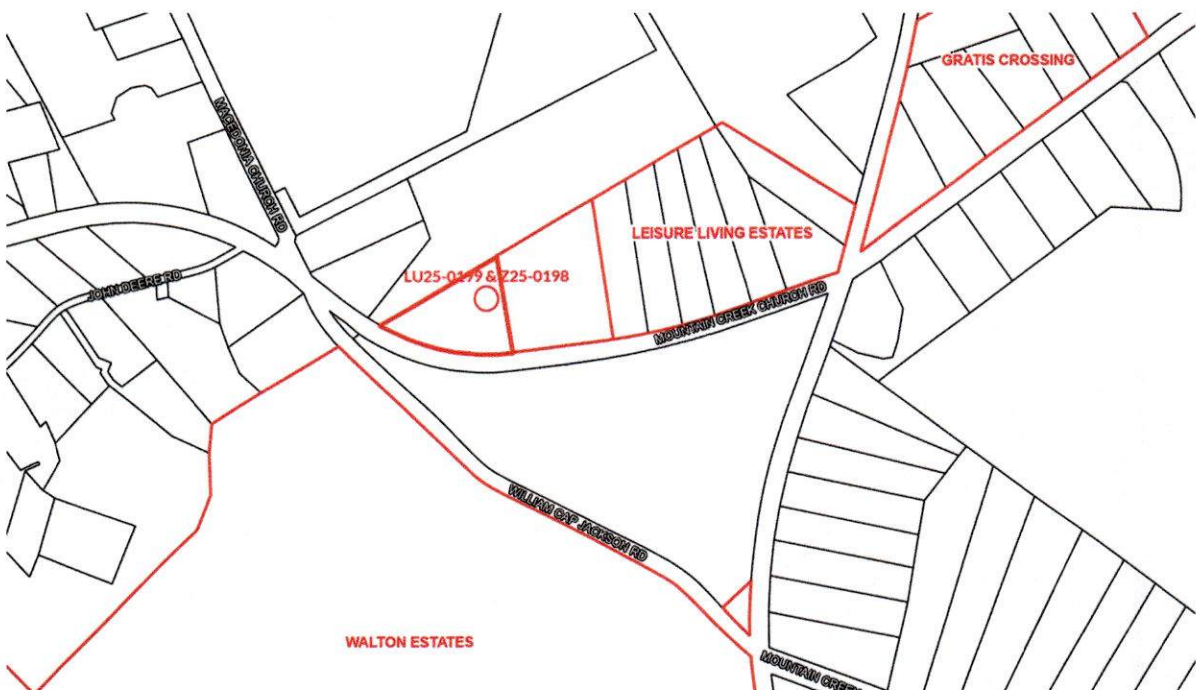




The surrounding properties are zoned A1 and A.



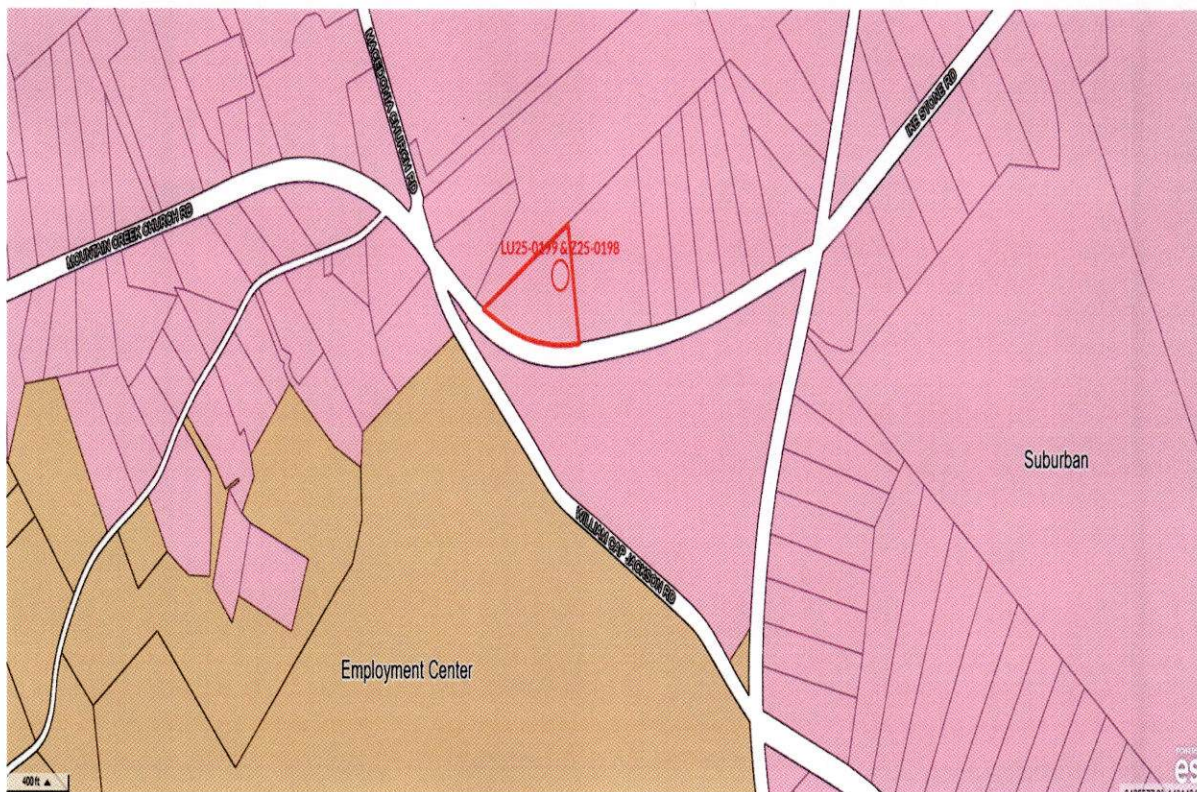
Subdivisions surrounding property:



The property is not in a Watershed.



The Future Land Use Map for this property is Suburban.



**History:** No History

**Staff Comments/Concerns:** This rezone is the result of a code enforcement case in which the owner was notified of the improper use of the property as a storage lot with auto repair in an A1 zoning.

Should the Board approve, a site plan showing buffers, storage area and commercial driveway will be required.

If denied, the owner will need to cease use of property and remove vehicles.

**Comments and Recommendations from various Agencies:**

**LU25-0199 & Z25-0198-Land Use Change from Suburban to Employment Center and rezone 2.64 acres from A1 to B3 for outdoor storage and car repair-Applicant/Owner: Melody C Jackson Moon located at 1350 Mountain Creek Church Rd/Parcel C1210079A00-District 6.**

**Public Works:** Public Works recommends a commercial driveway to be installed to match Zoning Changes Approval for B3.

**Sheriffs' Department:** No comment received.

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

**Fire Marshal Review:** The property shall comply with all codes set forth by the Office of Commissioner of Insurance State Fire Marshal Rules and Regulations, Walton County Ordinances, Life Safety Code and International Fire Code.

A Fire hydrant shall be added. The closest hydrant is approx. 675 ft. from the driveway. Hydrant per County code shall be installed within 500' of all buildings.

Building shall be inspected for Life Safety Code Compliance.

**Fire Department Review:** The building shall remain accessible for firefighting activities at all times. Vehicles appear to be blocking access in provided photo.

**Board of Education:** No comment received.

**GDOT:** Will not require coordination with GDOT.

**City of Monroe:** No issues for City of Monroe Utilities Department.

**PC ACTION 7/10/2025:**

**LU25-0199 & Z25-0198 – Land Use Change & Rezone Request**

**Request:** Land Use Change from Suburban to Employment Center and rezone 2.64 acres from A1 to B3 for outdoor storage and car repair

**Applicant:** Melody C. Jackson Moon

**Owner:** Melody C. Jackson Moon

**Location:** 1350 Mountain Creek Church Road | Parcel C1210079A | District 6

**Presentation:**

Melody Moon represented the request to rezone the property to B3 with outside storage for her husband to continue his hobby of working on cars. She stated they have no desire to start a business because her husband works full time with the Board of Education. Tim Kemp asked if he repairs vehicles on site and if so, was he aware that he had to do all the work inside the building. Ms. Moon stated that they were told they couldn't have any trucks stored outside. Josh Ferguson asked if this is a hobby or if he does work on other people's vehicles like a side job to which Ms. Moon stated it is a hobby. Mr. Ferguson verified that individuals do pay Mr. Moon to work on their vehicles.

**Public Comment:**

Marie Rich lives at 1374 Mountain Creek Church Road which is 3 doors down from this property and has the following concerns: There are multiple cars, trucks, box trucks coming in and out all the time; there are 20 to 25 vehicles on the property there now scattered all about and it looks like a junk yard; there are even some hidden behind the building from view; there is now a cable across the driveway; property is in a rural area, not a state highway; the use devalues the adjoining properties; if approved this will open the door for other businesses like Horizon Roofing runs an office down the road and nothing is done about that. She doesn't want to look at junk vehicles, he should do his hobby at his house.

Tim Kemp asked if she would be satisfied with fencing and her answer was no this would invite other businesses into the area. Mr. Kemp read a letter from an anonymous citizen (see attached)

**Rebuttal:**

**Mr. Moon stated that the complaint of trucks and trailers coming in all day is not true, he is only there in the evenings and weekends. Ms. Moon stated that their property faces a solar farm and beside a substation.**

**Tim Hinton stated he is very familiar with this area. The property is visible from the road, and it does appear that someone is working on vehicles here. There is no commercial in the area and this would be like spot zoning.**

**Tim Kemp stated this rezone was submitted as the result of code enforcement action. He asked if the property owner was willing to install a fence and stated the property does need to be cleaned up.**

**Recommendation:**

**Motion by Josh Ferguson to recommend denial with a second by Tim Hinton. The motion carried with all voting in favor except Tim Kemp who recused himself from voting.**



# Character Area Map Amendment

Application # LU25-0199

Planning Comm. Meeting Date 7-10-2025 at 6:00PM held at **WC Board of Comm. Meeting Room**

Board of Comm. Meeting Date 8-5-2025 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 C1210079A00

Applicant Name/Address/Phone #

Melody C. Jackson Moon  
519 White Oak Drive  
Monroe, GA. 30655

Property Owner Name/Address/Phone

Jame

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

Phone # 770-530-0162

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

E-mail Address: melodymoon@windstream.net

Location: 1350 Mountain Creek Ch Rd. Acreage 2.66

Existing Character Area: Suburban

Proposed Character Area: Employment Center

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: B3 Number of Lots: \_\_\_\_\_ Minimum Lot Size: \_\_\_\_\_

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.

Melody Jackson Moon 5/12/2025 \$ \_\_\_\_\_  
Signature Date Fee Paid

**Rezone Application #** 225-0198  
**Application to Amend the Official Zoning Map of Walton County, Georgia**

Planning Comm. Meeting Date 7-10-2025 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 8-5-2025 at 6:00PM held at WC Historical Court House

**You or your agent must be present at both meetings**

**Map/Parcel** C1210079A00

**Applicant Name/Address/Phone #**

**Property Owner Name/Address/Phone**

Melody Jackson Moon  
519 White Oak Dr.

Melody Jackson Moon 770-530-0162  
519 White Oak Dr.

Monroe, Ga 30655

Monroe, Ga 30655

E-mail address: melodymoon@worldstream.net (If more than one owner, attach Exhibit "A")

Phone # 770-530-0162

Phone # 770-530-0162

Location: 1350 Mt Creek Church Rd Monroe Requested Zoning B3 Acreage 2.64

Existing Use of Property: As a hobby for my husband to repair cars & store car trailer.

Existing Structures: 30x40 building, 2 car hauler, 10x12 storage, cars

The purpose of this rezone is As a hobby of my husband to repair cars and store his car hauler.

Property is serviced by the following:

Public Water: ☒ Provider: City of Monroe 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 Melody Jackson Moon

Date 5/12/25

Fee Paid \$ 450.00

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

**Signs will not be removed until after Board of Commissioners meeting**

Office Use Only:

Existing Zoning A1

Surrounding Zoning: North A1 South A1  
 East A1 West \_\_\_\_\_

Comprehensive Land Use: Suburban **DRI Required?** Y \_\_\_\_\_ N ☒

Commission District: 6-Kirklyn Dixon Watershed: \_\_\_\_\_ TMP \_\_\_\_\_

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



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

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

1. Existing uses and zoning of nearby property;

As a hobbie My husband repairs cars  
and store his car haulers. Nearby  
properties are, Agricultural, Meter,  
Residential properties.

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

N/A

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

NO

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

Same as current

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

no change/Not adding.

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

30 X 40 Building, Cars, two  
Car hauler, 10x12 Storage  
building. No House

May 12, 2025

RE: Letter of intent

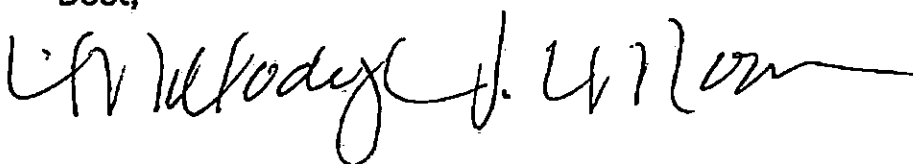
We would like to rezone the property at 1350 Mountain Creek Church Road to B3 for outside storage and for my husband to continue to work on vehicles. He works on vehicles in his spare time on the weekend and sometimes at night. This is not full time as he works for Walton County BOE full time. He has been doing this on the property for three years.

My husband has cars on this property that he works on. He also had 2 car haulers and a storage building and a building that he works in.

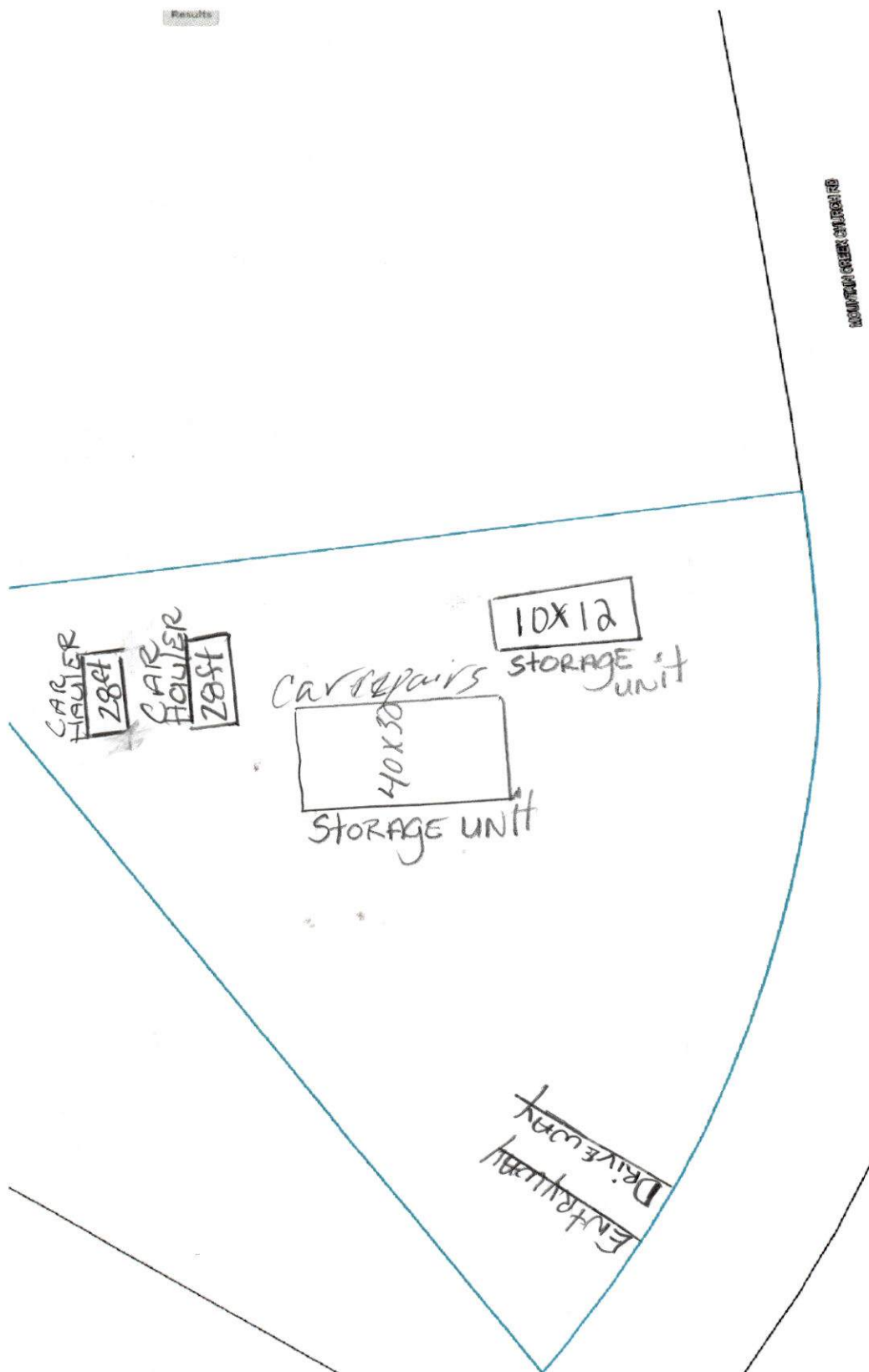
The nearby properties are Agriculture zone, county owned meter, and residential properties.

Please grant this rezone as this is mostly a hobby for my husband to work on cars.

Best,

A handwritten signature in black ink, appearing to read "L. H. McKeown". The signature is fluid and cursive, with a long horizontal stroke at the end.

Results













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**Section 6-1-180 Automotive, Minor Repair and Maintenance (20)**

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

**Section 6-1-170 Automotive, Major Repair and Maintenance (20)**

- A. The use shall not be established on any lot which is either adjacent to or directly across from any residentially zoned district.
- B. The use shall not be within one hundred (100) feet of a residential district.
- C. All repair and maintenance activities shall be carried on entirely within an enclosed building.
- D. Outdoor storage is limited to twenty-five percent (25%) of the total lot and shall comply with the outdoor storage regulation in this Ordinance.
- E. Minor automotive repair and maintenance is allowed.

## **Outdoor Storage (20)**

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



Charna Parker &lt;cparker@co.walton.ga.us&gt;

**Fwd: Z25-0198 application opposition**

1 message

**Timothy Kemp** <tjkemp59@gmail.com>  
To: Charna Parker <cparker@co.walton.ga.us>

Thu, Jul 10, 2025 at 6:22 PM

----- Forwarded message -----

From: **Waltoncountyresident** <Waltoncountyresident@proton.me>  
Date: Tue, Jul 8, 2025, 3:13 PM  
Subject: Z25-0198 application opposition  
To: **TJKemp59@gmail.com** <TJKemp59@gmail.com>, **kdixon@co.walton.ga.us** <kdixon@co.walton.ga.us>

In regard to rezoning application Z25-0198 located at [1350 Mountain Creek Church Road](#):

Granting this variance and allowing the change to B3 General business / Employment district would set a dangerous precedent for future variance requests in our area. Employment center zoning is intended for larger-scale commercial and industrial development. This property is in a residential/agricultural area and changing the zoning from A1 to a B3 employment center would be a major and unnecessary change. This property is located adjacent to residentially zoned parcels and therefore should not be allowed to be used for automotive repair nor car, truck, trailer and RV storage.

We believe that the claims made in this application are false and the applicant is intentionally misleading the planning department. This property is not used solely by the applicant's husband for a hobby. Depending on the day, there are tractor trailers, travel campers, miscellaneous trailers, trucks and cars parked on this lot. There are also numerous cars, trucks and trailers that go in and out of this property on a regular basis. There is not just one person that occasionally enters this property for a hobby. This property seems to be used as a junk yard and a vehicle storage lot. We travel on this road multiple times a day. We are often stopped by trucks and trailers entering and exiting this property. Often there are multiple trucks lined up on the road waiting for someone to open the chain blocking the dirt driveway to enter the property. It appears this property is being used as an income source and not a hobby. We are writing this anonymously due to the questionable people and aggressive driving that has been associated with this property.

The applicant does not live on or near this property and therefore does not have to deal with the increased traffic and the eyesore that the use of this property creates. The applicant's home value isn't diminished by the use of this property, but ours are.

As neighbors, we are not allowed to park junk cars, trucks and trailers on our property and it should not be allowed on this property either.

We respectfully ask that you do not grant this variance, and the owner of this property be required to bring it into compliance for its A1 zoning.

Thank you

Sent with [Proton Mail](#) secure email.



## Planning and Development Case Information

Case Number: LU25-0063 and Z25-0062

Meeting Dates: Planning Commission 03-06-2025 Tabled to 08-07-2025

Board of Commissioners 09-02-2025

Applicant:

Angel Zurita  
80 Paden Street  
Covington, GA 30016

Owner:

Pablo & Maria Zurita  
80 Paden Street  
Covington, GA 30016

Current Zoning: R1

Request: Land Use Change from Employment Center to Suburban

Rezone 7.0 acres R1 to B2 for mini warehouses/storage facility

Variance request to allow cross-district access through adjoining property zoned R1.

Address: 257 Highway 81, Monroe, Georgia 30655

Map Number: C0750154

Character Area: Employment Center

District 3 Commissioner - Timmy Shelnett

Planning Commission—John Pringle

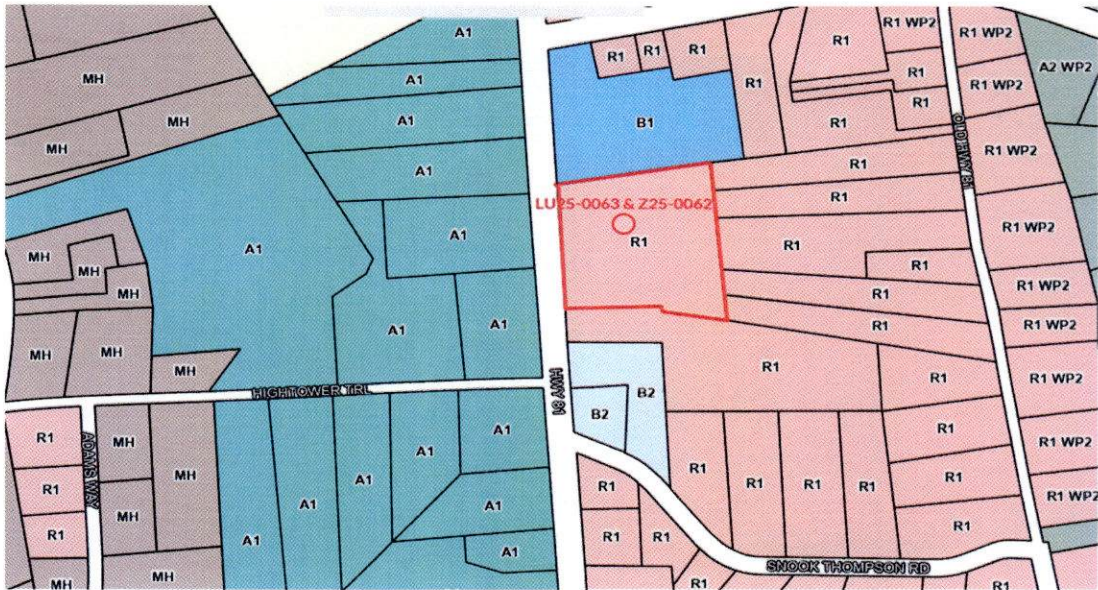
District 5 Commissioner – Jeremy Adams

Planning Commission – Tim Hinton

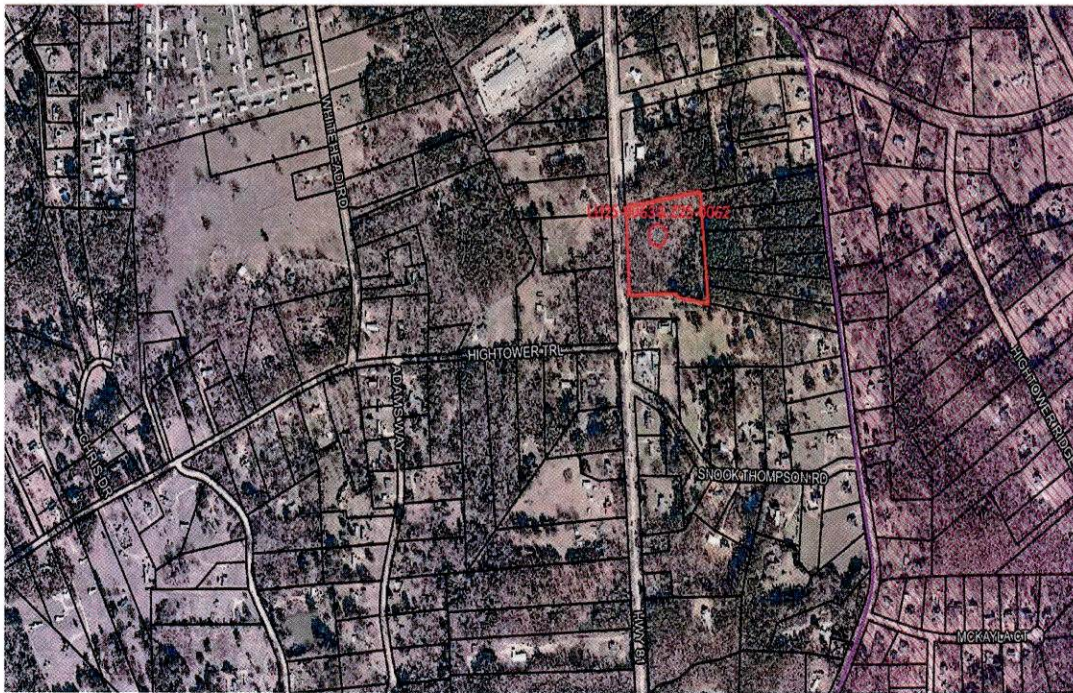
Existing Site Conditions: The site consists of 7.00 acres with an existing barn and accessory structure. The property has direct frontage along Highway 81 and is currently zoned R1.

**Staff Comments:** Access through the adjacent R1 requires a variance due to cross-district restrictions.





Surrounding zoning is A1, R1 and B1



Subdivisions surrounding property:





Character Area Map: Suburban



**Comments and Recommendations from various Agencies:**

**Comments and Recommendations from various Agencies:**

**LU25-0063/Z25-0062 – Land Use Change from Suburban to Highway Corridor and Rezone 7.0 acres from R1 to B2 for mini warehouse/storage facility – Applicant: Angel Zurita - Owners: Pablo & Maria Zurita - Property located at 257 Highway 81 - Map/Parcel C0540258 - District 3**

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

**Sheriffs' Department:** No comment received.

**Water Authority:** This area is served by an existing 6" diameter water main along Hwy 81. (static pressure: 95 psi, Estimated fire flow available: 1,400 gmp @20 psi). No system impacts anticipated.

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

**Fire Department Review:** Impacts can include increased fire and emergency medical response.

**Board of Education:** No comment received.

**GDOT:** Will require coordination with Georgia DOT. Georgia DOT is in agreeable to the proposed joint/shared access.

**City of Monroe:** No comment received.

**PC Action 3/6/2025:**

**Presentation:** Angel Zurita represented the case. He would like to build a storage facility and mini warehouse and rezone the property from R1 to B2.

Jason Brown with Georgia Civil stated the site plan shows this is north of Hightower on 7 acres. This will be a 20,000 sq. ft. warehouse. One part will be a dry wall supply and distribution, and the remainder will be a mini warehouse. He stated for GDOT due to the site distance for the driveway, they put the driveway entrance at a pretty low elevation. There is a small barn, and they will revert this to an office. On the site plan they met with the property owner next door, and they will allow an access easement to this property. When you turn off the road the front part will be a drywall business and to the exterior is the mini storage facility.

Tim Hinton asked was the storage going to be inside and no outside storage and would the applicant be good with a condition of no outside storage and he stated that he would not have a problem. Mr. Hinton asked about the shared driveway with the resident. Mr. Brown stated that they have had an Attorney draft papers for an easement on that small piece of property on the residential parcel.

Kristi Parr with Walton County Planning & Develop stated that the driveway will need to be commercial.

John Pringle asked if there was anything in writing and Mr. Brown stated that they were waiting to see if this was approved.

Someone asked what Public Works said on their recommendation.

Kristi Parr stated that the residential property will need to sell property to the Applicant for an entrance so it can be a commercial driveway.

Tim Hinton said so the bottom line is we have to consider the use and vote on this either way and they could put in a stipulation that part of the property will need to be purchased.

Kristi Parr stated the Applicant does not own the property where they want to have the driveway, and they would have to get to property owner to sell them that portion for the driveway and an application will need to be made for that.

The applicant requested that the case be tabled, and Josh Ferguson stated it would be a good idea to table the case.

It was brought up that the case will need to be re-advertised and re-



**submitted.**

**Mr. Hinton stated that in this case they don't have to listen to any opposition or people in favor of the rezone.**

**Speaking:** Since the case was tabled no one was allowed to speak for or against the case.

**Recommendation:** John Pringle made a motion to table the case with the understanding that the case be reapplied for and re-advertised and was seconded by Josh Ferguson. The Motion carried unanimously.

**PC ACTION 8/7/2025:**

LU25-0063 & Z25-0062 – Land Use Change and Rezone Request  
 Request: Land Use Change from Suburban to Highway Corridor and rezone 7.0 acres from R1 to B2 for mini warehouse/storage facility

Applicant: Angel Zurita

Owners: Pablo & Maria Zurita

Location: 257 Highway 81 | Parcel C1890002 | District 3

Presentation: Angel Zurita, who lives on Covington Street, represented the case. He is looking at rezoning 7 acres at 257 Hwy 81 to B2 for commercial for mini warehouse/self-storage facility. This will be a local family-owned business. He explained the site plan and stated that the front 2 acres is a pond and buffer area. He stated that 2 acres will be a mini-warehouse 20,000 sq. ft. for a drywall company and 2 acres and 3 self-storage buildings which will be well maintained. There will be 1-acre setbacks and buffers. The 50 ft. transitional buffer will be maintained and 15 ft. setbacks preserved and the pond setback requirements fully respected. The plan is to remove as few trees as possible and put up a 6 ft. vinyl coated chain-link fencing with a gate, and it will be a coded gate, and the neighbors cannot see the warehouses. At the last meeting it was brought up about crime. Some residents believe that self-storage facilities attract criminal activity and increase neighborhood crime rates. They will partner with the police to make sure security measures are in place. They feel that if they have an established partnership with the Sheriff's Officer and local police, they will make regular patrol stops and they will also have property access code for officers on patrol and that collaboration on security is the best practice. As far as security there will be a 6 ft. black vinyl fence, security cameras, coded access gates which will control entry and exit. They will also have motion sensor systems and alarm systems. He stated that the important thing is that Walton County's crime rates remain below average proving our community is still safe. As a family-owned business, we have every incentive to maintain the highest security stands. Our reputation and our neighbor's safety are our top priorities. As far as visual impact there is a 20 ft. elevation drop on the front of the property which has natural vegetation. They will be building on the back part of the property, and they will keep as many trees as possible. There are multiple gas stations, restaurants and food services and other small commercial businesses in the vicinity. Smart growth comes with responsible community development and implication of security measures. We will also be the smallest storage operation in the immediate area. We have already been approved by GDOT for the

driveway and entrance location, and we are requesting a Variance for cross districting.

John Pringle asked if there would be any outdoor storage and Applicant said no but he did go on to state there will be a 6 ft. privacy fence.

Tim Hinton asked if it was going to be a coded gated entry and if it would be 24 access and Applicant stated it would be.

Tim Hinton stated that he has come to a conclusion that those working night shift may need to come to the warehouse to pick up things and it may be 2 or 3 in the morning. He also stated that as to the existing trees there is there any reason that you can't leave them all intact or keep as much as possible and the Applicant stated that was their plan.

#### Public Comment:

William Kirkland, a resident of 265 Old Highway 81, stated that his property directly borders the proposed development site. He expressed concerns about visibility due to the loss of trees on his property from recent storms. Mr. Kirkland noted that the surrounding area is primarily residential and agricultural, and that introducing a commercial use such as mini-warehouses would not be appropriate for this location. He emphasized that there are already 33 self-storage units in the area and questioned the need for more.

Mr. Kirkland, a former firefighter, also raised health and safety concerns, stating that mini-warehouses pose fire risks and attract large trucks, which could be hazardous given that the property is located on a hill. Additionally, he voiced concerns about potential noise, lighting, 24-hour access, and privacy issues related to transitioning from residential to commercial use. He also submitted a petition opposing the rezoning.

John Deaton, owner of the property to the rear of the proposed site, expressed concern about the entrance coming through a residential area. In response, Tim Hinton explained that GDOT (Georgia Department of Transportation) had denied direct access to the property from the highway. However, GDOT is allowing joint access through an adjacent property via a recorded easement. When Mr. Deaton

asked if the adjacent property was also being rezoned, Mr. Hinton clarified that it was not, but due to the hardship, they are seeking a waiver.

Eleanor Rogers, a resident of 370 Old Highway 81, spoke in opposition to the proposal. In response to a question from Mr. Hinton, she confirmed she lives about ¼ mile away, at the end of Snook Thompson Road, and has resided there for 38 years. Ms. Rogers asked the board to deny the rezoning request.

Rebuttal:

Jason Brown with Georgia Civil stated that the hardship is the only reason for the Variance is the cross districting. He mentioned that a cross access easement would be necessary, and he has met with the neighbors as well as Christopher Hatch with GDOT, and they are in agreement with this.

Tim Hinton asked would the site plan show the buffer on the property and Mr. Brown stated that it would show a 50 ft. transitional buffer and there is a significant elevation change to the back of the property there. Mr. Hinton asked if they had a problem with the lighting being downward and he stated they did not have a problem with that.

John Pringle asked can anybody see the residence from their property.

Tim Hinton stated based on the draft of the site plan that the lot is 12 to 14 ft. deep and about 8 to 9 hundred feet to the additional 50 ft. buffer and that is quite a bit of buffer.

Recommendation:

Motion by John Pringle to recommend approval with a condition to allow the Variance for the cross districting, all lighting downward, and no outside storage with a second by Wesley Sisk. The motion passed unanimously.



Tracie Malcom &lt;tracie.malcom@co.walton.ga.us&gt;

## Hwy 81 Drywall Warehouse

1 message

**Lane Dobbs** <lane@georgiacivil.com>

Mon, Jun 30, 2025 at 2:56 PM

To: Tracie Malcom &lt;tracie.malcom@co.walton.ga.us&gt;

Cc: A Z &lt;zuritaangel3@gmail.com&gt;, Pablo Zurita &lt;zuritacapitalinc@gmail.com&gt;, Mike McCrorey &lt;mmccrorey@sunbeltbuilders.com&gt;, Chelsea Rose &lt;chelsea@georgiacivil.com&gt;, Jason Brown &lt;jason@georgiacivil.com&gt;

Hey Tracie,

Here is the letter from the neighbor, updated application, and pdf of the drawing with an updated date. Let me know if there is anything else yall need and please confirm when we are on the schedule for the next meeting.

Thank you,

Project Engineer

### Georgia Civil, Inc.

311 North Main Street  
Unit C, Suite 101  
P.O. Box 896 (mailing)  
Madison, GA 30650

PH: 706-342-1104

CELL: 678-315-4086

[www.georgiacivil.com](http://www.georgiacivil.com)

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### 3 attachments

 **Rezoning Application - Signed.pdf**  
15514K **Ingress Egress Letter.pdf**  
3511K **HWY 81 DRYWALL-REZONING.pdf**  
3203K



**Rezone Application #** 225-0062  
**Application to Amend the Official Zoning Map of Walton County, Georgia**

Planning Comm. Meeting Date 3-6-2025 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 4-8-2025 at 6:00PM held at **WC Historical Court House**

**You or your agent must be present at both meetings**

**Map/Parcel** C0540258

**Applicant Name/Address/Phone #**

ANGEL ZURITA

80 PADEN ST, COVINGTON, GA 30016

E-mail address: zuritaangel3@gmail.com

Phone # 470-334-1855

Location: 257 HWY 81, OXFORD, GA 30054 Requested Zoning B2 Acreage 7.0 AC

Existing Use of Property: The property is currently not in use, but it includes a barn and small shed.

Existing Structures: A 40 X 40 barn, and a small shed.

The purpose of this rezone is This rezoning will facilitate the development of a mini warehouse and storage facility.

Property is serviced by the following:

Public Water: Available Provider: Walton County Water

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 2/3/25

Fee Paid \$ 550.00

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

**Signs will not be removed until after Board of Commissioners meeting**

Office Use Only:

Existing Zoning R1

Surrounding Zoning: North B1

South R1

East R1

West A1

Comprehensive Land Use: Suburban

**DRI Required?**

Y ☒ N ☒

Commission District: 3 - Timmy Shelmutt

Watershed: [Signature]

TMP ☒

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



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

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

1. Existing uses and zoning of nearby property;
 

North - B1 gas station and convenience store.

West - A1 Agricultural/Residential.

East - R1 Residential.

South - R1 Driveway and B2 Retail and Offices.
  
2. The extent to which property values are diminished by the particular zoning restrictions;
 

The current zoning diminishes the value of the subject property by limiting development possibilities while positioned between two already commercially zoned properties.
  
3. The extent to which the destruction of property values of the plaintiffs promotes the health, safety, morals or general welfare of the public;
 

It does not have much of an effect on these items because there are already two other commercial zoned properties to the north and south of the subject property.
  
4. The relative gain to the public, as compared to the hardship imposed upon the individual property owner;
 

If rezoned the public would gain nearby storage and potentially more business to the other businesses in the area, while in the current zoning the property owner faces reduced income potential and poor market perception of the property due to its positioning between other commercial properties.



5. The suitability of the subject property for the zoned purposes; and  
Under the current zoning the property is less desirable because of the two neighboring commercial properties and frontage on a busy state highway. In this case the property is more suited for commercial zoning for the very same reasons.
  
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  
The property appears to have been vacant for at least the last 20 years with the exception of the construction of a small barn/garage. The tax assessors report shows no record of occupied structures as far back as 1900.



# 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: ANGEL ZURITA

Address: 80 PADEN ST, COVINGTON, GA 30016


Telephone: 470-334-1855

Location of Property: 257 HWY 81

OXFORD, GEORGIA 30054

Map/Parcel Number: C0540258

Current Zoning: R1 Requested Zoning: B2

  
Property Owner Signature

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

Print Name: PABLO ZURITA

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

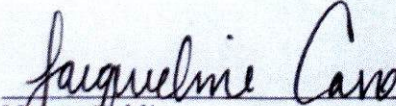
80 PADEN ST,  
Address: COVINGTON, GA 30016

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

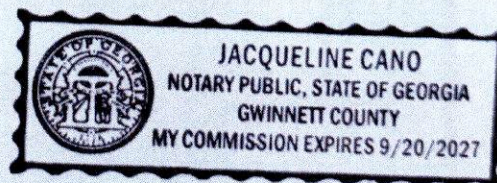
Phone #: 678-409-1106

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

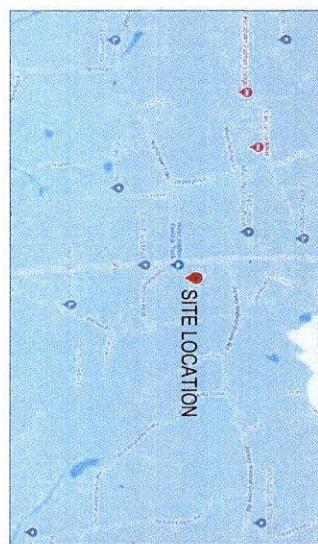
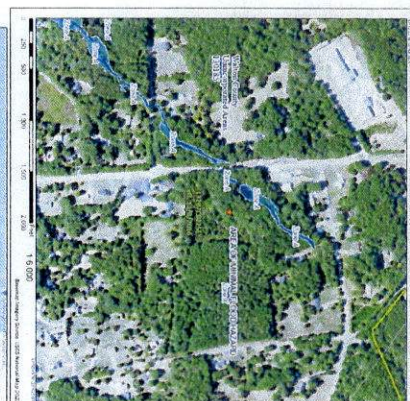
Personally appeared before me and who swears  
that the information contained in this authorization  
is true and correct to the best of his/her knowledge.

  
Notary Public

02/03/25  
Date







action locally determined	
Dist. from Aterros or Collector	Requirements for BZ Loading
50 FT	
Dist. from or within street 3/4 MI	40 FT
Minimum side yard	15 FT
Min rear yard	40 FT
Min height	3.5 stories
Min. floor area	42,000 SF
Min. lot Area	25,000 SF
Min. rearview Surface	75%
Min. lot Width	100 FT
Traditional Buffer Required	50 FT
Traditional Buffer Requirement	15 units/side

acre

OWNER/DEVELOPER

COMPANY: PRODU CONJA  
ADDRESS: 80 PALEN ST  
CONINGTON, GA 30916  
PHONE: (478) 334-1855  
CONTACT: ANGEL ZURITA  
EMAIL: ZURITAANGEL13@GMAIL.COM

**CONTRACTOR**

ADDRESS: 10641 HIGHWAY 3  
CONTACT: MIKE MCCROREY

EMAIL: [MMCCROREY@SLING](mailto:MMCCROREY@SLING)

SURVEYOR

ADDRESS: P.O. BOX 895  
MADISON, GA 30650

FIGURE 1. 1994-1995.

## SITE DESIGNER

ADDRESS: P.O. BOX 496  
MADISON, GA 30650


PHONE: 706.342.7704

NOT FOR FINAL RECORDING

GRAPHIC SCALE

INCHES

SCALE 1" = 40'



GA STATE PLANE REST

**SITE DESIGNER**  
COMPANY: GEORGIA CIVIL  
ADDRESS: P.O. BOX 896  
MADISON, GA 30650  
PHONE: 706.342.1194

MC

DRYWALL WAREHOUSE HWY 81

257 HIGHWAY 81  
OXFORD, GA 30054  
ZONING: R1

www.govghadivil.com

**georgia civil**  
CIVIL ENGINEERING  
LAND PLANNING  
LAND SURVEYING



3



**Russell R. McMurry, P.E., Commissioner**  
One Georgia Center  
600 West Peachtree Street, NW  
Atlanta, GA 30308  
(404) 631-1000 Main Office

July 7<sup>th</sup>, 2025

Tracie Malcom  
Zoning Coordinator  
Walton County Planning and Development  
126 Court Street  
Monroe, GA 30655

Good afternoon,

Here are the results of the RZ cases below.

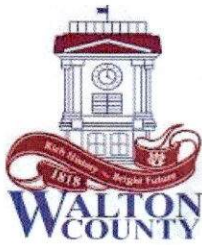
- LU25-0063 and Z25-0062 located at 258 Highway 81, will require coordination with Georgia DOT.
- Georgia DOT is agreeable to the proposed Joint/shared access.

Regards,

A handwritten signature in black ink, appearing to read "Hunter Boyle", is written over a large, stylized, oval-shaped graphic element.

Hunter Boyle, P.E.  
Traffic Operations Supervisor





## Planning and Development Department Case Information

Case Number: Z25-0249

Meeting Dates: Planning Commission 08-07-2025

Board of Commissioners 09-02-2025

Applicant:

CJ Hipp-Barros  
3685 McCullers Road  
Loganville, Georgia 30052

Owner:

CJ & Nicholas Hipp-Barros  
3685 McCullers Road  
Loganville, Georgia 30052

Current Zoning: The current zoning is A1.

Request: Rezone 2.45 acres from A1 to A to grow and sell cut flowers for retail and wholesale purchase.

Address: 3685 McCullers Road, Loganville, Georgia 30052

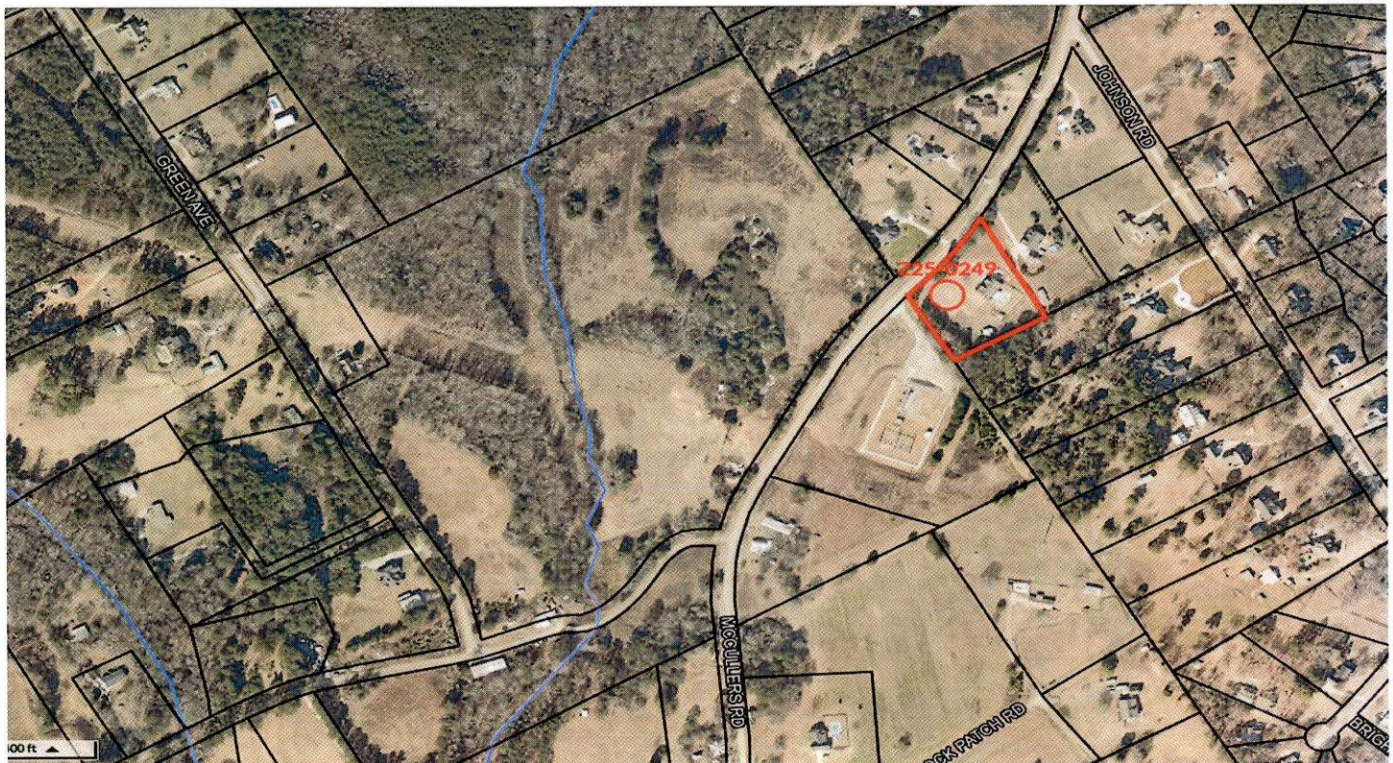
Map Number/Site Area: C0100015F00

Character Area: Suburban

District 2 Commissioner-Pete Myers

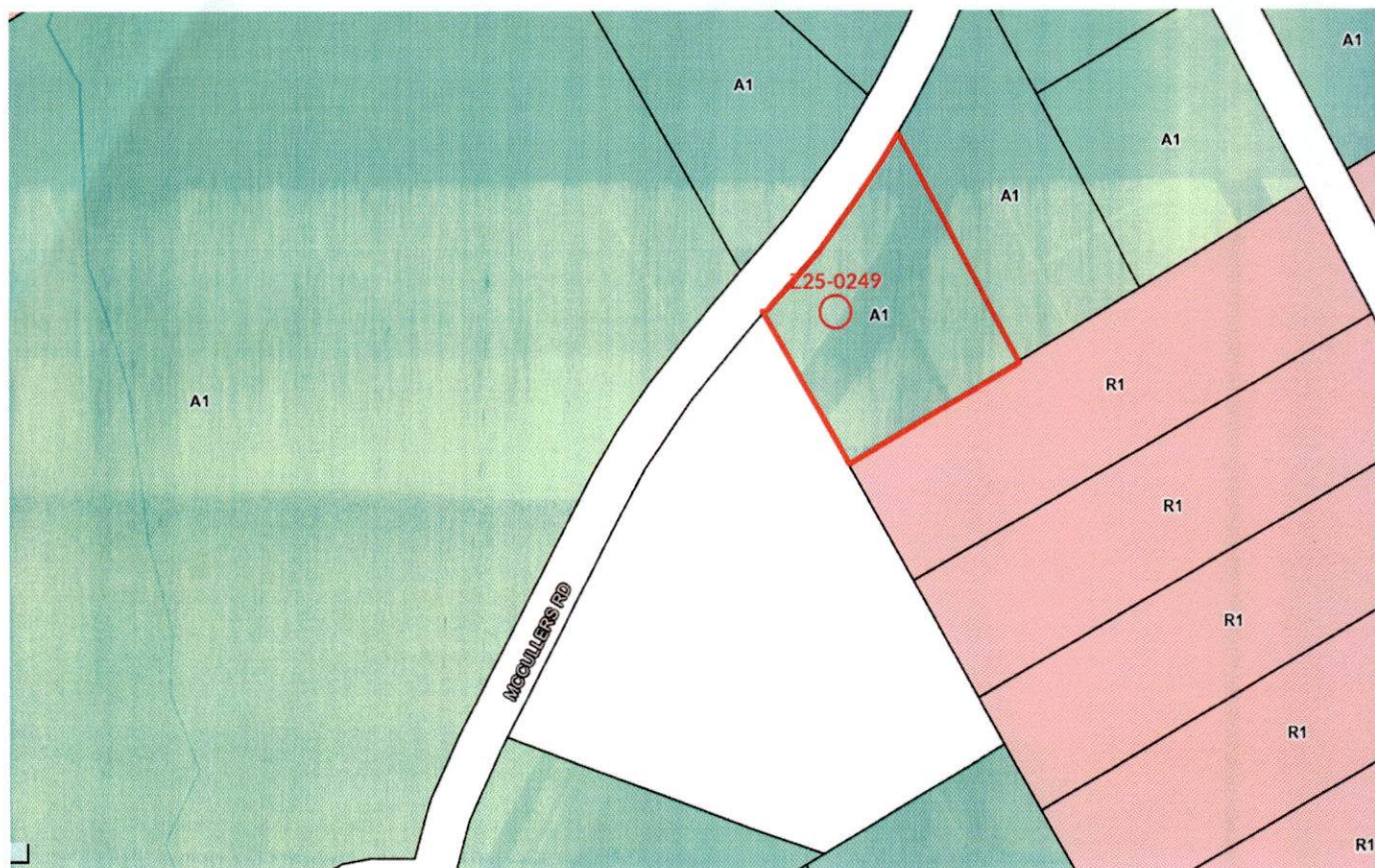
Planning Commission—Chris Alexander

Existing Site Conditions: Property consists of residential dwelling.

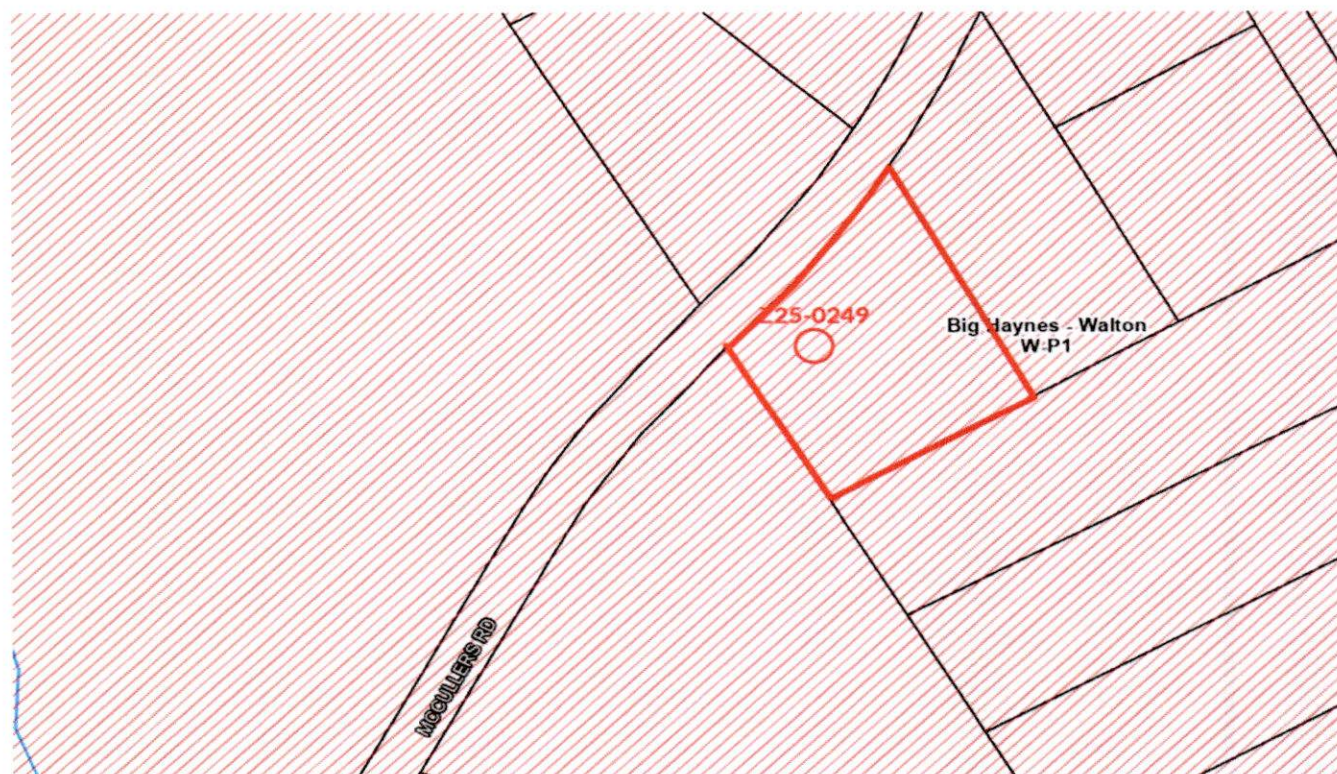




The surrounding properties are zoned A1 and R1.

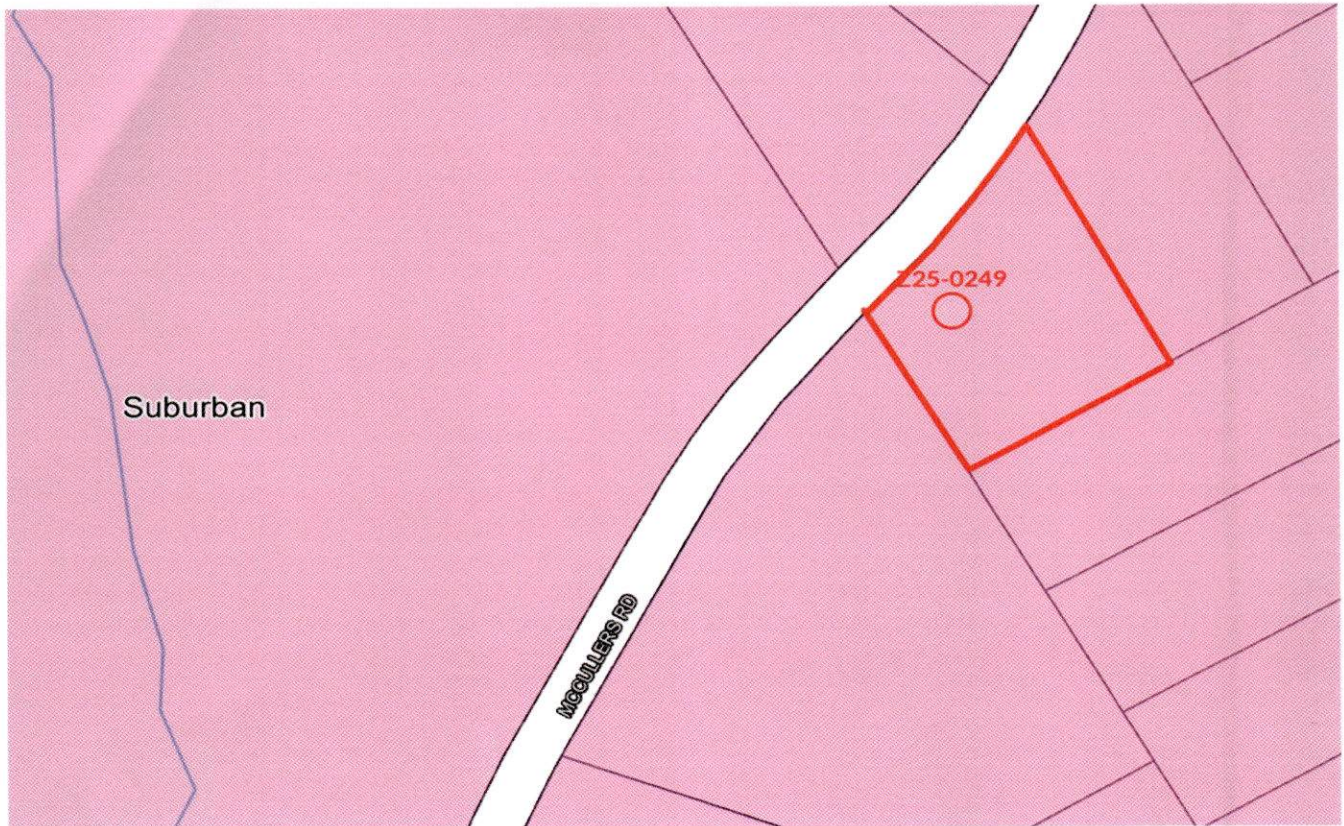


The property is in the Big Haynes Watershed.





The Future Land Use Map for this property is Suburban.



Subdivisions surrounding property:





**History:** No History

**Staff Comments/Concerns:** If approved, approve for this use only.

**Comments and Recommendations from various Agencies:**

**Z25-0249 - Rezone 2.45 acres from A1 to A to grow and sell cut flowers for retail and wholesale purchase - Applicant: CJ Hipps-Barros - Owners: CJ & Nicholas Hipp-Barros - Property located at 3685 McCullers Road - Map/Parcel C0100015F00 - District 2**

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

**Sheriffs' Department:** No comment received.

**Water Authority:** This area is served by an existing 8" diameter water mains along McCullers Road. (static pressure: 60 psi, Estimated fire flow available: 1,800 gpm @ 20 psi). No system impacts anticipated.

**Fire Marshal Review:** No comments

**Fire Department Review:** No comments

**Board of Education:** No comments received.

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

**City of Monroe:** No comment received.



**PC ACTION 8/7/2025:****1. Z25-0249 – Rezone Request**

**Request:** Rezone 2.45 acres from A1 to A to grow and sell cut flowers for retail and wholesale purchase

**Applicant:** CJ Hipp-Barros

**Owners:** CJ & Nicholas Hipp-Barros

**Location:** 3685 McCullers Road | Parcel C0100015F00 | District 2

**Presentation:** CJ Hipp-Barros presented the case. She is the property owner and resides at the property with her family, including two young daughters and their pets. This is her primary residence. Ms. Hipp-Barros is requesting a rezoning to allow for flower cultivation and sales. The property is fully fenced, and she is not proposing any additional changes aside from growing and selling flowers.

Chris Alexander inquired whether the business would be retail or wholesale and if there would be significant traffic. Ms. Hipp-Barros responded that the sales would primarily be wholesale, possibly to a florist, and that she does not plan to open to the public.

Timothy Kemp asked about the number of people who might be visiting the property. Ms. Hipp-Barros stated that the number would be minimal and not on a daily basis. Her primary goal is to grow and sell flowers, with any on-site contact being flexible.

Tim Hinton asked whether the florist would only visit seasonally and whether any greenhouses would be added. Ms. Hipp-Barros clarified that there is already a 10x12 greenhouse on the property that was there when they purchased it. She emphasized there would be no public sales, only wholesale to florists. While she may offer a small farm stand for neighbors, that is not the primary purpose of the rezoning request.

**Public Comment:**

None

**Recommendation:**

Motion by Chris Alexander to recommend approval as submitted with a second by Michelle Trammel. The motion passed unanimously.

**Rezone Application #** 225-0249  
**Application to Amend the Official Zoning Map of Walton County, Georgia**

Planning Comm. Meeting Date 08-01-2025 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 09-02-2025 at 6:00PM held at **WC Historical Court House**

**You or your agent must be present at both meetings**

**Map/Parcel** C0100015F00

**Applicant Name/Address/Phone #**

CJ Hipp-Barros

3685 McCullers Rd

Loganville, GA 30052

E-mail address: FugateFlowers@gmail.com

Phone # 352-278-0904

**Property Owner Name/Address/Phone**

CJ Hipp-Barros Nicholas Hipp-Barros

3685 McCullers Rd

Loganville, GA 30052

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

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

Location: 3685 McCullers Rd Requested Zoning A Acreage 2.45

Existing Use of Property: Primary Residence

Existing Structures: Single Family Home

The purpose of this rezone is to grow and sell cut flowers for retail and wholesale purchase.

Property is serviced by the following:

Public Water: ☒ Provider: Walton County 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 CJ Hipp-Barros Date 06/25/2025 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 A1 Surrounding Zoning: North A1 South R1  
East A1 West /

Comprehensive Land Use: Suburban **DRI Required?** Y \_\_\_\_\_ N ☒

Commission District: 2-Pete Myers Watershed: Big Haynes TMP ☒

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



Exhibit A

**Property Owner Name/Address/Phone**

Nicholas Hipp-Barros

3685 McCullers Rd

Loganville, GA 30052

470-294-7069

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;

Nearby properties are residential with the exception of the west  
property line which is shared with the Walton EMC transfer  
station. There are other Zone A properties in the area.

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

Unknown.

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

No Change

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

No Change



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

Very suitable

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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

The property is my primary residence.

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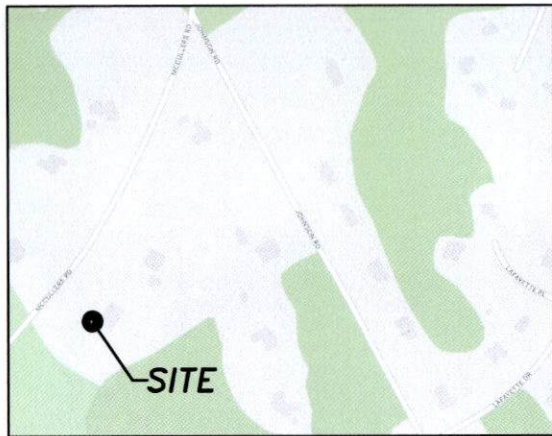
Letter of Intent - 3685 McCullers Rd Loganville, GA 30052 - Fugate Flowers

This property is my primary residence. I will grow flowers for cut arrangements. The flowers will be available for retail and wholesale purchase. The initial planting area is a 50' x 50' plot.

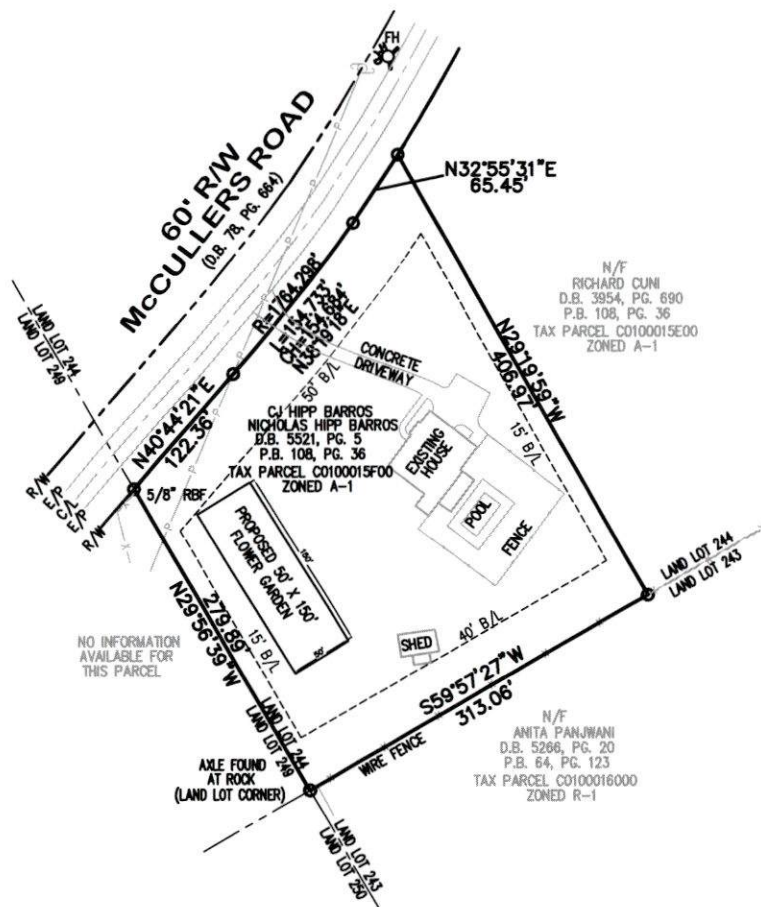
Thank you for your consideration,

CJ Hipp-Barros  
*FUGATE FLOWERS, Owner*  
352-278-0904





VICINITY MAP

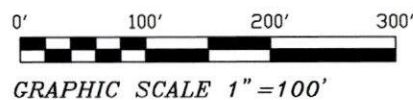


LEGEND

B/L	=	BUILDING LINE
C/L	=	CENTERLINE
CMG	=	CURB & GUTTER
CTP	=	CRIMP TOP PIPE
DE	=	DRAINAGE EASEMENT
EP	=	EDGE OF PAVEMENT
FFE	=	FINISHED FLOOR ELEVATION
IE	=	INVERT ELEVATION
IPF	=	IRON PIN FOUND
IPS	=	IRON PIN SET
LL	=	LAND LOT
LLL	=	LAND LOT LINE
MFFE	=	MINIMUM FINISHED FLOOR ELEV.
N/F	=	NOT OR FORMERLY
NTS	=	NOT TO SCALE
OTP	=	OPEN TOP PIPE
P/L	=	PROPERTY LINE
RBF	=	REBAR PIN FOUND
R/W	=	RIGHT OF WAY
SSE	=	SANITARY SEWER EASEMENT
SMH	=	SANITARY SEWER MANHOLE
DVCB	=	DOUBLE VING CATCH BASIN
SWCB	=	SINGLE VING CATCH BASIN
JB	=	JUNCTION BOX
DI	=	DROP INLET
HW	=	HEADWALL
FES	=	FLARED END STRUCTURE
PP	=	POWER POLE
FH	=	FIRE HYDRANT
-X-	=	FENCE
-	=	FLOOD LIMITS
-	=	SWALE



- NOTES:
1. NO PORTION OF THE SUBJECT PROPERTY IS LOCATED WITHIN A DESIGNATED FLOOD HAZARD AREA AS PER WALTON COUNTY F.I.R.M. COMMUNITY PANEL NO. 13297C0095E, DATED 12/8/16.
  2. THE SUBJECT PROPERTY IS LOCATED AT 3685 McCULLERS RD, LOGANVILLE, GA.
  3. THE SUBJECT PROPERTY IS ZONED A-1.
  4. THIS DRAWING IS NOT A SURVEY AND IS NOT INTENDED FOR RECORDING.
  5. REFERENCES - P.B. 108 PG. 36.



No.	REVISION	DATE
1.		
2.		
3.		
4.		
5.		

NOT FOR FINAL RECORDING

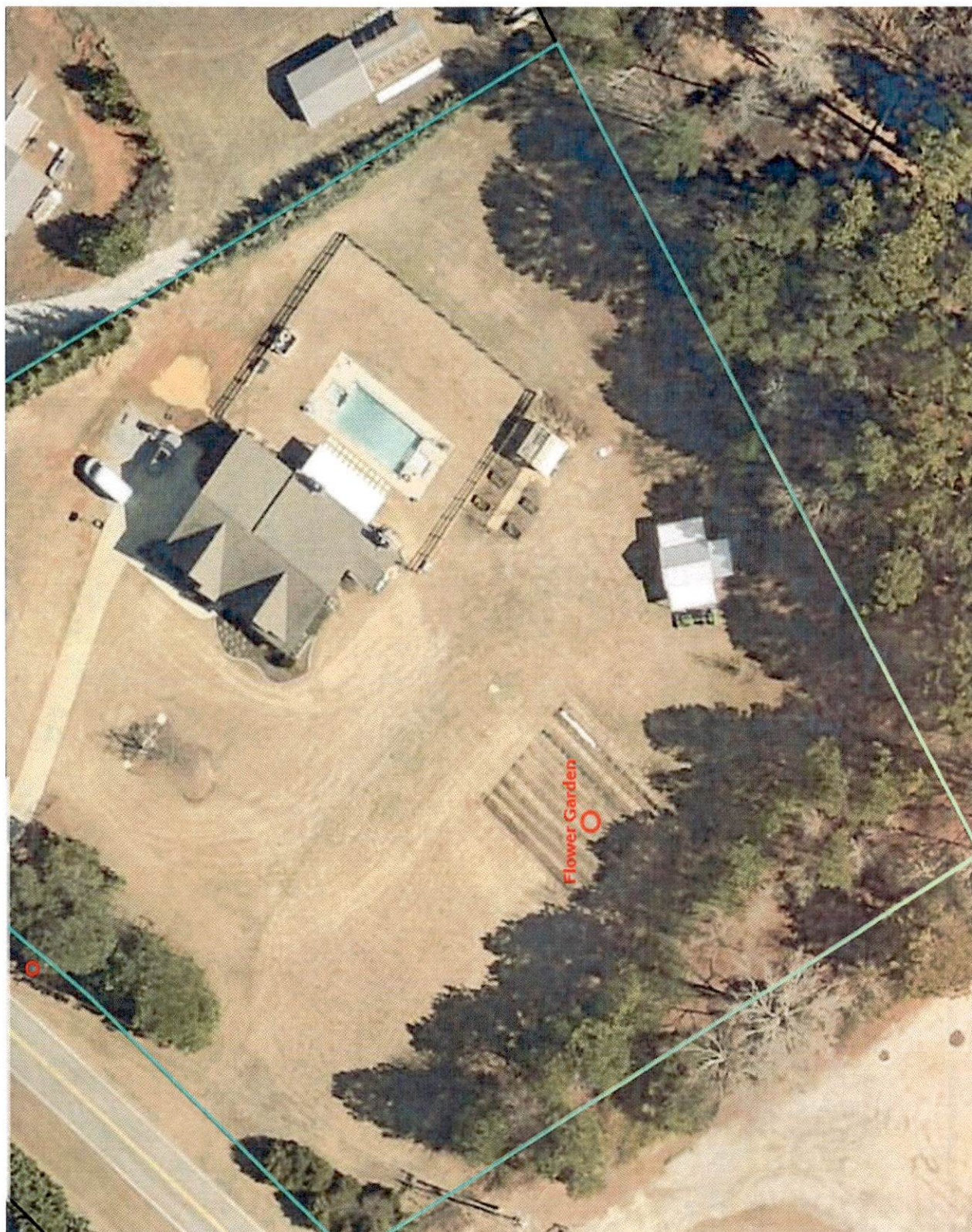
ZONING EXHIBIT FOR:

**CJ HIPP BARROS & NICHOLAS BARROS**

**CHARLES D. NORTON**  
GEORGIA RLS 2872  
3325 FISHER DR.  
LOGANVILLE, GA 30052  
Phone: (678) 898-7535  
charlesdavidnorton@gmail.com

Date: 06/27/25	Land Lot: 244	District: 4TH
County: WALTON, GA	Scale: 1"=100'	Sheet No. 1 of 1
Drawn By: CDN	Checked By: CDN	
Date of Field Work:	Job #: HIPP BARROS	









## Planning and Development Department Case Information

Case Number: Z25-0250

Meeting Dates: Planning Commission 08-07-2025

Board of Commissioners 09-02-2025

Applicant:

Henry G Reid, Jr.  
611 Youth Jersey Road  
Covington, Georgia 30014

Owner:

Chace & Eva Reid  
611 Youth Jersey Road  
Covington, Georgia 30014

Current Zoning: The current zoning is A1.

Request: Rezone 7.27 acres from A1 to A to grow vegetables and livestock for a non-profit organization and educational tours.

Address: 611 Youth Jersey Road, Covington, Georgia 30014

Map Number/Site Area: C0640094

Character Area: Suburban

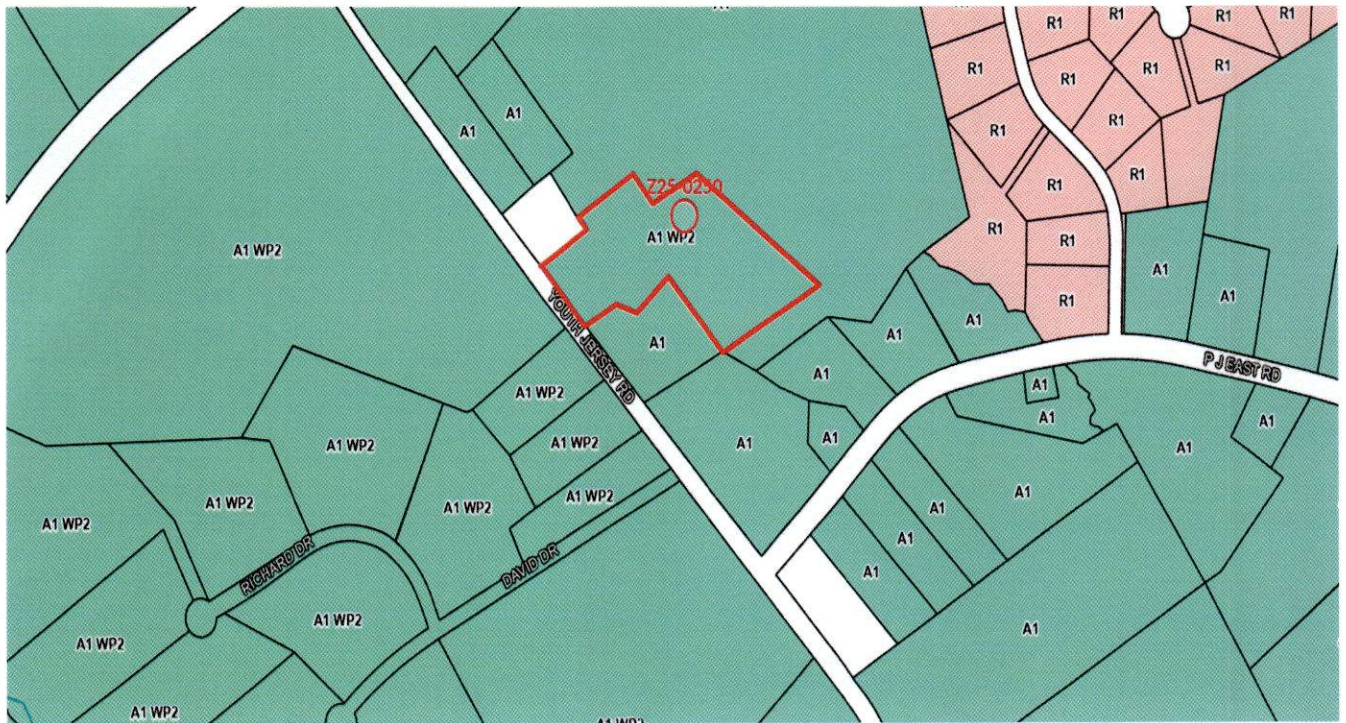
District 3 Commissioner-Timmy Shelnett      Planning Commission—John Pringle

Existing Site Conditions: Property consists of residential dwelling and a barn.



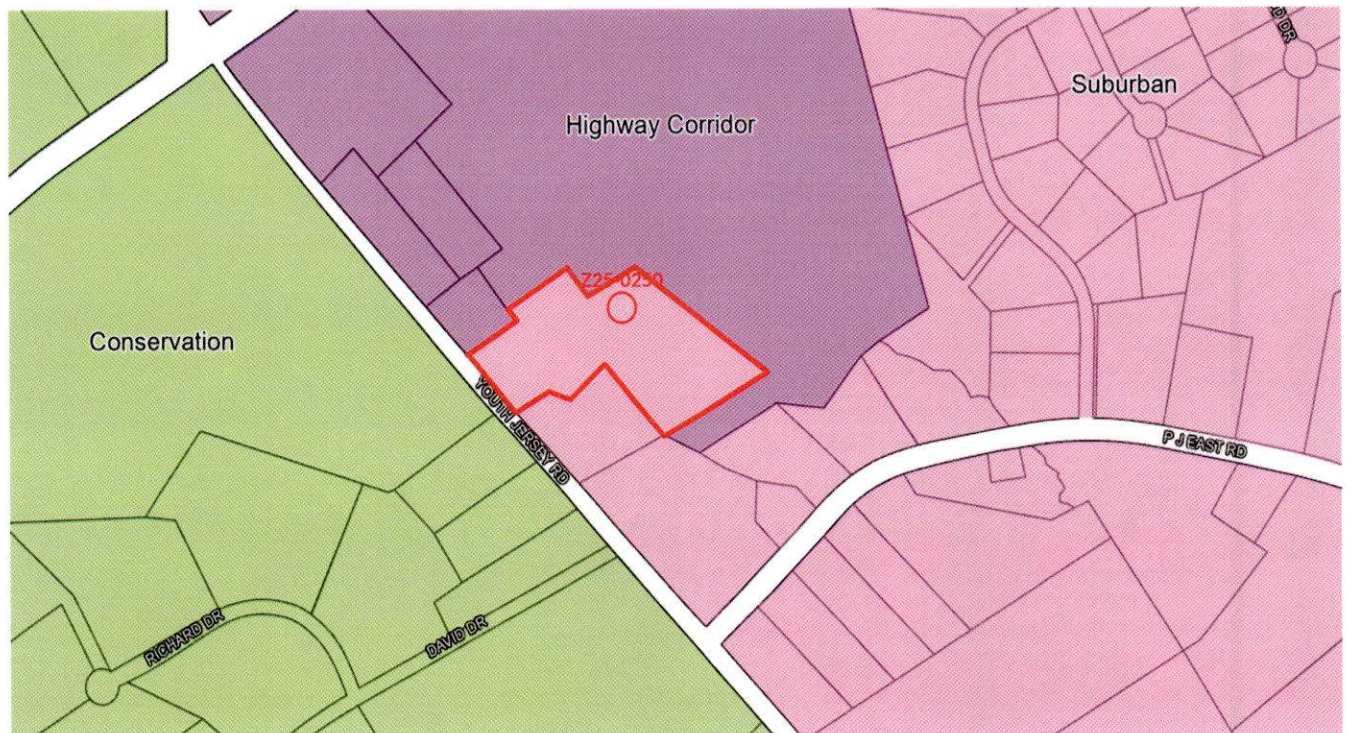


The surrounding properties are zoned A1.



The property is not in a Watershed Protection Area.

The Future Land Use Map for this property is Suburban.





Subdivisions surrounding property:



**History:** No History

**Staff Comments/Concerns:** If approved, Department would request limiting for this use only.

## **Comments and Recommendations from various Agencies:**

**Z25-0250 - Rezone 7.27 acres from A1 to A to grow vegetables and livestock for a non-profit organization and educational tours - Applicant: Henry G Reid, Jr. - Owners: Chance & Eva Reid - Property located at 611 Youth Jersey Road – Map/Parcel C0640094 - District 3**

**Public Works:** Public Works recommends to evaluate the need for a possible commercial driveway to be installed.

**Sheriffs' Department:** No comment received.

**Water Authority:** This area is served by an existing 10" and 20" diameter water mains along Youth-Jersey Road. (static pressure: 105 psi, Estimated fire flow available: 2,500 gpm @ 20 psi). No system impacts anticipated.

**Fire Marshal Review:** No comment

**Fire Department Review:** No comment

**Board of Education:** No comment received.

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

**City of Monroe:** No comment received.



**PC ACTION 8/7/2025:****1. Z25-0250 – Rezone Request**

Request: Rezone 7.27 acres from A1 to A to grow vegetables and livestock for a non-profit organization and educational tours

Applicant: Henry G Reid, Jr.

Owners: Chance & Eva Reid

Location: 611 Youth Jersey Road | Parcel C0640094 | District 3

Presentation: Hank Reid and Chase Reid represented the case. He stated the people in Gwinnett call him Chef Reid because he does a meal ministry program. He stated that they would like to grow food and provide meals and feed the not so fortunate. He stated since 2019 they have served around 50,000 meals. He stated they would like to expand their ministry program and teach children about rural areas and farming and to also share crops with individuals like a specialty farm. He stated that they have 5 acres to keep and maintain, and they will be doing greenhouses behind the home. He stated that they will try and maintain rural areas as well as grow crops and share educational tips for children. Right now, they do classes for Gwinnett Tech in agriculture and how to maintain resources for the community.

John Pringle asked about livestock and there is a limit on how many small, hooved animals you can have. The Applicant stated they like would like to have chickens, pigs and goats to show young people and kids how to help the echo system. Mr. Pringle asked how many goats did they have, and he stated that currently he has 5 goats on 7 acres of land.

Tim Hinton verified that livestock is allowed now in A1 and it is okay to have green houses.

John Pringle stated that they would have to go by the county guidelines on raising livestock to sell. He stated that their intent is to have a greenhouse and this will be seasonal.

Timothy Kemp asked do they partner with schools and the Applicant stated that they would hope that they can do a partnership again with Gwinnett to educate children on farming.

Public Comment:

None

Recommendation:

Motion by John Pringle to recommend approval with livestock being used only for tours, follow county guidelines on animals and no commercial sales and only use for non-profit with a second by Wesley Sisk and Wesley wanted to add no sale of produce. The motion passed unanimously.



# Rezone Application # 225-0250

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

Planning Comm. Meeting Date 08-07-2025 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 09-02-2025 at 6:00PM held at **WC Historical Court House**

**You or your agent must be present at both meetings**

**Map/Parcel** C0640094

**Applicant Name/Address/Phone #**

Henry G. Reid, Jr

611 Youth Jersey Road

Covington GA 30014

E-mail address: chefhank@lettumeat.com

Phone # 470-469-7167

**Property Owner Name/Address/Phone**

Chace Reid J Eva M. Reid

611 Youth Jersey Road

Covington GA 30014

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

Phone # 404-610-7978

Location: 611 Youth Jersey Rd. Covington, GA. Requested Zoning A Acreage 7.27

Existing Use of Property: Residence/Homestead

Existing Structures: Dwelling with full basement, Barn, Well House

The purpose of this rezone is to leverage the full benefit of agriculture zoning which will preserve the rural character of the area and expand the agricultural potential of the property through sustainable farming practices.

Property is serviced by the following:

Public Water: ☒ Provider: Walton County 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 6/25/2025 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 A1 Surrounding Zoning: North A1 South A1  
East A1 West A1

Comprehensive Land Use: Suburban **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;  
Residential and small farm operations.  


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2. The extent to which property values are diminished by the particular zoning restrictions;  
Current zoning may restrict the addition of green houses and other buildings necessary for the expansion farm operations and year round crop cultivation.  


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


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4. The relative gain to the public, as compared to the hardship imposed upon the individual property owner;  
The farm operations are intended to support the local community.  


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

Empowering communities through sustainable agriculture and environmentally friendly practices with a commitment to fostering a resilient and inclusive food system that prioritizes accessibility, health, and community well-being.

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

N/A

# 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: Henry Reid

Address: 611 Youth Jersey Road Covington GA 30014

Telephone: 470-469-7167

Location of Property: 611 Youth Jersey Road

Covington GA 30014

Map/Parcel Number: C0640094

Current Zoning: A1 Requested Zoning: A

C. Reid  
Property Owner Signature

Property Owner Signature

Print Name: Chace Reid  
611 Youth Jersey Road  
Address: Covington GA 30014

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

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

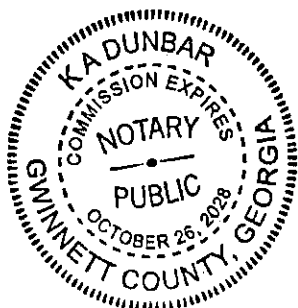
Phone #: 404-610-7978

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

6/25/2025  
Date





# Letter of Intent for Rezoning Application

## Rezoning from A1 to A for Expanded Agricultural Activities

6/25/2025

Planning and Zoning Department

Monroe/Walton County

126 Court Street

Walton County Annex 1

Monroe, GA 30655

Re: Letter of Intent – Rezoning Application from A1 to A

Parcel Number: C0640094

Property Address:

611 Youth Jersey Road

Covington, GA 30014

To Whom It May Concern,

I am writing to formally submit this Letter of Intent in support of a rezoning application for the property identified above, currently zoned as A1 (Agricultural Limited), with the intent to rezone it to A (General Agricultural). This rezoning request is made to facilitate the expansion and diversification of agricultural activities on the parcel, in alignment with both current agricultural trends and the broader objectives of the local comprehensive plan.

### Background and Purpose

The subject parcel has historically been used for limited agricultural purposes under the A1 zoning classification, which restricts certain types of farming operations and agricultural-related activities. As the owner/operator of this property, I am seeking to rezone the parcel to the A district to enable a broader range of agricultural uses. The proposed activities include, but are not limited to, crop diversification, livestock management, small-scale crop processing, the addition of greenhouse buildings for year-round seedling production and propagation, storage buildings for farm equipment and surplus crop harvest and agritourism-related functions. Ultimately our purpose is to develop small scaled farming systems, processes and crops to share, at no charge with those in the community struggling with food insecurity. The Specialty Farm is a partner operation to Lettum Eat Inc., an established nonprofit meal outreach ministry program. Crops grown on the farm will support the food supply for the organization which serves surrounding communities.

### Greenhouse Use

We currently have in storage, two 960 square foot modular classroom buildings donated by Gwinnett County School System. We intend to relocate them to the property and repurpose as solar powered, climate-controlled Greenhouses. We will use the space to propagate plants from existing plants and sprout seeds for plant production year-round. There will be some percentage of crop production that will go to market for sale as a fundraising component of the nonprofit entity, however most of the production is intended for mobile distribution by the Parent organization Lettum Eat Inc. and other Food Resource Cooperative Ministries and Churches in the area.

#### Farm Animal Livestock Use

The general purpose of livestock on the parcel is for property maintenance and educational agritourism purposes. Large and small hooved animals will maintain healthy pastures and produce manure for compost material. Chicken will contribute to healthy soil and egg production. We intend to offer educational tours for school aged guests highlighting the benefits of rural living and the positive impact it has on society. The Farm will also offer extracurricular activities for Senior Adults, Veterans and members of our Special Needs Community.

#### Justification for Rezoning

Expanding the permitted uses from A1 to A will allow for enhanced productivity and sustainability of the land. The flexibility afforded by the A zoning district is crucial for adapting to evolving agricultural practices, market demands, and technological advancements. Additionally, rezoning will support local food production, contribute to food security, and provide opportunities for value-added agricultural enterprises, which are not permitted under the current A1 zoning.

#### Community and Environmental Benefits

The requested rezoning is consistent with the local land use plan and will not adversely affect surrounding properties. On the contrary, the expansion of agricultural activities will:

- Promote economic vitality in the rural community
- Encourage sustainable land stewardship and conservation practices
- Increase opportunities for local employment in the agricultural sector
- Preserve the rural character of the area
- Support educational outreach through agritourism and community engagement



## Conclusion

I respectfully request your favorable consideration of this application to rezone the parcel from A1 to A. This change will allow for responsible and productive agricultural use in a manner that aligns with local planning goals and the interests of the broader community.

Should you require any additional information or documentation to process this application, please do not hesitate to contact me at 470-469-7167 or [chefhank@lettumeat.com](mailto:chefhank@lettumeat.com).

Thank you for your time and attention to this request.

Sincerely,



Chef Hank Reid

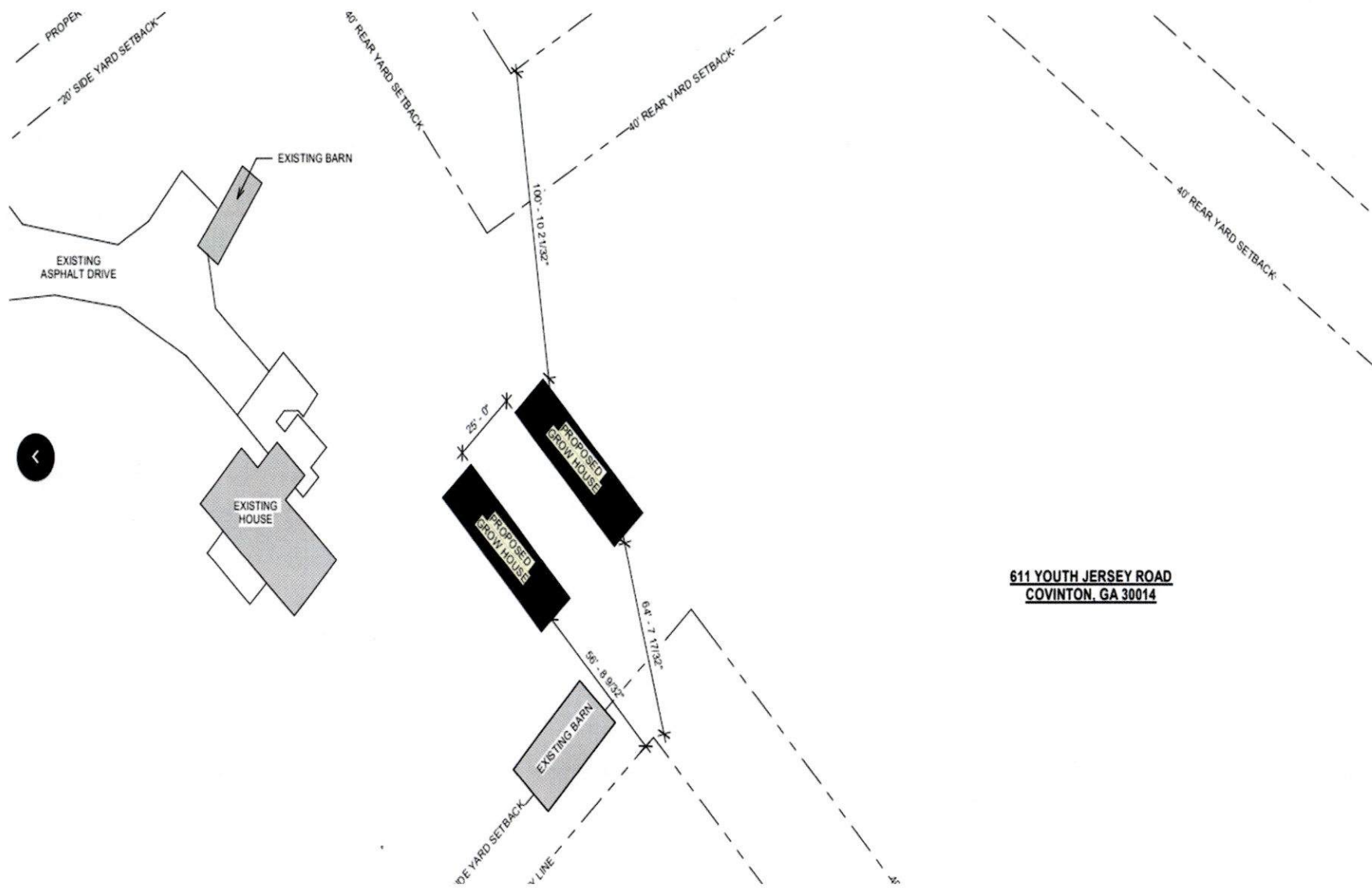
Founder, Lettum Eat Inc.

611 Youth Jersey Road

Covington, GA 30014

470-469-7167

[chefhank@lettumeat.com](mailto:chefhank@lettumeat.com)



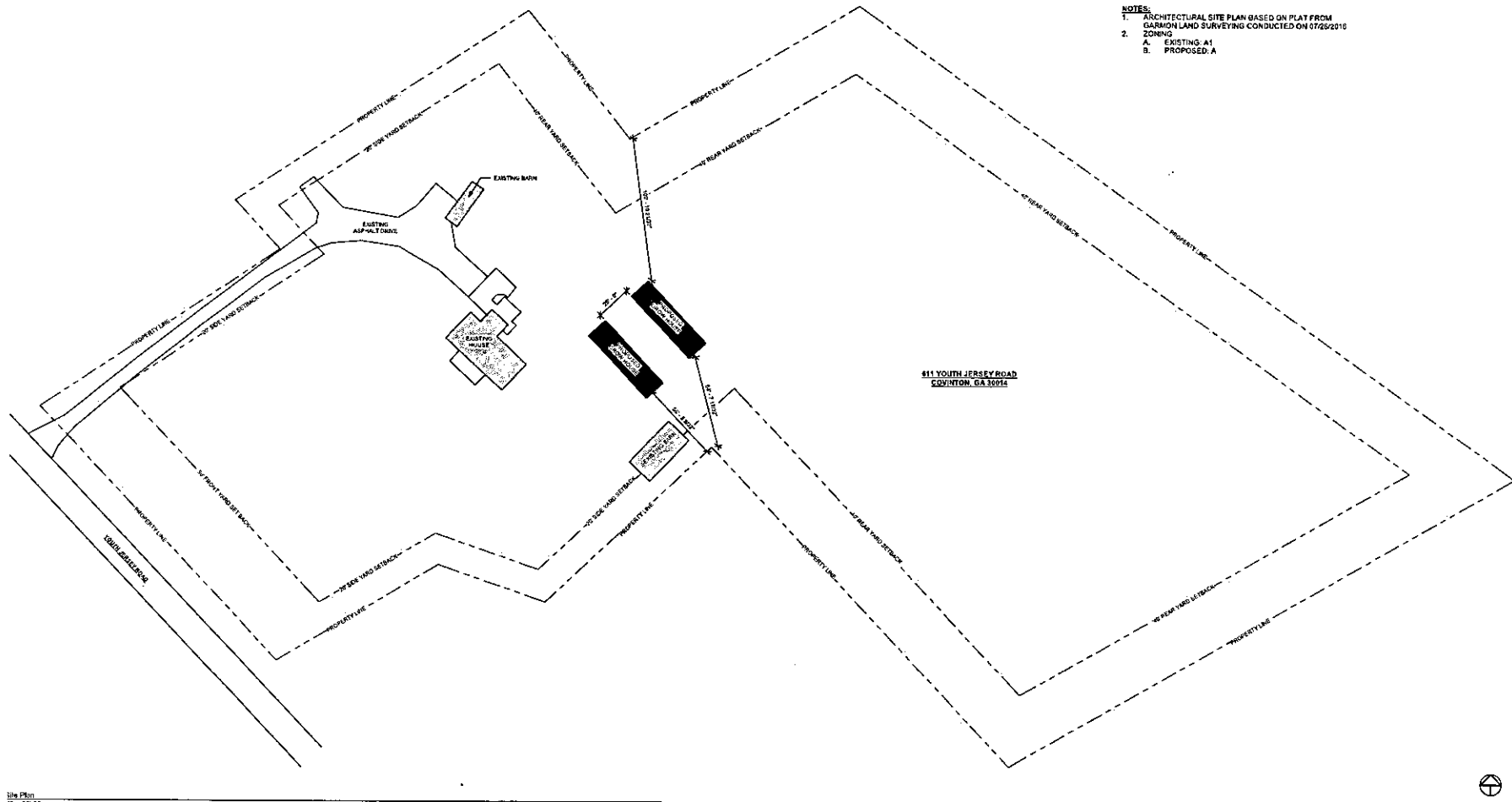


[illegible]

## Site Plan

A100

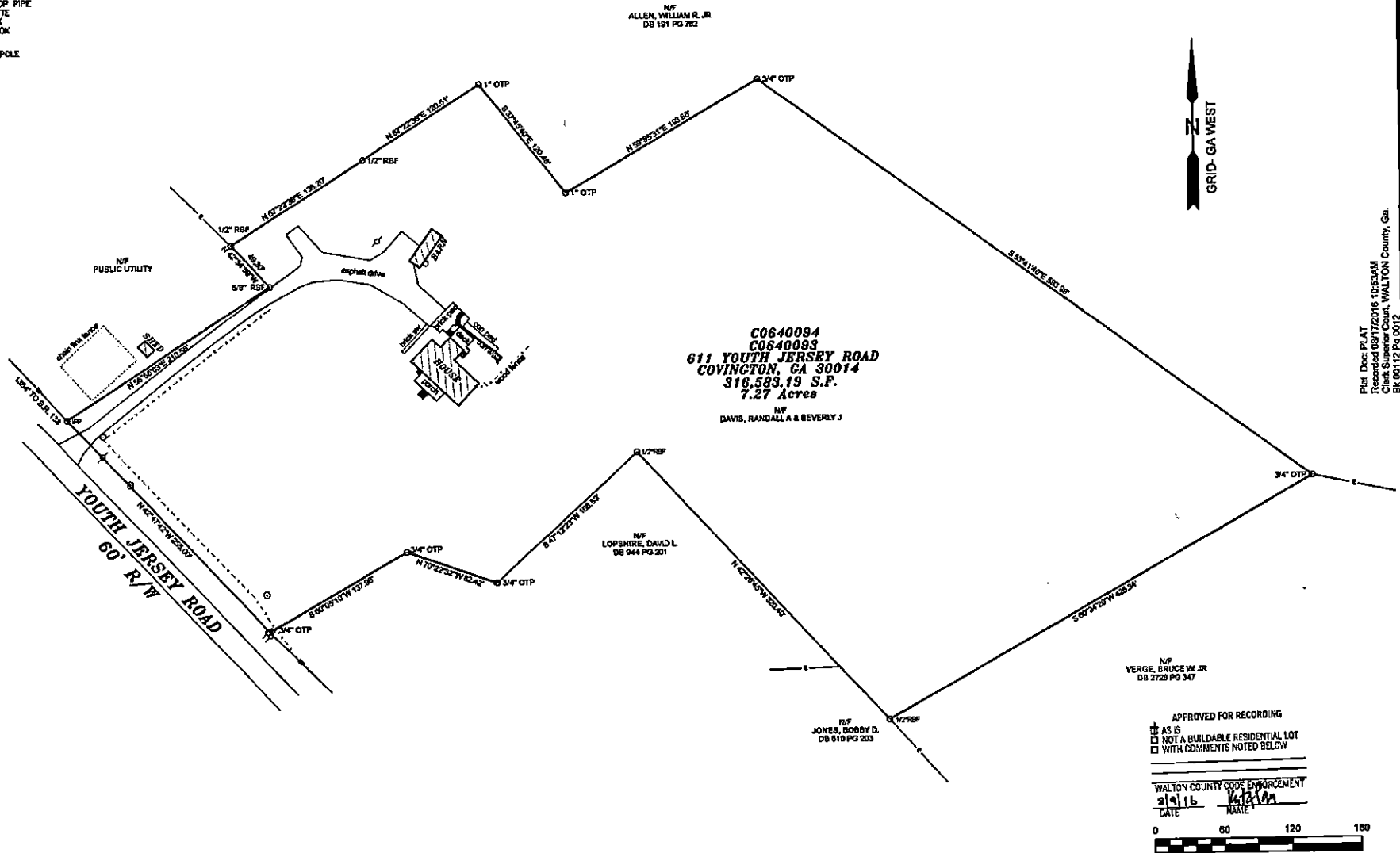
67



Site Plan  
1" = 30'-0"

## LEGEND

IPS=IRON PIN SET  
 RFB=REBAR FOUND  
 BL=BUILDING LINE  
 N/F=NOW OR FORMERLY  
 R/W=RIGHT-OF-WAY  
 OTP=OPEN TOP PIPE  
 CON=CONCRETE  
 SW=SIDEWALK  
 DB=DEED BOOK  
 PG=PAGE  
 ⚡=POWER POLE



Plat. Doc. PLAT  
 Filed for Record  
 Clerk Superior Court, WALTON County, Ga.  
 Blk. 00112 Pg. 0012

N/F  
 VERGE, BRUCE W JR  
 DB 2728 PG 347

APPROVED FOR RECORDING  
☒ AS IS  
☐ NOT A BUILDABLE RESIDENTIAL LOT  
☐ WITH COMMENTS NOTED BELOW

WALTON COUNTY CODE ENFORCEMENT  
 DATE 8/1/16 NAME [Signature]  
 DATE NAME



## NOTES

1. ALL IRON PINS SET ARE 1/2" REBAR UNLESS STATED OTHERWISE.
2. SURVEY AND BEARING BASIS ESTABLISHED WITH GPS USING A NETWORK ADJUSTED REAL TIME KINEMATIC ROVER.
3. THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS RELATIVE POSITIONAL ACCURACY OF  $\pm 0.03$  FEET.
4. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 150,000 FEET.
5. EQUIPMENT USED IN THIS SURVEY WAS A CARLSON SURVEYOR + DATA COLLECTOR AND A TOPCON OPT 3033LM TOTAL STATION.
6. FIELD WORK COMPLETED ON JULY 18, 2016.

## Surveyor's Acknowledgment

I hereby certify that this survey was prepared in conformity with The Technical Standards for Property Surveys in Georgia as set forth in Chapter 150-7 of the Rules of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in the Georgia Plat Act O.C.G.A. 15-6-07.



RECOMBINATION SURVEY FOR:			
RANDALL & BEVERLY DAVIS			
LAND LOT: 128	DATE 07/26/2016	 2230 Railroad Street, Savannah, GA 30555 919-776-1544 - 919-776-1544 611 YOUTH JERSEY RD	
DISTRICT: 4	SCALE 1"=60'		
SECTION:	JOB NO. 2016-161		
COUNTY: WALTON	DRAWING NAME: 611 YOUTH JERSEY RD		





## Planning and Development Department Case Information

Case Number: Z25-0253

Meeting Dates: Planning Commission 08-07-2025

Board of Commissioners 09-02-2025

Applicant:

Reliant Homes GA LLC  
P.O. Box 2655  
Loganville, Georgia 30052

Owner:

(See attached)

Current Zonings: The current zonings are A1 and A2.

Request: Rezone 84.16 acres from A1 and A2 to R1OSC for a residential subdivision with 70 lots.

Address: Youth Jersey Road & Monroe Jersey Road, Covington, Georgia 30014

Map Number/Site Area: C0650056 (49.597 acres), C0660035 (13.243 acres) and C0650057 (21.280 acres)

Character Area: Suburban

District 3 Commissioner-Timmy Shelhutt

Planning Commission—John Pringle

Existing Site Conditions: Property consists of vacant land.











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## **Comments and Recommendations from various Agencies:**

**Z25-0253 - Rezone 84.16 acres from A1 and A2 to R1OSC for a residential subdivision - Applicant: Reliant Homes GA, LLC - Owner of Map/Parcel C0660035 is Alcovy Builders Inc. - Owner of Map/Parcel C0650056 and a part of Map/Parcel C0650057 is MFT Land Investments, LLC – Property located on Youth Jersey Road and Monroe Jersey Road - District 3**

**Public Works:** Public Works recommends to evaluate the need for a possible traffic study of a center turn lane and the installation of an A-cell taper lane and deceleration lane for safe ingress & egress.

**Sheriffs' Department:** No comment received.

**Water Authority:** This area is served by an existing 12" and 20" diameter water mains along Youth-Jersey Road. (static pressure: 120 psi, Estimated fire flow available: 2,500 gpm @ 20 psi). **A NEW 8" WATER MAIN WILL BE REQUIRED TO DISTRIBUTE WATER WITHIN THE DEVELOPMENT. PLEASE COORDINATE WITH WCWD.**

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

**Fire Department Review:** Impacts can include increased fire and emergency medical response. Apparatus placement and fire lane shall be obstructed.

**Board of Education:** No comment received.

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

**City of Monroe:** No comment received.



**PC ACTION 8/7/2025:****1. Z25-0253 – Rezone Request**

Request: Rezone 84.16 acres from A1 and A2 to R1OSC for a residential subdivision

Applicant: Reliant Homes GA, LLC

Owners: Alcovy Builders, Inc. and MFT Land Investments, LLC

Location: Youth Jersey Road and Monroe Jersey Road | Parcels C0660035, C0650056 and part of C0650057 | District 3

Presentation: Ned Butler who lives at 574 Conyers Road in Loganville represented the case. He is a representative of Reliant Homes and MFT Land Investments. There are 13 acres of property currently zoned A1 on the east hand side which is Suburban and on the west side is Conservation. They would like to do R1OSC on all the lots, which will be a 70-lot subdivision, and they will build the subdivision per the county code and are not asking for any Variances. The Red Oak Subdivision in Loganville has similar houses and the house sizes will be 2,000 to 2,900 sq. ft. There will be a 100 ft. buffer and the only trees being disturbed will be for the entrance. There will be a 50 ft. buffer around all property except the adjacent development.

Mr. Butler stated that the entrance will be a landscaped area with a fence. The grading will begin off the decel lane all the way back to the taper. They would like to look at the topo as far as the height. They will also have a mandatory HOA.

Public Comment:

Judy Solomon, who lives at 3318 Maughon Road, stated she is not against the development but against the smaller 70 lots. This development does not belong here because the lots are too small and all the lots around are large lots and this development should not be allowed on Youth Jersey Road and Maughon Road. She stated that there are traffic issues, and it is already hard to get in and out.

Tim Hinton stated that if they followed the Walton County Guidelines that they could do 84 lots with much bigger lots and much bigger houses. He stated some are lots with streets and some with electrical power lines and as far as the flood plain you cannot build in it.

Mr. Hinton also asked her could her children or grandchildren or college student afford the cost of houses today. The kids need affordable housing.

Shannon Bailey, who lives at 1343 PJ East Road stated that the rear of the property didn't show the 50 ft. buffer and the plat that was turned in was not detailed correctly. The homes or the homes in the

rear were done by My Home Communities. They would like to have a 50 ft. buffer along these residential properties and other similar properties.

June Gossling, who lives at 3701 Lovers Lane, spoke and asked for someone to show her where on the map this property is located.

Rebuttal:

Ned Butler came back for rebuttal that as far as the lot size that they did look at the land use map and designed the subdivision to meet all the terms of the code and there will be 23 acres of open space that will not be developed.

Recommendation:

Motion by John Pringle to recommend approval as submitted with a second by Wesley Sisk. The motion passed unanimously.



# **Rezone Application #** Z25-0253 **Application to Amend the Official Zoning Map of Walton County, Georgia**

Planning Comm. Meeting Date 8-7-2025 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 9-2-2025 at 6:00PM held at **WC Historical Court House**

**You or your agent must be present at both meetings**

**Map/Parcel** C0650056 <sup>(49.597 acres)</sup> & a portion of C0660035 <sup>(13.243 acres)</sup> - C0650057 <sup>(21.280 acres)</sup>  
**Applicant Name/Address/Phone #** **Property Owner Name/Address/Phone**

Reliant Homes GA LLC

Alcovy Builders Inc

PO Box 2655

2834 Horseshoe Rd

Loganville, GA 30052

Loganville, GA 30052 *(see attached)*

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

Phone # 678-373-0536

Phone # 404-557-6520

Monroe Jersey Rd Covington  
 Location: Youth Jersey Road, Requested Zoning R1 OSC Acreage 84.16

Existing Use of Property: Vacant land

Existing Structures: None

The purpose of this rezone is \_\_\_\_\_  
Request rezone to develop a 70 lot OSC subdivision.

Property is serviced by the following:

Public Water: Yes Provider: Walton County Water Department 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] 6-30-2025 \$ 550.00  
 Signature Date Fee Paid

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

**Signs will not be removed until after Board of Commissioners meeting**

Office Use Only:

Existing Zoning s A1-A2 Surrounding Zoning: North A1 South A2  
 East A1-A2 West A1-A2

Comprehensive Land Use: Suburban **DRI Required?** Y    N   

Commission District: 3-Timmy Shelton Watershed:    TMP   

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

Owners:

Portion of Parcel C0660035 – 13.243 acres Monroe Jersey Road

Owner: Alcovy Builders Inc, 2834 Horseshoe Road, Loganville, Georgia 30052

Portion of Parcel C0650056 – 49.597 acres Youth Jersey Road

Owner: MFT Land Investments, LLC, P.O. Box 2655, Loganville, Georgia 30052

Portion of Parcel C0650057 -21.280 acres Youth Jersey Road

Owner: MFT Land Investments, LLC, P.O. Box 2655, Loganville, Georgia 30052



# 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: MFT Land Investments LLC

Address: PO Box 2655 Loganville GA 30052

Telephone: 678-373-0536

Location of Property: Double Springs Road

Map/Parcel Number: C0650056 J C0650057

Current Zoning: A1 WP2 Requested Zoning: R1 OSC

*Ned Butler*  
Property Owner Signature

Property Owner Signature

Print Name: Ned Butler

Print Name:

PO Box 2655  
Address: Loganville GA 30052

Address:

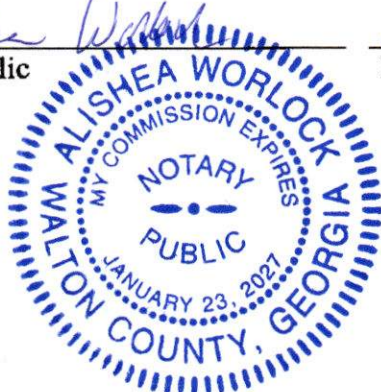
Phone #: 678-373-0536

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.

*Alishea Worlock*  
Notary Public

6/30/25  
Date



# AUTHORIZATION BY PROPERTY OWNER

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

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

Name of Applicant: Alcovy Builders Inc

Address: 2834 Horseshoe Rd Loganville, GA 30052

Telephone: 404-5576520

Location of Property: 13.25+/- acres Monroe Jersey Road which is a  
portion of 56.63 acres tract parcel #C0660035

Map/Parcel Number: C0660035

Current Zoning: A2 R2 Requested Zoning: R1 OSC

[Signature]  
Property Owner Signature

Property Owner Signature

Print Name: John Jessup

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

Address: 2834 Horseshoe Rd  
Loganville GA 30052

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

Phone #: 770-318-9891

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

6/20/2025  
Date

ASHLEY M KINES  
Notary Public, Georgia  
Newton County  
My Commission Expires  
March 13, 2026





**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;**

Al tracts of land to the immediate North, South,  
and West. There is a R1 subdivision  
East of the site and further north of this site.

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

Property values are not anticipated to be  
diminished by the proposed zoning.

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

The proposed zoning will provide additional  
housing for the local area with no anticipated  
destruction of surrounding property values.

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

The proposed zoning will provide additional  
housing and tax basis to the public.

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

The proposed use is for a residential use that  
coincides with the surrounding uses. The proposed  
use also follows along with the Land Use Map  
of a Suburban character.

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**

The property has been owned by the owner and  
vacant since March 2025. The property appears  
have been vacant for many years.





June 30, 2025

Walton County Planning Department  
Attention: Charna Parker  
126 Court St.  
Monroe, GA 30655

Mrs. Parker,

Reliant Homes GA, LLC is requesting a rezone of parcel numbers C0650056 and a portion of C0660035 located on Youth Jersey Road in Covington, GA Walton County. The request is to rezone the 84.16 acres to R1 OSC from A1 WP2 an A1 R1 OSC for development of a 70 lot residential subdivision.

Kind Regards,

A handwritten signature in blue ink, appearing to read 'Ned Butler', with 'vp' written in small letters at the bottom right of the signature.

Ned Butler  
Vice President  
Reliant Homes GA, LLC

# Revised Plan

## GENERAL SITE NOTES:

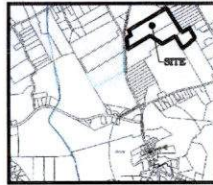
1. SITE ENCOMPASSES LOCATED AT THE EAST END OF YOUTH JERSEY RD. NEAR THE INTERSECTION WITH BAUGHMAN ROAD IN WALTON COUNTY, GEORGIA.
2. TOTAL SITE AREA IS = 84.16 AC.
3. PROPOSED 50' BUFFER REQUIRED ALONG THE PROPERTY TO R1/R2C OVERLAY PROPOSED USE - RESIDENTIAL LOTS.
4. TOTAL LOTS PROPOSED = 70.
5. LOT DENSITY = 70 UNITS/84.16 ACRES = 0.83 UNITS/AC.
6. BUILDING SETBACKS IN R1/R2C OVERLAY: FRONT = 10 FT. SIDE = 10 FT. REAR = 10 FT. AS REQUIRED BY THE L.O.G. 100' NON-TRAFFIC BUFFER ALONG ADJACENT HIGHWAY. 50' TRANSITIONAL BUFFER ALONG ADJACENT NON-RESIDENTIAL SUBDIVISIONS.
7. TOTAL OPEN SPACE AREA REQUIRED IS 21.24 AC. (25% OF 84.16 AC.).
8. TOTAL OPEN SPACE AREA PROPOSED IS 25.08 AC. (21.58/24.16).
9. SMALLEST LOT SIZE SHOWN = 25,800 S.F.
10. MIN. LOT SIZE REQUIRED = 25,800 S.F.
11. MIN. HOUSE SIZE = 1,600 S.F. FOR 1 STORY & 2,000 S.F. FOR 2 STORY.
12. BOUNDARY INFORMATION SHOWN WAS TAKEN FROM A BOUNDARY SURVEY AND A UNDER SUBDIVISION PLAT PREPARED BY NORTHEAST LAND SURVEYING, LLC. DATED 03/20/2023 & 03/24/23.
13. TOPOGRAPHIC INFORMATION SHOWN WAS TAKEN FROM NOAA GA ONE LEAF FOR WALTON COUNTY, GEORGIA.
14. THE NATIONAL BUREAU OF METEOROLOGY MAP WAS CONSULTED AND THERE ARE NO METEOROLOGICAL DANGER ZONES.
15. DEVELOPER: RELIANT HOMES GA, LLC. 1700 BOX 2655 LOGANVILLE, GEORGIA 30052 PHONE: (770) 715-2800 24 HR. CONTACT: NED BUTLER
16. SURVEYOR: NORTHEAST LAND SURVEYING, INC. 1700 BOX 2655 LOGANVILLE, GA 30052 PHONE: (770) 715-2800 24 HR. CONTACT: NED BUTLER
17. ENGINEER: JVC DESIGN GROUP, INC. 4000 GORDON ROAD, SUITE 100 LOGANVILLE, GA 30052 PHONE: (770) 771-4371 ENGINEER CONTACT: ONE M. DAY, P.E.
18. SEPTIC DESIGN SHALL BE PROVIDED FOR EACH LOT ON AN INDIVIDUAL LOT (ON BASE, THE DESIGN OF EACH LOT IS REQUIRED FOR THE SEPTIC DESIGN APPROVAL THROUGH WALTON COUNTY HEALTH DEPARTMENT AND THE INSTALLATION OF EACH SYSTEM BY THE WALTON COUNTY HEALTH DEPARTMENT'S DEVELOPMENT REGULATIONS.

REFERENCE: WALTON COUNTY COMPREHENSIVE LAND DEVELOPMENT ORDINANCE ZONING, ARTICLE 4 SECTION 4-1-120 A1 BASE ZONING, & ARTICLE 4 SECTION 4-2-120 SUBDIVISION.

PURSUANT TO THE COMPREHENSIVE LAND DEVELOPMENT ORDINANCE OF WALTON COUNTY, GEORGIA, ALL THE REQUIREMENTS OF OSC CONCEPT PLAN APPROVAL, MAINTAIN NEAR FULFILLING THE OSC CONCEPT PLAN HAS BEEN APPROVED. THE FINAL PLAT MUST BE RECORDED ON A DEVELOPMENT PERMIT MUST BE ISSUED WITHIN 6 MONTHS OF THE APPROVAL OF THE OSC CONCEPT PLAN OR THE APPROVAL WILL EXPIRE AND BE NULL AND VOID.

DIRECTOR: WALTON COUNTY PLANNING & DEVELOPMENT

DATE:



VICINITY MAP N.T.S.

THE OPS LOCATION OF THE CONSTRUCTION EXIT IS: 33.7334 NORTH, -83.8045 WEST.



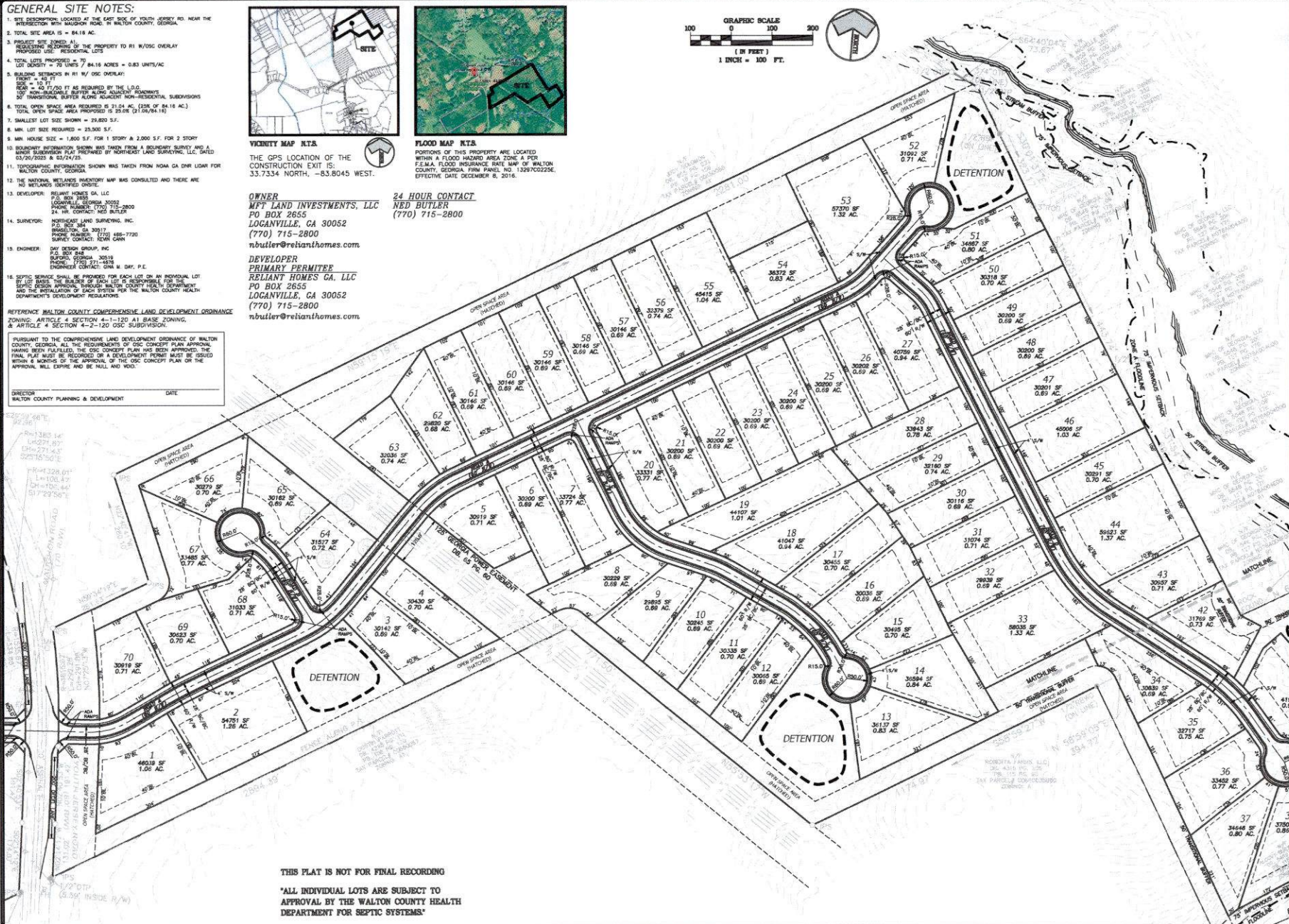
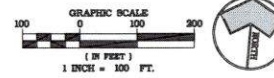
FLOOD MAP N.T.S.

PORTIONS OF THIS PROPERTY ARE LOCATED WITHIN A FLOOD HAZARD AREA ZONE X PER F.E.M.A. FLOOD INSURANCE RATE MAP OF WALTON COUNTY, GEORGIA. FIRM PANEL NO. 13297C0225E, EFFECTIVE DATE DECEMBER 8, 2016.

**OWNER**  
MPT LAND INVESTMENTS, LLC  
PO BOX 2655  
LOGANVILLE, GA 30052  
(770) 715-2800  
nbutter@relianthomes.com

**24 HOUR CONTACT**  
NED BUTLER  
(770) 715-2800

**DEVELOPER**  
PRIMARY PERMITTEE  
RELIANT HOMES GA, LLC  
PO BOX 2655  
LOGANVILLE, GA 30052  
(770) 715-2800  
nbutter@relianthomes.com



THIS PLAT IS NOT FOR FINAL RECORDING

\*ALL INDIVIDUAL LOTS ARE SUBJECT TO APPROVAL BY THE WALTON COUNTY HEALTH DEPARTMENT FOR SEPTIC SYSTEMS\*



CIVIL ENGINEERING  
LANDSCAPE ARCHITECTURE  
SITE PLANNING  
P.O. BOX 448  
BURLINGAME, CA 94010  
(708) 371-4529  
dave@daydesigngroup.com  
www.daydesigngroup.com

**DAY DESIGN GROUP, Inc.**

RELIANT HOMES

FOR  
CONCEPTUAL ZONING PLAN  
**KENSLEY PARK SUBDIVISION**  
LOCATED IN  
LANDLOT 130, 127, 126, 139 - 4TH DISTRICT  
WALTON COUNTY, GEORGIA

NO.	DATE	DESCRIPTION	REVISIONS
1	07/24/25	REVISED 50' TRANSITIONAL BUFFER	
2	07/24/25	INITIAL DATE OF PLANS	

DATE: 07/24/25  
DRAWN BY: GMD/JMI  
JOB NO.: 23-107

SHEET 1 OF 2





VICINITY MAP N.T.S.  
THE GPS LOCATION OF THE CONSTRUCTION EXIT IS:  
33.7334 NORTH, -83.8045 WEST.



FLOOD MAP N.T.S.  
PORTIONS OF THIS PROPERTY ARE LOCATED WITHIN A FLOOD HAZARD AREA ZONE A FOR F.E.M.A. FLOOD INSURANCE RATE MAP OF WALTON COUNTY, GEORGIA. FIRM PANEL NO. 13297C0225E, EFFECTIVE DATE DECEMBER 8, 2016.

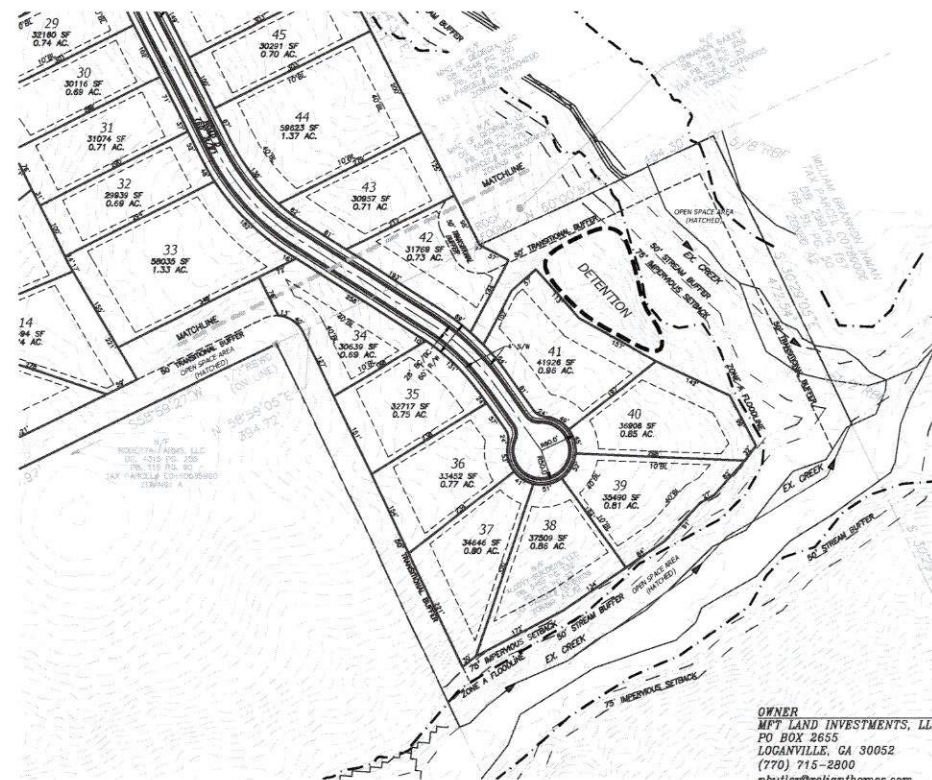


CIVIL ENGINEERING  
LANDSCAPE ARCHITECTURE  
SITE PLANNING  
405 BOX 2655  
LOCANVILLE, GA 30052  
(770) 715-2800  
dbutler@relianthomes.com  
www.dabutlergroup.com

DAY  
DESIGN  
GROUP, Inc.



CONCEPTUAL REZONING PLAN  
FOR  
**KENSLEY PARK SUBDIVISION**  
LOCATED IN  
LANDLOT 132, 131, 130, 129 - 4TH DISTRICT  
WALTON COUNTY, GEORGIA



**OWNER**  
MFT LAND INVESTMENTS, LLC  
PO BOX 2655  
LOCANVILLE, GA 30052  
(770) 715-2800  
nbutler@relianthomes.com

**DEVELOPER**  
PRIMARY PERMITEE  
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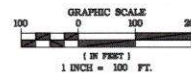
**24 HOUR CONTACT**  
NED BUTLER  
(770) 715-2800

REFERENCE WALTON COUNTY COMPREHENSIVE LAND DEVELOPMENT ORDINANCE  
ZONING: ARTICLE 4 SECTION 4-1-120 A1 BASE ZONING,  
& ARTICLE 4 SECTION 4-2-120 OSC SUBDIVISION.

PURSUANT TO THE COMPREHENSIVE LAND DEVELOPMENT ORDINANCE OF WALTON COUNTY, GEORGIA, ALL THE REQUIREMENTS OF OSC CONCEPT PLAN APPROVAL HAVING BEEN FULFILLED, THE OSC CONCEPT PLAN HAS BEEN APPROVED. THE FINAL PLAT MUST BE RECORDED OR A DEVELOPMENT PERMIT MUST BE ISSUED WITHIN 6 MONTHS OF THE APPROVAL OF THE OSC CONCEPT PLAN OR THE APPROVAL WILL EXPIRE AND BE NULL AND VOID.

DIRECTOR \_\_\_\_\_ DATE \_\_\_\_\_  
WALTON COUNTY PLANNING & DEVELOPMENT

THIS PLAT IS NOT FOR FINAL RECORDING  
\*ALL INDIVIDUAL LOTS ARE SUBJECT TO  
APPROVAL BY THE WALTON COUNTY HEALTH  
DEPARTMENT FOR SEPTIC SYSTEMS.\*



NO.	DATE	DESCRIPTION	REVISIONS
2	07/24/23	REVISED 50' TRANSITIONAL BUFFER	
1	06/27/23	INITIAL DATE OF PLANS	

DATE: 07/24/23	
DRAWN BY: GMD/JAM	
JOB NO.: 23-101	
SHEET <b>2</b>	OF <b>2</b>





## Planning and Development Department Case Information

Case Number: LU25-0256 and Z25-0257

Meeting Dates: Planning Commission 08-07-2025  
Board of Commissioners 09-02-2025

Applicant:  
JW Residential Group, LLC  
146 MLK Jr. Blvd #382  
Monroe, Georgia 30655

Owner:  
3SD, LLC  
146 MLK Jr. Blvd #382  
Monroe, Georgia 30655

Current Zoning: A1

Request: Request Land Use Change from Employment Center to Suburban and Rezone 121.431 acres A1 to A1 2400 Overlay for a residential subdivision with 54 lots.

Address: Rowe Road & Highway 78, Monroe, Georgia 30655

Map Number/Site Area: C0750154

Character Area: Employment Center

District 3 Commissioner - Timmy Shelnett      Planning Commission—John Pringle

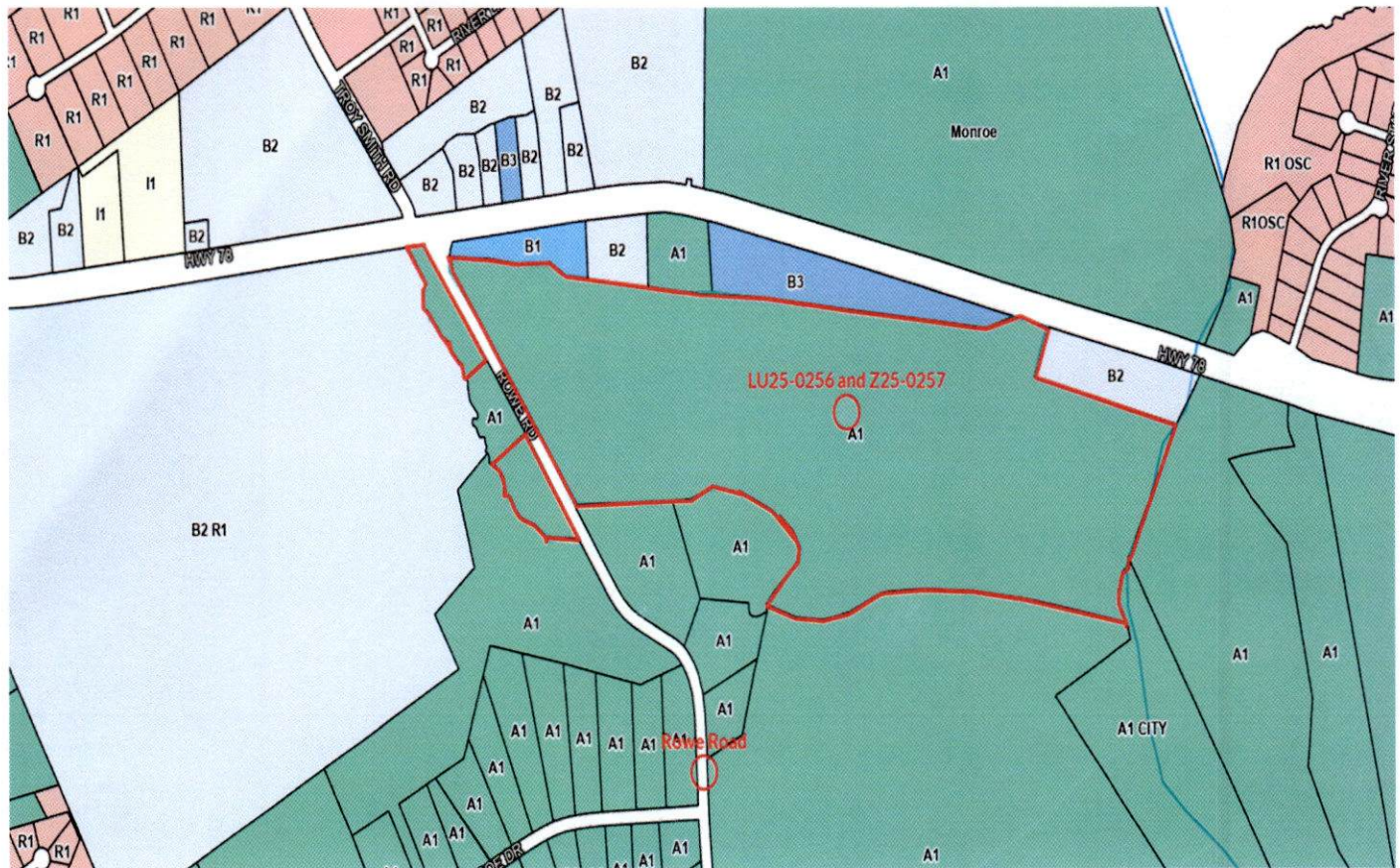
District 5 Commissioner – Jeremy Adams      Planning Commission – Tim Hinton

Existing Site Conditions: Property is vacant.





The surrounding properties are zoned A1, R1, B1, B2, and B3.



Subdivisions surrounding property:

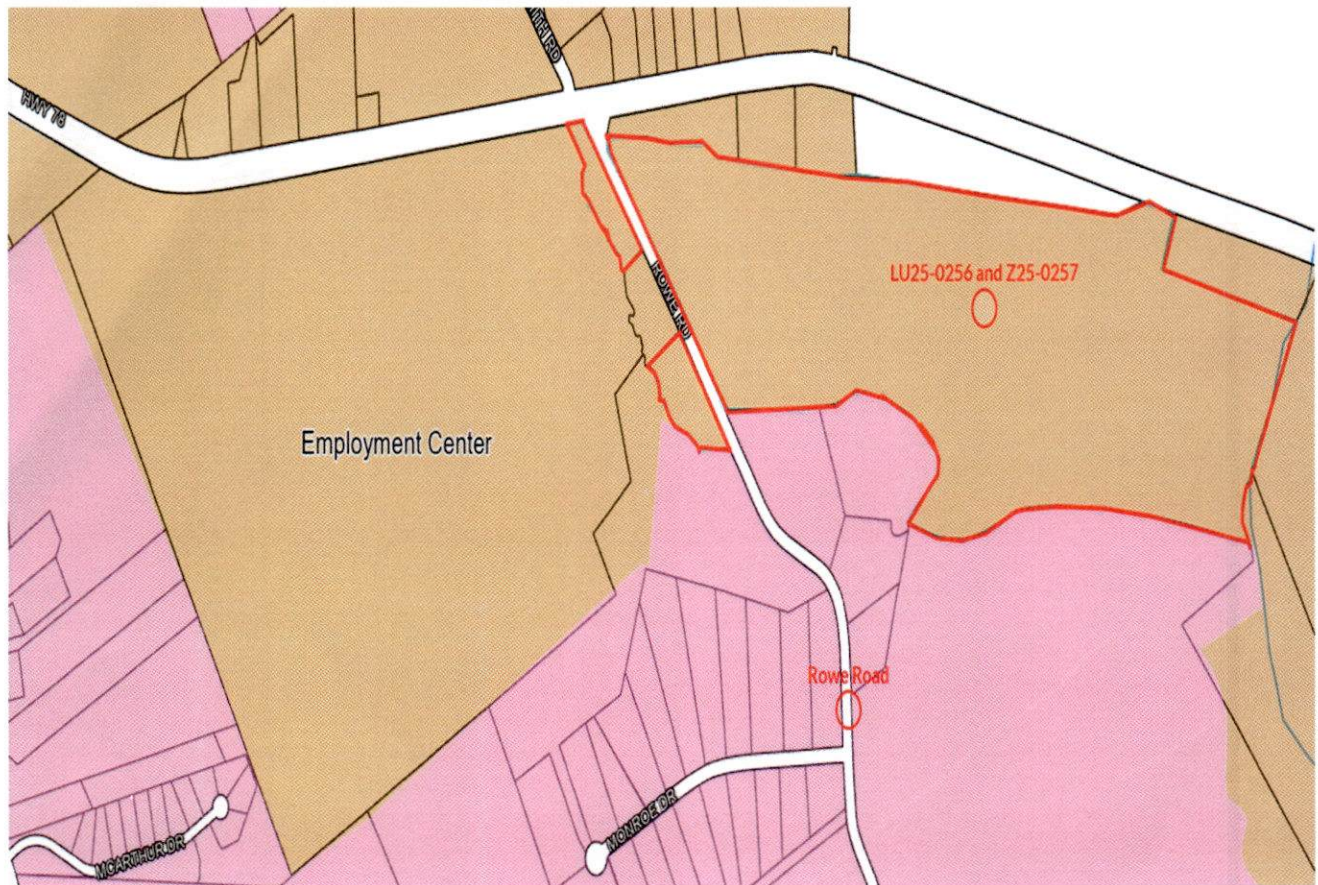


*take new to show this prop*



The property is not located in a Watershed.

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



**History:** No History

**Staff Comments/Concerns:**



## **Comments and Recommendations from various Agencies:**

**LU25-0256 and Rezone Z25-0257 – Land Use Change from Employment Center to Suburban and Rezone 121.43 acres from A1 to A1 OSC for a residential subdivision - Applicant: JW Residential Group, LLC – Owner: 3SD, LLC - on Property located on Rowe Road and Highway 78 – Map/Parcel C0750154 - District 3 and District 5**

**Public Works:** Public Works recommends to install an A-cell taper lane and a deceleration lane for safe ingress.

**Sheriffs' Department:** No comment received.

**Water Authority:** This area is served by an existing 6" diameter water mains along Rowe Road and 10" diameter water mains along Highway 78. (static pressure: 115 psi, Estimated fire flow available: 2,500 gpm @ 20 psi). **A NEW WATER MAIN WILL BE REQUIRED TO DISTRIBUTE WATER WITHIN THE DEVELOPMENT. PLEASE COORDINATE WITH WCWD.**

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

**Fire Department Review:** Impacts can include increased fire and emergency medical response. Apparatus placement and fire lanes shall be obstructed.

**Board of Education:** No comment received.

**GDOT:** Will not require coordination with Georgia DOT, unless any drainage, grading, or utilities are impacting State R/W.

**City of Monroe:** No comment received.

## PC ACTION 8/7/2025

### 1. LU25-0256 and Z25-0257 – Land Use Change and Rezone Request

**Request:** Land Use Change from Employment Center to Suburban and Rezone 121.43 acres from A1-to-A1 2400 residential subdivision

**Applicant:** JW Residential Group, LLC

**Owner:** 3SD, LLC

**Location:** Rowe Road and Highway 78 | Parcel C0750154 | District 5

**Presentation:** Jessica Cantrell with Underwood & Scoggins Attorneys at Law represented the case. She is representing the Applicant and Owner (J.W. and Emma Shadrach) who live at 2509 Bold Springs Road. There are 2 applications pending. One is for the rezone from A1 Rural Estate to A1 2400 Residential Overlay District on 121.43+ acres on Rowe Road and Hwy 78. The other request is a Character Area Map Amendment from existing Employment Center to Suburban. The property is right off Rowe Road and Highway 78 is 121 + acres. The Character Area for Walton County where the property is located is Employment Center but is surrounded by properties that are Suburban. Employment Center contemplates larger-scale commercial including light industry, office, retail and serviced. Zoning Compatibility for Employment Center is Neighborhood Business (B1), Highway Business (B2), General Business (B3), Office-Industrial (OI), Light Industrial (M1), and Heavy Industrial (M2). Appropriate land uses are commercial, office and industrial. We are asking for Suburban which is planned to accommodate the majority of new residential growth. The appropriate land use is residential, agriculture, public, and mixed use. The subject property is not suitable for large-scale commercial, industrial or office uses because it lacks sufficient visibility and access on Highway 78. Five tracts of land including existing businesses are sandwiched between the subject property and Highway 78. There is another justification which is an environmental factor is the existence of streams, wetlands and other areas along this property to the Alcovy River is not good for commercial property because there would be significantly more runoff due to mass clearing and grading of land which will affect the environmentally sensitive areas. Open space is a better use for the property and there are almost 40 acres dedicated to open space. Ms. Cantrell explained the site plan and character area map. Banks Crossing which is a 54 single family lot, all the lots would be 25,500 and the density is 1 unit per 2.24 acres and the houses would be 3 to 5 bedrooms with 2 ½ to 4 bathrooms and 2 or 3 garages. There will also be an HOA. Each home is at least 2,400 sq. ft.

Tim Hinton stated that not all the lots are 25,500, that some are larger and he has visited the property, and the development of the property is sufficient but adjacent property that fronts Highway 78 could be commercial and there is nothing to prohibit that. All this Board is here to do is see what is being asked is appropriate for the zoning. If approved he would like something in the sales contract that this neighborhood is adjacent to Highway Corridor and has the potential to be commercial property. Mr. Hinton said because of the proximity someone may want to come to the area and there should be enough buffers there for the homeowner.



Public Comment:

Danny Cook, who lives at 1369 Monroe Drive in Lake Monroe Landing, is not opposed to the rezone but would like to see what they can do to lower the lots. He said this will add congestion on Highway 138 and Highway 78. He would also like for the neighborhood to meet with the builder to get a better understanding of what is being requested. Can they work with GDOT and see if they can work with them to consider having access on Highway 78 with maybe a right turn only.

Jere Rowe, who lives at 1320 Highway 138 lives on the other side and Rowe Road was named after them. He is not necessarily opposed but with growth comes caution. At the end of the road there is traffic, and it is bad traffic and there are bad places to get in and out of. From the Hwy 78 end to the Hwy 138 end there are lots of hills and people drive very fast and there are people walking and riding horses and it is dangerous already.

Fred Thompson who lives at 1450 Monroe Drive at Lake Monroe Landing the site plan shows lots of sizes. He would like to know what the width and how deep and how narrow the setback is and how far is the setback and how far is to the depth and would somebody monitor this. Tim Hinton stated that there was a level 3 study, and the engineer laid the subdivision out the best they can. The Green space is the wet area and the wetlands in the rear are not suitable for a building. Mr. Thompson stated that he did not hear the minimum prices of the houses. He said with 54 houses then that there would be 108 more cars on Rowe Road trying to get on to Highway 78 and you have to turn right and turning in a different direction is a pain and they should put a traffic light there for safety.

Tim Hinton stated that there is potential for traffic everywhere you go and that we have no governers of traffic. He said on Rowe Road there will be a traffic study and GDOT will be giving that to Planning & Development to review. Mr. Thompson said that regarding homes being built that there are lots of subdivisions being developed like the one at Pine Forest. He asked, would it be possible to hire an arborist to save the trees that are there and not tear down all trees and go back and plant small trees and see if they will live?

Rebuttal:

Jessica Cantrell came back for rebuttal. She is going to touch on some of the concerns. Green Space preserved a lot of land, but it is hard to see on the site plan. There are also ponds that take up land on the property. The developer is not going to come in and clear all the trees. The overlay is trying to preserve the A1 rural area. There is going to be a HOA and as far as the prices of the homes that is getting the horse before the cart.

Tim Hinton said that the frontage on Rowe Road is tree lined and other than the entry there would be no reason to take down trees.

Ms. Cantrell stated that they would leave all trees except for the entrance and there will be monuments with landscaping and fencing behind the landscaping just to where trees are left. He also stated that they requested a meeting and that usually the meetings are before the Planning Commission Meeting, but they have time enough to have a meeting before the Board of Commissioners Meeting, and could they find a time and place to meet with the neighbors, and she stated that they can.

The frontage is going to be on Rowe Road and there is 100 ft. right of way. They will have the standing timber and only tear down trees as far as the entry and other than the entrance they will not disturb. They will have an entry with monumental signage with trees, shrubs, nice landscaping and fencing behind.

Recommendation:

Motion by Tim Hinton to recommend approval with condition that a disclosure be put in the contract that this neighborhood is being built adjacent to a highway corridor and has the potential for commercial property with a second by Timothy Kemp. The motion passed unanimously.







# Character Area Map Amendment

Application # LU25-0256

Planning Comm. Meeting Date 8-7-2025 at 6:00PM held at **WC Board of Comm. Meeting Room**

Board of Comm. Meeting Date 9-2-2025 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 C0750154

**Applicant Name/Address/Phone #**

JW Residential Group, LLC

146 MLK Jr. Blvd, #382

Monroe, GA 30655

Phone # 470-995-1776

E-mail Address: jcantrell@underwoodscoggins.com

**Property Owner Name/Address/Phone**

3SD, LLC

146 MLK Jr. Blvd, #382

Monroe, GA 30655

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

Phone # 470-995-1776

Location: Rowe Road Acreage 121.08+/-

Existing Character Area: Employment Center

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 2400 Number of Lots: 54 Minimum Lot Size: 25,000 sq. feet  
Residential Overlay

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

7/12/2025  
Date

\$250.00  
Fee Paid



# Rezone Application # 225-0257

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

Planning Comm. Meeting Date 8-7-2025 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 9-2-2025 at 6:00PM held at **WC Historical Court House**

**You or your agent must be present at both meetings**

**Map/Parcel** C0750154

**Applicant Name/Address/Phone #**

**JW Residential Group, LLC**

146 MLK Jr. Blvd, # 382

**Property Owner Name/Address/Phone**

**3SD, LLC**

146 MLK Jr. Blvd, # 382

**Monroe, GA 30655**

**Monroe, GA 30655**

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

Phone # 470-995-1776

Phone # 470-995-1776

Location Rowe Road Hwy 78 Requested Zoning A1 2400 Acreage 121.08+/-  
overlay 121.431

Existing Use of Property: Undeveloped

Existing Structures: Undeveloped

The purpose of this rezone is The property is currently zoned A1, the developer wishes to rezone to A1 2400

Residential Overlay to develop a residential subdivision.

Property is serviced by the following:

Public Water: ☒ Provider: Walton County

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 6/30/25 Fee Paid \$ 650.00

**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 B2 B1 B3 A1 South A1  
 East B2 A1 West B2 B1 A1

Comprehensive Land Use: Employment Center DRI Required? Y  N ✓

Commission District: 3 - Timmy Shelton Watershed:  TMP ✓

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

# AUTHORIZATION BY PROPERTY OWNER

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

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

Name of Applicant: JW Residential Group  
 Address: 146 MLK Jr. Blvd, #382, Monroe, GA 30655  
 Telephone: 470-995-1776  
 Location of Property: Rowe Road

Map/Parcel Number: C0750154

Current Zoning: A1 Requested Zoning: A1 2400 Residential Overlay

Emma Shadrach  
 Property Owner Signature

John Shadrach  
 Property Owner Signature

Print Name: Emma Shadrach

Print Name: John Shadrach

Address: 146 MLK Jr Blvd #382  
Monroe, GA 30655

Address: 146 MLK Jr Blvd #382  
Monroe, GA 30655

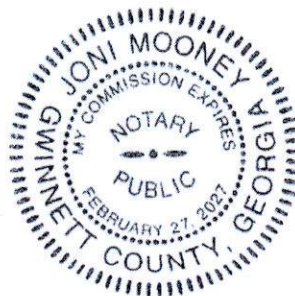
Phone #: 678-466-9954

Phone #: 678-466-9954

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.

Joni Mooney  
 Notary Public

6/30/25  
 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;**

The existing property is currently undeveloped, zoned A1 property in the Rural Estate District.

Boarding properties to the north (facing Highway 78) are Neighborhood Business District (B1), Rural Estate District (A1)

Highway Business District (B2), and General Business District (B3). Properties to the East are A1.

Properties to the South and West are A1 and B2R1.

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

The current zoning of A1 without the A1 2400 Residential Overlay District does not allow the development of the property in a manner that is economically viable and as such the property has no value as currently zoned.

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

Per Walton County's Comprehensive Plan, the County is predicted to grow annually at a rate of 1.49%.

Specifically the Monroe and Between areas will benefit from this rezoning because it will allow for the development of a residential subdivision with 54 lots ranging from 0.67 acres to 2.69 acres, while still maintaining 39.47 acres of open green space.

Leaving the property encumbered by the A1 zoning restrictions does not

further the health, safety, morals or general welfare of the public.

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

As mentioned above, the County is growing, the public would receive a new community that is in line with the character area of the surrounding areas and already has dedicated open green space, the County would receive an additional tax base.

Without the requested rezoning the property cannot be developed in an economically viable manner. And leaving the property encumbered by the existing A1 zoning restrictions would impose a significant detriment on the

Applicant and Owner without providing any benefit to the health, safety, and welfare of the public.

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

The property is currently zoned A1, the current zoning designation allows for a subdivision. However, the current zoning

does not allow the Applicant to build an economically viable project.

The adjacent and Subject Properties are compatible with the 2400 Residential Overlay and Proposed Use as a subdivision

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

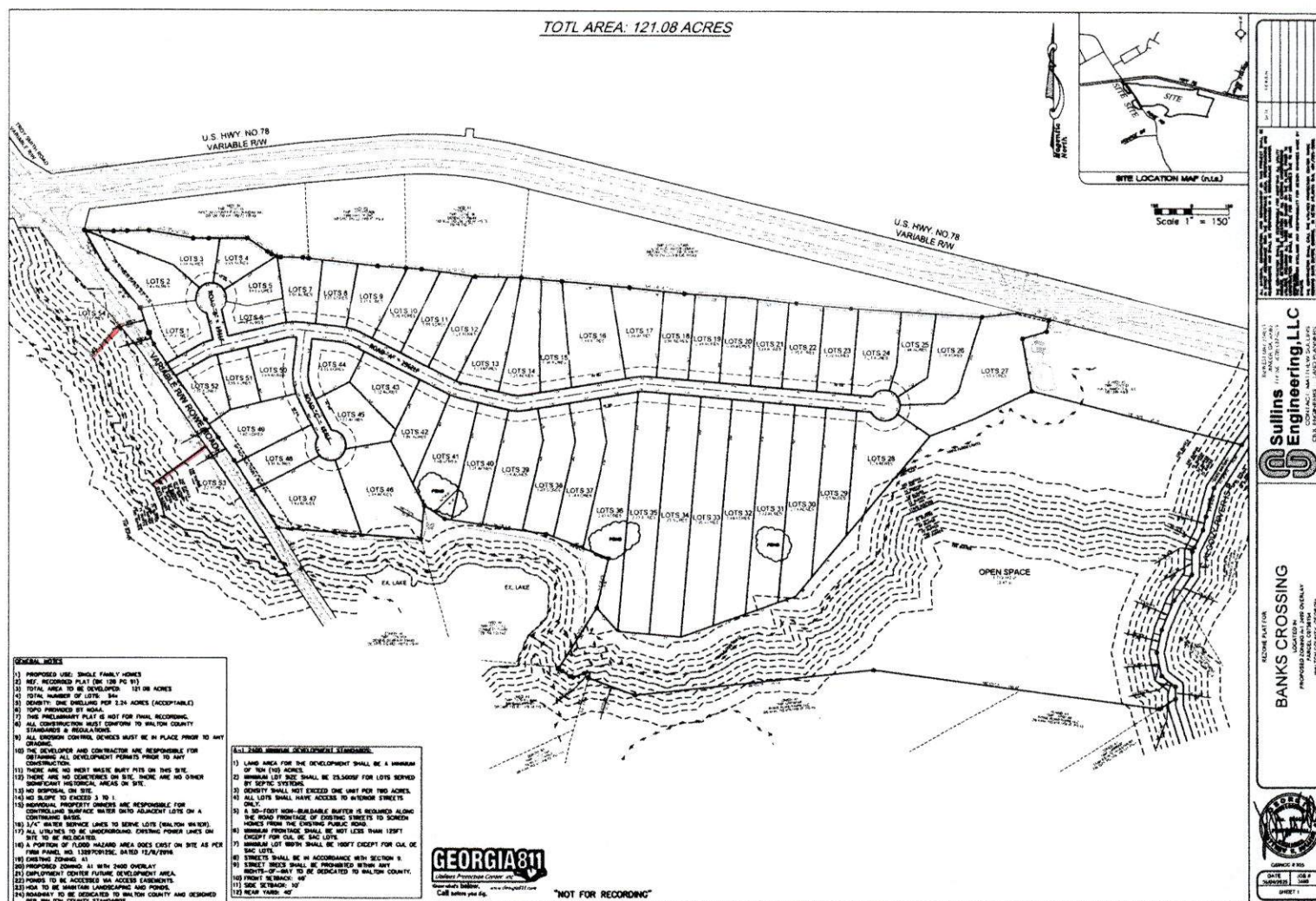
The land has remained undeveloped and as far as the Applicant knows, another zoning Application for the property

has never been sought. As far as land development in the area, Lake Monroe subdivision was built in 1999; Alcovy River Landing (across

Hwy 78) was built between 2001-2003; Weston subdivision was built in 2007. The time and area

is ripe for new life to be brought in.





Amended Proffered conditions:

- 1. Neighborhood to be controlled by a mandatory Homeowner's Association with design and building covenants and restrictions.**
- 2. Lots shall be graded to allow water to flow away from the homes to the stormwater infrastructure.**
- 3. Roofs shall have a minimum pitch of:**
  - a. 10/12 minimum on main body front to back.**
  - b. 9/12 minimum on ranch style homes.**
  - c. 12/12 minimum on pitch on accent gables.**
- 4. All dwelling facades shall be constructed of wood, siding, cement fiber siding, brick, stone, stucco, or other masonry type products. Vinyl and aluminum siding is prohibited.**
- 5. Front and side chimneys shall be masonry; chimneys that penetrate the roof may be stucco, synthetic stone or shakes.**
- 6. All garage doors must be side facing (side entry garages).**
- 7. All yards shall be sodded.**
- 8. All shingles shall be architectural shingles.**





July 1, 2025

**LETTER OF INTENT**  
**AND**  
**RESERVATION OF CONSTITUTIONAL AND OTHER LEGAL RIGHTS**

<b>Applicant:</b>	<b>JW Residential Group, LLC</b>
<b>Owner:</b>	<b>3SD, LLC</b>
<b>Subject Property:</b>	<b>121.08 +/- Acres Designated as Walton County Tax Parcel Number C0750154</b>
<b>Current Zoning:</b>	<b>A1 – Rural Estate District</b>
<b>Proposed Zoning:</b>	<b>A1 2400 Residential Overlay District</b>
<b>Proposed Use:</b>	<b>Single-family detached subdivision</b>
<b>Governing Jurisdiction:</b>	<b>Walton County, Georgia</b>

This Reservation of Constitutional and Other Legal Rights (“the Reservation”) is intended to supplement and form a part of the land use application (including any request for zoning, conditional use permit, site plan approval, and variances) (collectively, the “Application”) of the Applicant and the owners of the property referenced in the Application (“Subject Property”) and to put the Governing Jurisdiction on notice of the Applicant’s and Owner’s assertion of their constitutional and legal rights.

The Applicant has provided all required information and has submitted the appropriate application fees. The requested Application meets all judicial and statutory requirements for approval.

This statement is intended to comply with the application procedures established by The Comprehensive Land Development Ordinance of Walton County, Georgia (“LDO”) and is otherwise intended as the Applicant’s Letter of Intent required thereby.

The Applicant intends to develop the Subject Property for the Proposed Use, as more fully described in the Application incorporated by reference herein and this Letter of Intent. The Applicant incorporates by reference all statements made in the Application, including the responses contained in Numbers 1 through 6 on pages 4 and 5 of the Application titled “**Article 4, Part 4, Section 160 Standard Review Questions**” into this Letter of Intent. The Application sets forth a conceptual site plan for the Subject Property, to evaluate the requested rezoning, based upon factors set forth by Walton County.

**Specifically, the Applicant requests the following:**

**Rezone 121.08 +/- acres from A1 Rural Estate District to A1 2400 Residential Overlay District for a 54-lot residential subdivision to be named Banks Crossing pursuant to the requirements of section 4-2-110 of the LDO.**

## **PROPOSED USE**

The Subject Property is identified as Walton County Tax Parcel Number C0750154 and is currently owned by 3SD, LLC. The Subject Property is undeveloped and vacant land. The Applicant, JW Residential Group, LLC, has successfully developed other single family residential communities in Walton County, Georgia and JW Residential Group, LLC will be the developer of this community pending approval of the Application.

## **COMPREHENSIVE PLAN**

The Walton County Future Land Use Map designates the Subject Property as being located in the "Employment Center" Character Area. The Employment Center Character Area is described in the Comprehensive Plan as follows:

"The zoning overall character of this area is intended for large-scale, employment-intensive commercial uses...The intended types of development require access to the necessary supportive infrastructure, including public water and sewerage service, as well as major transportation networks. Where public sewerage is currently unavailable in this area, it is identified as a long-term need to accommodate the desired growth." Comp. Plan P. 34

The zoning districts deemed to be compatible with the Employment Center Character Area are B1, B2, B3, O-I, M1, M2, MUBP, and SSBP. The Subject Property is currently zoned A1, which is not considered appropriate in the Employment Center Character Area.

The Applicant and Owner wish to rezone the Subject Property to A1 2400 Residential Overlay District to facilitate larger homes while also protecting environmentally sensitive areas through the preservation of undisturbed green spaces. The Subject Property appears to be included in the Employment Center Character Area due solely to the fact that the Subject Property is in close proximity to Highway 78. However, the Subject Property and its Proposed Use are more compatible with the goals, objectives, purposes, and intent of the Suburban Character Area due to the fact that the Subject Property is adjoined on its South side by property within the Suburban Character Area and the fact that the Subject Property does not actually have direct access onto Highway 78. Additionally, the Subject Property's adjacency to the Alcovy River and the numerous streams and tributaries that drain across the Subject Property into the Alcovy River, make the development of a larger lot single-family detached residential neighborhood the only economically viable use of the Subject Property that maximizes protection of these environmentally sensitive areas. Having a residential neighborhood adjacent to the Alcovy River is far more desirable than having a large commercial development with tremendous amounts of paving and impervious surfaces as well as contaminants common to large-scale commercial employment centers draining directly into the Alcovy River. Furthermore, the Proposed Use will (i) preserve the rural character of the County while accommodating residential growth and (ii) preserve significant portions of the Subject Property in an undeveloped state, following principles of conservation design.

The Subject Property is suitable for development under the A1 2400 Residential Overlay District for the Proposed Use, and is in keeping with the character of the surrounding area.



July 1, 2025

Page 3 of 6

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### **SITE**

The site is located off Rowe Road in Walton County, Georgia. The Subject Property is comprised of approximately 121.08 +/- acres. The Subject Property features ponds and access to the Alcovy River.

The Subject Property is bordered by B1, B2, A1, and B2-zoned properties to the North. To the East, the Subject Property is bordered by A or A1-zoning properties. To the South and West there are properties zoned A1 and B2 R1.

### **DEVELOPMENT**

The Applicant proposes to construct a single-family residential subdivision that will include 54 single-family lots with all lots being at least 25,500 square feet in area.

Banks Crossing will also contain 39.47 +/- acres of undisturbed open space which will serve to protect environmentally sensitive areas while also preserving the rural character of the area.

A proffered set of conditions, which impose certain minimum standards for the homes and lots within the development, is attached to the Application, and is incorporated by reference herein.

### **ACCESS**

The Subject Property will be accessed from Rowe Road. The proposed subdivision, "Banks Crossing," will feature a new access drive off Rowe Road that will serve the community. The access road will be approximately 800 feet from the intersection of Rowe Road and Highway 78.

All curb cuts shall be coordinated and approved by Walton County and acceleration and deceleration lanes will be installed as required by applicable standards. All streets and access drives within the development will be constructed to conform to County standards.

### **SETBACKS**

Following the LDO, the building setbacks for a property zoned 2400 Residential Overlay District with public water and private on-site septic systems are defined as: Front Building Setback – not less than 125 feet, except lots located entirely on a turnaround area at the end of a cul-de-sac shall have a minimum of 40 feet of street frontage, Side Building Setback – 10 feet, and the Rear Building Setback – 40 feet.

### **WATER SUPPLY**

The water supply for Banks Crossing will be provided by Walton County.

### **SEWER UTILITIES**

Sanitary sewage disposal will be provided by on-site septic systems sized to serve each home within the community, which will be designed and installed in compliance with applicable Health Department regulations.

## **UTILITIES**

The utilities needed to serve Banks Crossing are proposed to be located underground. The proposed development will require electricity, water, and telephone/data lines. Each of these utilities are located along Rowe Road and are available to the Subject Property.

## **SOLID WASTE**

Garbage collection will be by private contracts with individual trash cans being provided to each home within the community.

## **TYPE OF OWNERSHIP**

Once developed, Banks Crossing will be privately owned, while the development, greenspace, and stormwater detention facilities will be owned and maintained by a homeowner's association. The roads within Banks Crossing will be owned and maintained by Walton County.

## **CONCLUSION**

The Application complies with all criteria appropriate for consideration for the rezoning of the Subject Property to the 2400 Residential Overlay District. The Applicant and Owner respectfully request that the Application, which is incorporated herein by reference, be approved as requested. The Applicant and Owner reserve the right to amend and supplement this Letter of Intent at any time.

### **Reservation of Rights**

The Applicant and Owner object to the standing of any opponents who are not owners of land adjoining the Subject Property and to the consideration by the Governing Jurisdiction of testimony or evidence presented by any party without standing in making its decision regarding the Application. The Applicant and Owner also object to the consideration of testimony or evidence that is hearsay, violates any applicable rules of procedure or evidence, or that is presented by any party who fails to comply with notice and campaign disclosure requirements.

The Current Zoning (and/or zoning conditions) encumbering the Subject Property is unconstitutional and deprives the Subject Property of any and all viable economic use thereof. The Proposed Use is the only viable economic use of the Subject Property, and the Governing Jurisdiction has deemed this Application necessary to allow the Proposed Use. As such, the Applicant and Owner file this Application for the purpose of changing the Current Zoning (and/or zoning conditions) to facilitate the Proposed Use, and to exhaust administrative remedies in the event the Application is denied. The Applicant and Owner reserve the right to challenge the Current Zoning and any zoning conditions and other restrictions affecting the Subject Property.

Denial of the Application or approval of the Application in any form that is different than as requested by the Applicant will impose a disproportionate hardship on the Applicant and Owner of the Subject Property without benefiting any surrounding property owners. There is no reasonable use of the Subject Property other than as proposed by the Application and no resulting benefit to the public from denial of or modification to the Application.



Any provisions in the applicable land use, subdivision, and/or zoning ordinances (collectively the "Zoning Ordinance") that classify, or may classify, the Subject Property into any of the non-requested zoning or use classifications, including the Proposed Zoning District and Proposed Use at a density or intensity less than that requested by the Applicant, are unconstitutional in that they constitute a taking of the Applicant's and Owner's property rights without first paying fair, adequate, and just compensation for such rights in violation of Article I, Section III, Paragraph I of the Georgia Constitution of 1983, as amended and the Fifth and Fourteenth Amendments to the Constitution of the United States.

The Subject Property is suitable for development as proposed in the Application and it is not suitable for development under any other zoning classification, use, or at a density or intensity less than that requested by the Applicant. Failure to approve the Application as requested by the Applicant would be an unreasonable application of local land use authority, which bears no relationship to the public health, safety, morality or general welfare of the public and would constitute an arbitrary and capricious abuse of discretion in violation of Article I, Section I, Paragraph I of the Georgia Constitution of 1983, as amended and the Due Process Clause of the Fifth and Fourteenth Amendments to the Constitution of the United States.

A refusal by the Governing Jurisdiction to approve the Application as requested by the Applicant will prohibit the only viable economic use of the Subject Property, will be unconstitutional and will discriminate in an arbitrary, capricious and unreasonable manner between the Applicant and Owner and the owners of similarly situated properties in violation of Article I, Section I, Paragraph II of the Georgia Constitution of 1983, as amended, and the Equal Protection Clause of the Fourteenth Amendment to the Constitution of the United States.

Furthermore, the Board of Commissioners cannot lawfully impose more restrictive standards on the Subject Property's development than are presently set forth in the LDO. To do so not only will constitute a taking of the Subject Property as set forth above, but it will also amount to an unlawful delegation of the Board's authority in response to neighborhood opposition, in violation of Article IX, Section II, Paragraph IV of the Georgia Constitution of 1983, as amended. Any conditions or other restrictions imposed on the Subject Property without the consent of the Applicant and Owner that do not serve to reasonably ameliorate the negative impacts of the development are invalid and void. As such, the Applicant and Owner reserve the right to challenge any such conditions or restrictions.

Finally, the Applicant and Owner assert that the Zoning Ordinance, Character Area Map, Future Land Use Map and Comprehensive Plan were not adopted in compliance with the laws or constitutions of the State of Georgia or of the United States, and a denial of the Applicant's request based upon provisions illegally adopted will deprive the Applicant and Owner of due process under the law.

By filing this Reservation, the Applicant and Owner reserve all rights and remedies available to them under the United States Constitution, the Georgia Constitution, all applicable federal, state, and local laws and ordinances, and in equity.

July 1, 2025  
Page 6 of 6

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The Applicant and Owner respectfully request that the Application be approved as requested by the Applicant and in the manner shown on the Application, which is incorporated herein by reference. This Reservation forms an integral part of the Application, and we ask that this Reservation be included with the Applicant's other Application materials. The Applicant and Owner reserve the right to amend and supplement this Reservation at any time.

Sincerely,

A handwritten signature in blue ink, appearing to read "J. Cantrell", with a stylized flourish at the end.

Jessica G. Cantrell



## Walton County Department Agenda Request

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Department Name: **Administration**

Department Head/Representative: **County Manager**

Meeting Date Request: **Sept. 2, 2025**

Has this topic been discussed at past meetings? **Yes**

If so, When? **Aug. 5, 2025**

TOPIC: **Impact Fee Schedule**

Wording For Agenda: **Adoption of Increased Impact Fees for New Development**

This Request: **Needs Action by Commissioners\***

\*What action are you seeking from the Commissioners? **Adoption of update CIE and Increased Fee Schedule**

Department Comments/Recommendation:

Additional Documentation Attached?

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

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

Date forwarded to County Attorney: **8/25**

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:



# WALTON COUNTY

Georgia

August 26, 2022

To: Walton County Commissioners

From: John A. Ward III, County Manager

Re: Impact Fee Schedule

History:

In 2005 the Walton County Commission adopted Walton County's first Development Fee Ordinance and at that time adopted an Impact Fee Schedule that became effective on July 1, 2005 for all new residential, commercial and industrial development. As an example, the adopted Impact Fee Schedule, which is based on a required Impact Fee Methodology Report completed by Ross+ Associates, assessed a fee of \$1,224.01 per single family residential structure. In 2020, Walton County's Impact Fee Methodology Report was updated. In the updated report, it was determined that the maximum fee for single family residential structure was \$3,635.56. However, after the report was updated, no fee changes were adopted.

As part of evaluating fees county-wide, the County Manager is recommending that the Board of Commissioners revisit the County's Impact Fee Schedule. Three options have been identified. The first is to make no changes and continue to assess fees at 33.67% of the maximum at \$1,224.01. The second is to increase fees to 66.34% of the maximum to \$2,448.19. The third option is to increase fees to 100% of the maximum to \$3,635.56.

Sincerely,

John A. Ward III  
County Manager

**WALTON COUNTY, GEORGIA**  
**ORDINANCE NUMBER \_\_\_\_\_**

**AN ORDINANCE**  
**BY THE BOARD OF COMMISSIONERS**  
**OF WALTON COUNTY**

An Ordinance to amend the Code of Walton County, Georgia, Chapter 10 regarding Animals, so as to adopt and enforce certain amendments to the animal control ordinance; to repeal conflicting provisions; to provide for an effective date; and for other purposes.

**WHEREAS**, Article IX, Section II, Paragraph I of the Constitution of the State of Georgia grants the governing authority of each county the legislative power to adopt clearly reasonable ordinances, resolutions, or regulations relating to its property, affairs, and local government for which no provision has been made by general law and which is not inconsistent with the constitution or any local law applicable thereto;

**WHEREAS**, pursuant to O.C.G.A. § 36-1-20, a county may enact regulations to protect the health, safety, and general welfare of the public under its police powers;

**WHEREAS**, in order to protect the health, safety, and general welfare of the public, Walton County desires to adopt and enforce certain amendments to its animal control ordinance.

**NOW THEREFORE, BE IT ORDAINED AND RESOLVED BY THE BOARD OF COMMISSIONERS OF WALTON COUNTY, GEORGIA AS FOLLOWS:**

1.

The Code of Walton County, Georgia is hereby amended by deleting in its entirety Chapter 10, Article I, Sec. 10-18, and replacing it with the following:

**Sec. 10-18. – Obstruction of an Animal Control Officer.**

- (a) It shall be unlawful for any person to hinder, interfere, harass, or otherwise obstruct the performance of any employee of the Animal Control Department in the official performance of such employee's duties as provided in this chapter.
- (b) It shall be unlawful for any person to relocate, interfere with, or alter the operation of any device, equipment, or item of the Animal Control Department without permission of an employee of such Department.



- (c) It shall be unlawful for any person to place any animal into, or remove any animal confined within, a trap, cage, or vehicle owned by the Animal Control Department without permission of an employee of such Department.
- (d) It shall be unlawful for any person to give a false name, address, or date of birth to any employee of the Animal Control Department in the lawful discharge of such employee's official duties with the intent to mislead such employee in any way.

*[signature page on following page]*

This Ordinance shall become effective immediately upon passage.

**SO ORDAINED** this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
David Thompson, Chairman  
Walton County Board of Commissioners

Attest: \_\_\_\_\_  
Rhonda Hawk, County Clerk  
Walton County, Georgia

[COUNTY SEAL]

**WALTON COUNTY, GEORGIA**  
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**WHEREAS**, in order to protect the health, safety, and general welfare of the public, Walton County desires to adopt and enforce certain amendments to its animal control ordinance.

**NOW THEREFORE, BE IT ORDAINED AND RESOLVED BY THE BOARD OF COMMISSIONERS OF WALTON COUNTY, GEORGIA AS FOLLOWS:**

1.

The Code of Walton County, Georgia is hereby amended by adding the following provision as Chapter 10, Article I, Sec. 10-24 of the Code of Walton County, Georgia:

**Sec. 10-24. – Licensable activity.**

- (a) It shall be unlawful for anyone to host or participate in a licensable activity without proper license from Georgia Department of Agriculture and a business license from Walton County.

*[signature page on following page]*



This Ordinance shall become effective immediately upon passage.

**SO ORDAINED** this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
David Thompson, Chairman  
Walton County Board of Commissioners

Attest: \_\_\_\_\_  
Rhonda Hawk, County Clerk  
Walton County, Georgia

[COUNTY SEAL]

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**WHEREAS**, in order to protect the health, safety, and general welfare of the public, Walton County desires to adopt and enforce certain amendments to its animal control ordinance.

**NOW THEREFORE, BE IT ORDAINED AND RESOLVED BY THE BOARD OF COMMISSIONERS OF WALTON COUNTY, GEORGIA AS FOLLOWS:**

1.

The Code of Walton County, Georgia is hereby amended by adding the following provision as subsection (i) to Chapter 10, Article I, Sec. 10-16 of the Code of Walton County, Georgia:

- (i) *Microchipping*. No animal shall be reclaimed or adopted unless the animal has been implanted with an EAID and the Owner has paid the County for the implantation of such EAID, unless an EAID has been verified upon impound.

*[signature page on following page]*

This Ordinance shall become effective immediately upon passage.

**SO ORDAINED** this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
David Thompson, Chairman  
Walton County Board of Commissioners

Attest: \_\_\_\_\_  
Rhonda Hawk, County Clerk  
Walton County, Georgia

[COUNTY SEAL]



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**WHEREAS**, in order to protect the health, safety, and general welfare of the public, Walton County desires to adopt and enforce certain amendments to its animal control ordinance.

**NOW THEREFORE, BE IT ORDAINED AND RESOLVED BY THE BOARD OF COMMISSIONERS OF WALTON COUNTY, GEORGIA AS FOLLOWS:**

1.

The Code of Walton County, Georgia is hereby amended by adding the following provision as Chapter 10, Article I, Sec. 10-22 of the Code of Walton County, Georgia:

**Sec. 10-22. - Backyard breeding.**

- (a) It shall be unlawful for any person to breed more than one litter per household in a 12-month period without proper licensing through the Georgia Department of Agriculture. Any person who applies for such licensing with the State of Georgia must also register as a business with Walton County.
- (b) It shall be unlawful for any person to engage in the transfer or giveaway of any dog, cat, or domestic rabbit at any roadside, public right of way, parkway, median, public or commercial parking lot or sidewalk, park, recreation area, fair, transient or

seasonal flea market, or a similar transient market or outdoor location, regardless of whether such activity is otherwise authorized by any person or entity.

- (c) This Code section shall not apply to:
- (1) The transfer of any dog, cat, or domestic rabbit by a person or entity that has and produces upon request, whether in paper, electronic, or other form, a valid animal shelter or pet dealer license issued by the Georgia Department of Agriculture;
  - (2) Any transfer that takes place at a residence or inside of a veterinarian's office or other business establishment;
  - (3) The transfer of any dog, cat, or domestic rabbit by a paid entrant as part of an event or show sanctioned by a national breed club or inside of a veterinarian's office or other business establishment;
  - (4) The prearranged transfer between a dog, cat, or domestic rabbit seller and a specific purchaser that takes place at a police department, sheriff's office, or other similar law enforcement facility during daylight hours, unless otherwise prohibited.
- (d) An animal control officer who is an employee of state or local government or any sheriff, deputy sheriff, or other peace officer is authorized to enforce the provisions of this Code section and to impound any animal subject to a transfer in violation of this Code section.

*[signature page on following page]*

This Ordinance shall become effective immediately upon passage.

**SO ORDAINED** this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
David Thompson, Chairman  
Walton County Board of Commissioners

Attest: \_\_\_\_\_  
Rhonda Hawk, County Clerk  
Walton County, Georgia

[COUNTY SEAL]



**WALTON COUNTY, GEORGIA**  
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**WHEREAS**, pursuant to O.C.G.A. § 36-1-20, a county may enact regulations to protect the health, safety, and general welfare of the public under its police powers;

**WHEREAS**, in order to protect the health, safety, and general welfare of the public, Walton County desires to adopt and enforce certain amendments to its animal control ordinance.

**NOW THEREFORE, BE IT ORDAINED AND RESOLVED BY THE BOARD OF COMMISSIONERS OF WALTON COUNTY, GEORGIA AS FOLLOWS:**

1.

The Code of Walton County, Georgia is hereby amended by adding the following provision as Chapter 10, Article I, Sec. 10-23 of the Code of Walton County, Georgia:

**Sec. 10-23. – Removal of animals locked in closed vehicles.**

- (a) Any person who transports any animal in any vehicle or leaves an animal in a vehicle unattended with the outside temperature higher than 80 degrees shall be in violation of this chapter unless sufficient ventilation is provided to prevent the animal from being in distress.
- (b) No animal shall be transported in the closed trunk of a vehicle.

- (c) When the conditions inside a parked vehicle provide reasonable cause to believe the animal may die if not immediately removed as shown by the animal's physical appearance and a violation of paragraphs A or B is present, any animal left in a parked vehicle may be removed from that vehicle by animal control, any law enforcement agency, or any fire agency. Walton County shall not be liable for any damage caused to such vehicle in order to remove said animal.

*[signature page on following page]*

This Ordinance shall become effective immediately upon passage.

**SO ORDAINED** this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
David Thompson, Chairman  
Walton County Board of Commissioners

Attest: \_\_\_\_\_  
Rhonda Hawk, County Clerk  
Walton County, Georgia

[COUNTY SEAL]



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**WHEREAS**, pursuant to O.C.G.A. § 36-1-20, a county may enact regulations to protect the health, safety, and general welfare of the public under its police powers;

**WHEREAS**, in order to protect the health, safety, and general welfare of the public, Walton County desires to adopt and enforce certain amendments to its animal control ordinance.

**NOW THEREFORE, BE IT ORDAINED AND RESOLVED BY THE BOARD OF COMMISSIONERS OF WALTON COUNTY, GEORGIA AS FOLLOWS:**

1.

The Code of Walton County, Georgia is hereby amended by adding the following definitions in alphabetical order to Chapter 10, Article I, Sec. 10-1 of the Code of Walton County, Georgia:

*“EAID”* means an electronic animal identification device, e.g., a microchip or otherwise.

*“Consideration”* means anything of value, including, but not limited to, cash, credit, electronic payment, services, or any type of property or interest in property. A transaction shall be deemed to be ‘for consideration’ if it occurs in connection with any payment of consideration or other commercial transaction, including but not limited to, a sale, adoption, rehoming, lease, trade, exchange, swap, or barter transaction.

*“Transfer”* means a transaction in which for consideration a dog, cat, or domestic rabbit, or any interest in any such animal, is exchanged, offered to be exchanged, or advertised for a commercial purpose.

*“Licensable activity”* means to breed, board train or sell any domesticated animal.

*[signature page on following page]*

This Ordinance shall become effective immediately upon passage.

**SO ORDAINED** this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
David Thompson, Chairman  
Walton County Board of Commissioners

Attest: \_\_\_\_\_  
Rhonda Hawk, County Clerk  
Walton County, Georgia

[COUNTY SEAL]



August 5, 2025

The Walton County Board of Commissioners held its regular monthly meeting on Tuesday, August 5, 2025 at 6:00 p.m. at the Historic Walton County Courthouse. Those participating in the meeting included Chairman David Thompson, Commissioners Bo Warren, Pete Myers, Timmy Shelnett, Lee Bradford, Jeremy Adams and Kirklyn Dixon, County Clerk Rhonda Hawk, County Manager John Ward, Planning Director Charna Parker, Finance Director Jennifer Wall and County Attorney Chip Ferguson. A list of employees and citizens in attendance at the meeting is on file in the auxiliary file under this meeting date.

## **PRESENTATIONS**

County Manager John Ward recognized Barry Finley (Sheriff's Dept.) and Lamar Martin (Parks & Rec.) on their retirement.

## **MEETING OPENING**

Chairman Thompson called the meeting to order at 6:05 p.m. and led the Pledge of Allegiance. Commissioner Shelnett gave the invocation.

## **ADOPTION OF AGENDA**

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

## **RESOLUTIONS**

### Resolution - Adoption of 2025 Millage Rates for Walton County

**Motion:** *Chairman Thompson made a motion to adopt the 2025 Millage Rate of 12.278 and fire district millage rate of 02.365. Commissioner Shelnett seconded the motion. Chairman Thompson, Commissioners Warren, Myers and Shelnett voted in favor. Commissioners Bradford, Adams and Dixon opposed the motion. The motion carried 4-3.*

### Resolution - Adoption of 2025 Millage Rate for Walton County Board of Education

**Motion:** *Commissioner Dixon made a motion to adopt the 2025 Millage Rate of 15.965 for Walton County Board of Education. Commissioner Myers seconded the motion and all voted in favor.*

### Resolution - Adopting the Project Length Budget for 2025 SPLOST Resurfacing and Amending the FY26 Budget

**Motion:** *Commissioner Adams made a motion to adopt the Project Length Budget for 2025 SPLOST Resurfacing and amending the FY26 Budget in the amount of \$87,500. Commissioner Shelnett seconded the motion; voted and carried unanimously.*

## DISCUSSION

### County Manager's Report/Update

County Manager John Ward gave an update and report on county matters to the Board.

## PLANNING & DEVELOPMENT

Planning Director Charna Parker presented the Planning Commission recommendations.

CU25-0153 & Z25-0154 - Rezone 8.734 acres from A1 to B2 for parking of commercial vehicles and Conditional Use for outside storage - Applicant: Kibrom Moges Kidane/Owner: Next Generation Soccer Partners, LLC - Property located at 1890 Highway 81/Parcel C0510197 - District 3 - Planning Commission recommended denial.

County Attorney Chip Ferguson opened the public hearing on the matter. David Bird, representing the applicant Kimbrom Kidane spoke in favor. He and his wife own the adjacent property and feel it would be a good fit. The property will be aesthetically pleasing, maintain a 200ft. set back with a tree buffer and video surveillance 24/7. There will be no overnight parking and limited hours during Youth Middle School drop-off and pickup. There was no opposition present. Attorney Ferguson closed the public hearing on the matter.

***Motion:** Commissioner Shelnut made a motion to approve with the following conditions: 200 ft. buffer retaining the trees currently on site, no overnight parking, business hours to be limited during Youth Middle School drop off and pickup and no fuel storage or hazardous materials. Commissioner Myers seconded the motion. Chairman Thompson, Commissioners Warren, Myers, Shelnut, Bradford and Adams voted in favor with Commissioner Dixon opposing the motion. The motion carried 6-1.*

LU25-0199 & Z25-0198 - Land Use Change from Suburban to Employment Center and Rezone 2.64 acres from A1 to B3 for outdoor storage and car repair - Applicant/Owner: Melody C. Jackson Moon - property located at 1350 Mountain Creek Church Road/Parcel C1210079A00 - District 6 - Planning Commission recommended denial.

County Attorney Chip Ferguson opened the public hearing on the matter. Applicant Melody Moon and husband Joseph Moon spoke in favor. Mrs. Moon stated that her husband works on cars as a hobby and would like to be able to keep the cars on the lot. Tony Smith spoke in opposition stating it was more of a junk yard than a hobby shop. In rebuttal, Mr. Moon stated that he did not receive pay for the work done on the cars and that some belonged to friends that had nowhere to park them. After some discussion, Commissioner Dixon stated that the matter was very confusing and he would like to see a plan for development of the site and more information verifying ownership of the vehicles. Attorney Ferguson closed the public hearing on the matter.

***Motion:** Commissioner Dixon made a motion to table the matter for 30 days for more information. Commissioner Bradford seconded the motion, voted and carried unanimously.*

25-0218 - Rezone 2.45 acres from A2 to R1 to create 2 buildable lots - Applicant: Brent Miller/Owner: Stefan Vancica (Covenant Property Management, LLC) located on Wall Road/Parcel C1630079A00 - District 6 - Planning Commission recommended approval.

County Attorney Chip Ferguson opened the public hearing on the matter. Applicant Brent Miller spoke in favor. Larry Metcalf spoke in opposition. He is concerned about water runoff and septic tanks because his well is only 25 ft from the property line. In rebuttal, Mr. Miller stated there is county water so no need for wells and that the county health department will need to approve the placement of the septic tanks. Attorney Ferguson closed the public hearing on the matter.

**Motion:** *Commissioner Dixon made a motion to approve with the conditions that they meet all health department requirements and leave as many trees as possible for a buffer at the Metcalf property. Commissioner Shelnuitt seconded the motion and all voted in favor.*

Annexation Request - City of Social Circle - 27.937 acres Fairplay Road

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

## **ADMINISTRATIVE CONSENT AGENDA**

1. Approval of July 8, 2025 Meeting Minutes
2. Contracts & Budgeted Purchases of \$25000 or Greater
3. Declaration of Surplus
4. Mutual Aid Agreement – Walton Co. Fire & Rockdale Co. Fire
5. Life Check Systems - WCPSC - Software Agreement
6. Salem Radio Tower - Third Amendment Agreement - E911
7. Agreement Renewal - Reserve Deputy - Loganville Christian Academy
8. Fee Schedule
9. I3 Software Services Agreement - Probate Court (subject to Co. Attorney review)

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

## **SHERIFF**

Sheriff Keith Brooks and Colonel Scott Whisnant addressed the Board with requests for the Sheriff's Office. The requests for budget amendments are needed to facilitate hiring and staffing of the new facility.

Request for Budget Amendment - Shift Differential Pay for E911 Employees - \$25,000.00

**Motion:** *Commissioner Adams made a motion to approve the request for shift differential for E911 employees. Commissioner Warren seconded the motion; voted and carried unanimously.*

Request for Budget Amendment - 25 Additional Detention Officer Positions, Uniforms and



Equipment - \$2,186,721.83

**Motion:** Chairman Thompson made a motion to approve the request for 25 additional officer positions, uniforms and equipment. Commissioner Shelnett seconded the motion and all voted in favor.

Agreement Renewal - School Resource Officers - Walton Co. School District

The Chairman stated that the amount of the agreement had not be negotiated in four years. He would like to see an analysis of the costs before approving the contract for the next budget year.

**Motion:** Chairman Thompson made a motion, seconded by Commissioner Shelnett, to approve the renewal for FY26. All voted in favor.

## CONTRACTS

Reeves Young - Change Proposal #39 - Musco Pole's Spread Footing & Ground Water Remediation - Walnut Grove Park

**Motion:** Commissioner Adams made a motion, seconded by Chairman Thompson, to approve Change Proposal #39. All voted in favor.

Reeves Young - Change Proposal #40 - Building F - DCR Media, Additional Welded Tabs & Re-Paint

**Motion:** Commissioner Adams made a motion, seconded by Commissioner Warren to approve Change Proposal #40. All voted in favor.

## ACCEPTANCE OF BIDS/PROPOSALS

Inmate Medical Service - Walton Co. Jail

**Motion:** Commissioner Adams made a motion to accept the proposal from MedHealth, LLC for Inmate Medical. Commissioner Shelnett seconded the motion; voted and carried unanimously.

Fire Hydrant Services - Walton County Water Department

**Motion:** Commissioner Shelnett made a motion to accept the proposal from Georgia Hydrant Services. Chairman Thompson seconded the motion. Commissioner Myers recused himself from voting. Chairman Thompson, Commissioners Warren, Shelnett, Bradford, Adams and Dixon voted in favor. The motion passed.

Bay Creek Church Road Milling and Widening Project

**Motion:** Commissioner Shelnett made a motion, seconded by Commissioner Warren, to accept the bid from Blount Construction in the amount of \$302,086.03. All voted in favor.

## APPOINTMENTS

### 2025 Legislative Leadership Conference - Voting Delegate

**Motion:** *Chairman Thompson made a motion to nominate Kirklyn Dixon as the 2025 Legislative Leadership Voting Delegate. Commissioner Adams seconded the motion and all voted in favor.*

## ADJOURNMENT

**Motion:** *Commissioner Adams made a motion, seconded by Commissioner Shelnett, to adjourn the meeting. The motion carried and the meeting was adjourned at 7:29 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  
Meeting

September 2, 2025

Department	Fund	Description	Payee	Amount
Budget Year FY 25 & FY26				
	100	Premium for September 2025- <del>For the Record</del>	One America	\$ 44,293.49
Various		Replenish Funds In Workers Comp- <del>For the Record</del>	Walton Co BOC	\$ 106,665.00
Various		Replenish Funds In Workers Comp- <del>For the Record</del>	Walton Co BOC	\$ 41,890.00
Various		Replenish Funds in Health Benefits- <del>For the Record</del>	Walton Co Health Benefits Trust	\$ 500,000.00
<b>Law</b>				
	1530 100	General Legal Fees July 2025- <del>For the Record</del>	Atkinson Ferguson	\$ 26,250.00
	100	Expenses-Lexis Legal Research- <del>For the Record</del>	Atkinson Ferguson	\$ 21.75
<b>Data Processing/MIS</b>				
	1535 100	Cisco Secure Access VPN Annual Renewal	SHI International	\$ 50,280.27
<b>Jail</b>				
	3325 100	Housed Out Inmates-July	Barrow Co BOC	\$ 50,545.00
	3325 100	Specialty Care Expense- <del>For the Record</del>	Correct Health	\$ 49,566.16
	3325 100	Specialty Care Expense- <del>For the Record</del>	Correct Health	\$ 41,353.19
	3325 100	Specialty Care Expense- <del>For the Record</del>	Correct Health	\$ 48,832.42
	3325 100	Specialty Care Expense- <del>For the Record</del>	Correct Health	\$ 91,165.55
	3325 100	Inmate Medical-September	Correct Health	\$ 184,305.01
	3325 100	Inmate Meals-July	Kimble's Food By Design	\$ 82,138.32
	3325 100	Housed Out Inmates July- <del>For the Record</del>	Washington Co BOC	\$ 53,690.00
<b>WC Forfeited Federal Drug</b>				
	3335 214	2025 Ford F-150 Black Vehicle VIN ending 34712- <del>For the Record</del>	Loganville Ford	\$ 59,925.00
<b>Splost 2013</b>				
	3325.13 322	Jail Access Road- <del>For the Record</del>	Precision Planning Inc	\$ 10,725.43
<b>Jail Splost 2019</b>				
	3325.19 323	Engineering Services June 25- <del>For the Record</del>	McCarthy Barnsley II	\$ 2,104,210.09



Department	Fund	Description	Payee	Amount		
Jail Bond 2021						
	3325.22	315	Interview Room Equipment & Switches, Cabinets, Cameras, Mics, Servers, Enclosures, Mobile Kit V2, Installation of Equipment	Axon Enterprise, Inc	\$	64,365.00
	3325.22	315	Transition Cost PSC-For the Record	Comprehensive Program Services	\$	30,000.00
Fire Dept						
	3520.270	270	Labor & Parts to Repair Engine 14	Blankenship Truck Repair	\$	28,214.89
EMS						
	3610	531	Powerload Devices for 9 Med Units	Stryker Medical	\$	337,257.49
E911						
	3800	215	MAP Contract Payment Maintenance Portion-For the Record	Motorola Solutions Inc	\$	1,021,678.00
	3800	215	Spillman/Flex Agreement	Motorola Solutions Inc	\$	165,625.75
Roadways and Walkways						
	4220	100	Roadway Management-PCI Scores, Road Sign Inventory, Access to Web Application Inventory 720 Centerline Miles	Infrahub	\$	79,200.00
	4220	100	APX 900 7/800 MHZ Model 2 Portable Radio (20) Includes P25 Trucking, Accessories, 3 Yr Accidental Damage	Motorola Solutions, Inc	\$	52,704.75
	4220	100	2026 Mack Granite 64 ft Tandum Dump Truck	Nextran Truck Center	\$	201,135.55
RDS & Bridges Splost 2019						
	4220.19	323	Walker Park Drive-Resurfacing Project Asphalt Type OGI 1" with Lime Asphalt 9.5 Type 2 with Lime	ER Snell Contractor, Inc	\$	33,641.25
	4220.19	323	John Deere Rd (South)-Resurfacing Project Asphalt Type OGI 1" Asphalt 9.5mm Type 2	ER Snell Contractor, Inc	\$	29,150.50
Traffic Engineering						
	4270	100	Road Striping	Tidwell Traffic Solutions, Inc	\$	100,000.00
Traffic Engineering Splost 2019						
	4270.19	323	New Paved Roads Striped	Peek Pavement Markings LLC	\$	36,352.50
Water						

Department	Fund	Description	Payee	Amount
	4446 507	Water and Testing - <b>For the Record</b>	Cornish Creek Water Fund	\$ 267,900.00
	4446 507	Concrete Work	Atlanta's Best Concrete, Inc	\$ 25,000.00
	4446 507	Resupply For Service Line and Meter Install & Repair	Delta Municipal Supply Co Inc	\$ 38,739.40
	4446 507	Meters	Delta Municipal Supply Co Inc	\$ 25,000.00
	4446 507	Water Used From Ozora Road- <b>For the Record</b>	Gwinnett County Department of Water Resources	\$ 118,469.19
	4446 507	Water Used From Rosebud Road- <b>For the Record</b>	Gwinnett County Department of Water Resources	\$ 39,749.64
<b>Solid Waste Disposal</b>				
	4530 540	Tipping Fees-July	City of Monroe Public Works	\$ 26,662.91
<b>Recyclables Operations</b>				
	4550 540	Trash Compactor & Installation	FleetGenius of NC, Inc	\$ 34,314.00
<b>PF Authority- WG Park</b>				
	6220.23 338	Construction Phase August 25- <b>For the Record</b>	Ascension Program Management, LLC	\$ 5,265.00
	6220.23 338	The Grove Park Utility Inspections- <b>For the Record</b>	Precision Planning Inc.	\$ 315.00
	6220.23 338	Construction Services July 2025- <b>For the Record</b>	Reeves Young, LLC	\$ 2,092,518.28
<b>HLC Water Treatment Facility</b>				
	504	Professional Engineering June 25- <b>For the Record</b>	Archer Western Construction	\$ 1,000,182.25
	504	HLC Management- <b>For the Record</b>	Precision Planning Inc.	\$ 30,032.37
<b>Hard Labor Creek</b>				
	4405 508	Daily Monitoring of Traps & Removal of Animals July- <b>For the Record</b>	Alan D Barton	\$ 2,250.00
	4405 508	Clearing & Mowing Vegetation Clearing & Damn Site June 2025- <b>For the Record</b>	Groundsmen LLC	\$ 8,814.00
	4405 508	Fish Sampling O&M Cost HLC- <b>For the Record</b>	Nelson Environmental, Inc	\$ 3,915.00
	4405 508	HLC O&M- <b>For the Record</b>	Precision Planning Inc.	\$ 2,796.30
	4405 508	Work Performed by USGS-O&M- <b>For the Record</b>	U.S. Geological Survey	\$ 11,850.00
	4405 508	Work Performed by USGS-O&M- <b>For the Record</b>	U.S. Geological Survey	\$ 3,950.00
	4405 508	Work Performed by USGS-O&M FY23- <b>For the Record</b>	U.S. Geological Survey	\$ 15,400.00
	4405 508	Work Performed by USGS-O&M FY24- <b>For the Record</b>	U.S. Geological Survey	\$ 15,400.00
	508	HLC Management- <b>For the Record</b>	Precision Planning Inc.	\$ 303.25
				\$9,494,008.95

**Summary of Actions Taken at August 22, 2025**  
**Meeting of the Walton County Water and Sewerage Authority**

- Consider Adoption of Meeting Agenda – **APPROVED**
- WCWSA Review/Approval of November 19, 2024 Meeting Minutes – **APPROVED**
- Consider request from Archer-Western to install and maintain temporary traffic calming measures on Social Circle Fairplay Road, within the project limits, to reduce traffic speeds. – **APPROVED RECOMMENDATION TO WCBOC**
- Consider request from Archer-Western to extended working hours for construction of the finished water storage tank to 7 AM to 9 PM. – **APPROVED**
- Consider Authorization for the HLC Executive Committee to Evaluate Procurement Alternatives for Future Plant Operation, and Provide Recommendations s to the Board. – **APPROVED**
- Consider authorization for the HLC Executive Committee to review and select qualified contractors for large diameter pipeline construction. – **APPROVED**
- Consider authorization for HLC Executive Committee to manage easements acquisition and negotiations for Water Transmission Main projects. – **APPROVED**
- Consider request from multiple adjacent property owners to purchase a 14.6 acre remnant of former tax parcel C170-038A. – **APPROVED POTENTIAL SALE OF REMNANT BY SEALED BID**



## Walton County Department Agenda Request

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Department Name: **Parks & Recreation**

Department Head/Representative: **Jody Johnson**

Meeting Date Request: **September 2, 2025**

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

If so, When? **NA**

TOPIC: **Walton County Health Care Foundation Grant - Acceptance**

Wording For Agenda: **Acceptance of grant funds to acquire exercise equipment for The Grove Park Community Center - \$70,968**

This Request: **Informational Purposes Only**

**Needs Action by Commissioners\* X**

\*What action are you seeking from the Commissioners? **Acceptance of grant funds for equipment**

Department Comments/Recommendation: **Accept**

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?

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: **Funds would cover exercise equipment at The Grove Park Community Center**

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Purchasing Department Comments:

County Attorney Comments:

Chairman's Comments:



## Walton County Parks & Recreation

303 South Hammond Drive  
Department 455  
Monroe, Georgia 30655

Phone: 770-267-1483  
Website: [waltoncountygga.gov](http://waltoncountygga.gov)

June 11, 2025

Mr. Ben Garrett  
Walton County Health Care Foundation, Inc.  
133 East Church St. / P.O. Box 1026  
Monroe, Georgia 30655

Dear Sir:

The Walton County BOC Parks & Recreation Department would like to express our appreciation to the Walton County Health Care Foundation for the opportunity to participate in the WCHCF grant program.

Over the years the WCHCF has been instrumental in helping supply fitness equipment to the Walton County Parks & Recreation Community Centers. Since 2008, the grant has funded the initial set of fitness equipment for the Felker Community Center, Meridian Community Center and South Walton Community Center. The grant has also been instrumental in funding replacement equipment for those Centers as the machines have seen wear and tear from there high usage.

Over a decade and a half since that initial grant, the Walton County Parks & Recreation Community Centers have served tens of thousands of users who are striving to live a healthier life. Through the grants we have been able to promote health and offer an affordable avenue for the citizens of Walton County to exercise.

As the County grows, we are expanding as well and will open a new fitness center in Walnut Grove at The Grove Park. This new facility is slated to open towards the end of 2025. We would like to apply for the WCHCF grant to purchase the initial set of fitness equipment for this center. This grant would be instrumental in ensuring the center will have equipment for the citizens to utilize.

Please contact my office at 770-266-1680 if further information is needed.

Thank you in advance for your support and consideration.

Jody Johnson  
Director, Parks & Recreation

## Walton County Department Agenda Request

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Department Name: **Keep Walton Beautiful/Recycling**

Department Head/Representative: **Kenny Sargent**

Meeting Date Request: **September 2025**

Has this topic been discussed at past meetings? **Yes**

If so, When? **The last time this IGA was renewed was in February or March of 2024.**

TOPIC: **Renewal of IGA with the City of Monroe for cardboard collection.**

Wording For Agenda: **Renewal of IGA with the City of Monroe – cardboard collection**

This Request: Informational Purposes Only

Needs Action by Commissioners\***Yes**

\*What action are you seeking from the Commissioners? **Approval to renew IGA**

Department Comments/Recommendation: **Renew current IGA, we have been with the City of Monroe since 2008.**

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?

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? **Yes**

Budget information attached?

Comments: **This is a request for a renewal of the IGA we have had with the City of Monroe since 2008. We have been pleased with the service provided.**



Purchasing Department Comments:

County Attorney Comments:

Chairman's Comments:

**INTERGOVERNMENTAL CONTRACT FOR**  
**RECYCLABLE CARDBOARD PICKUP AND DELIVERY**

THIS AGREEMENT, made and entered into this 12<sup>th</sup> day of August, 2025, by and between the City of Monroe, Georgia, hereinafter referred to as the "City," and Walton County a political subdivision of the State of Georgia, by and through the Board of Commissioners of Walton County, hereinafter referred to as the "County."

WHEREAS, there is a need to provide certain recyclable card board pickup and delivery services for the benefit of the citizens of the City and the County; and

WHEREAS, the City has the necessary equipment, vehicles, and employees to provide this recyclable cardboard pickup and delivery service for the benefit of the citizens of the City and the County; and

WHEREAS, the parties hereto deem it to be in the best interest of the citizens of the City and the County for the County to continue to operate Walton County Recycling Center to facilitate the recycling efforts of that County, and for the City to provide the service of recyclable cardboard pickup and delivery for the County; and

WHEREAS, each of the parties to this Agreement will benefit from the transactions contemplated herein and each desires to establish certain conditions and make certain covenants in connection herewith.

NOW THEREFORE, in consideration of the promises and mutual covenants set forth herein and in further consideration of the mutual advantages and benefits for and to the City and to the County from the mutual promises herein contained, it is agreed as follows:

1.

City shall provide recyclable cardboard pickup services to customers of the County on a weekly basis. Said customers to be serviced by City on behalf of and for the benefit of County shall be all those identified and listed in Exhibit "A," the same being attached hereto and incorporated herein by reference.

2.

City shall be responsible for providing the City employee responsible for driving the customer route and a City frontloader truck responsible for collecting and delivering the recyclable cardboard.

3.

City shall service only businesses located within Walton County.

4.

City shall service the County's customers (listed in Exhibit "A") once a week with said pickup days to be on Wednesday's.

5.

Upon pickup of recyclable cardboard from the County's customers, City shall deliver all recyclable cardboard to Walton County Recycling Center located off of Highway 11 at 2051 Leroy Anderson Road, Walton County Industrial Park, Monroe, Georgia 30655.

6.

Said delivery shall be once per week, with no more than fifty-two (52) pickups per year per customer. However, these pickups may be completed on different days each week due to unforeseen circumstances.

7.

County shall pay to City for the services, hereinabove described and provided by City, the total annual sum of Twenty-Nine Thousand Eight Hundred Twenty-Three Dollars and Eighty-Four Cents (29,823.84), the same to be paid in equal monthly installments due on the first day of each calendar month. Account will be reviewed the first of the year and letter sent to Walton County Recycling Center with new price effective July 1<sup>st</sup> of each year.

8.

The County shall maintain exclusive ownership of and shall be solely responsible for the purchase, maintenance, up-keep inspection and on-site delivery and/or removal of the County's recyclable cardboard dumpster receptacles. City in no way shall be responsible for the purchase, maintenance, upkeep, inspection, and on-site delivery and/or removal of the County's recyclable cardboard dumpster receptacles.

9.

If the County wishes to add any customers above and beyond those listed in Exhibit "A," County agrees to pay an additional sum to City in the amount of Four Hundred Ninety Dollars (\$490.00) per additional customer per year, the same to be prorated on an annual basis.

10.

No discount or reduction of the total sums due City under this Agreement shall be given should the total number of customers fall below those listed in Exhibit "A."



11.

Any County customer site containing more than one recyclable cardboard dumpster receptacle shall require an additional charge to be paid by the County to the City in the total annual sum of Two Hundred Forty-Five Dollars (\$245.00), the same to be prorated on an annual basis.

12.

This Agreement shall be in effect for an initial period commencing on the Effective Date and ending one (1) year thereafter unless terminated pursuant to the terms of this Agreement. This Agreement may be renewed for additional one-year terms of up to three (3) additional terms. This Agreement shall automatically be renewed for an additional one-year upon expiration of each then expiring period unless the City or County gives sixty (60) days prior written notice of its intention to terminate this Agreement at the end of the then expiring term.

13.

The City shall at all times during the term of this Agreement maintain insurance coverage and this policy shall name the County as additional insured.

14.

This Agreement between the parties constitutes a full and final written expression of all the terms of this Agreement and is a complete and exclusive statement of those terms. Any prior contracts, agreements, payments, or obligations between the City and the County regarding recyclable cardboard pickup and delivery services, shall be merged into this Agreement, and all obligations of the City and County shall be controlled in accordance with the terms stated herein and no additional payments or monies of any kind are due and owing by the County to the City. Further, any representations, promises, warranties, or statements by either party to this Agreement that differ in any way from the terms of this written Agreement shall be given no force and effect.

15.

This Agreement shall be binding upon, and inure to the benefit of, the parties and their respective successors and assigns.

16.

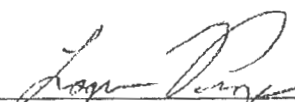
This Agreement shall be construed and resolved according to the laws of the State of Georgia.

This 12<sup>th</sup> day of August, 2025.

CITY OF MONROE

By:  (Seal)  
John Howard, Mayor



Attest:  (Seal)  
Logan Propes, City Administrator



BOARD OF COMMISSIONERS,  
WALTON COUNTY

BY: \_\_\_\_\_ (Seal)  
David Thompson, County Chairman

Attest: \_\_\_\_\_ (Seal)  
John A. Ward, County Manager

	A	B	C	D	E	F	G	H	I	J
1	<u>Cardboard Account</u>			<u>Amount</u>		<u>Phone #</u>				
2	Carmichael's			\$ 45.00		267-2559				
3	Checkers			\$ 45.00		678-618-0135				
4	Crowe's			\$ 25.00		466-1795				
5	DFS Outlet Store			\$145.00						
6	Dollar Tree			45.00 x 2		266-0634				
7	Escogo			\$ 25.00		678-522-6560 Ricky				
8	EZ Stop			\$ 25.00		770-466-0438 Tracy				
9	Family Dollar			\$ 55.00		770-267-4940				
10	Five Below			\$ 55.00		1-888-625-5323				
11	Great Oaks Plaza			45.00 x 2		267-4940				
12	Golden Pantry			\$ 45.00		207-4867				
13	Harmony Trip Store			\$ 35.00		DI 678-635-7306				
14	I Hop			\$ 45.00		298-5575				
15	Leadfoot Diesel			\$ 45.00		770-267-3322 Tara				
16	Longhorn Steakhouse			\$ 45.00		266-5620				
17	McDonald's			45.00 x 2		267-4601				
18	Monroe Ace Hardware			\$ 45.00						
19	JH Martin Mechancial			\$ 45.00		770-696-5947				
20	Park Place Nursing Facility			45.00 & 35.00		404-925-0889				
21	Piedmont Walton			\$ 100.00		267-8461				
22	ROSS #2282			\$ 45.00						
23	Short Stop			\$25.00		678-635-7540 DeeDee				
24	Social Circle Nursing & Rehab			\$ 45.00		464-2019				
25	Sky Collision			\$ 25.00		266-2824	invoice Jan 2024-july 2024			
26	Stone Mountain Pecan			\$ 100.00		770-207-6486				
27	84 Coponents			45.00 x 2		787-8715				
28	Walton EMC			45.00 x 3		267-2505				
29	Zaxby's			\$ 45.00		678-786-8997 Evan				
30										
31	<u>Schools No Charge</u>			<u>Phone #</u>		<u>City/County Facilities-No Charge</u>				
32	Atha Elem. School			266-5995		Bus Transportation Annex				
33	Bay Creek Elem Sch			678-684-2800		Walton County Fire (Between)				
34	Carver Middle Sch			207-3333		Walton County Fire (Bold Springs)				
35	Harmony Elem School			267-6574		Walton County Action (Milledge Ave)				
36	Loganville Christian Academy			678-776-1988		FISH-Loganville				
37	Loganville Elem Sch			678-684-2840		FISH-Spring St Monroe				
38	Loganville High Sch			678-684-2880		FISH-Madison Ave Monroe				
39	Bay Creek Middle			678-684-2960		Walton County Government Bldg.				
40	Monroe Elem School			207-3205		West Walton Government Bldg.				
41	Monroe Area High School			266-4599		Walton County Roads & Bridges				
42	Sharon Elem School			6748-684-2850						
43	Social Circle Primary School									
44	Social Circle Middle/High School			464-2611						
45	Walnut Grove Elem School			784-0046						
46	Walnut Grove High School			678-507-3900		<u>City DOES NOT Service:</u>				
47	Walker Park Elem School			207-3240		Clearview Medical Center	Roll Off			
48	Youth Elem School			554-0172		Faith Academy	no container			
49	Youth Middle School			466-6849		George Walton Acad	no container			
50									JBG	
51									Revised 1/26/24	

Exhibit "A"





215 N Broad Street  
P. O. Box 1249  
Monroe, LA 70655  
(770) 267-3429

January 9, 2025

Walton County Clean and Beautiful  
Attn: Kenny Sargent  
2051 Leroy Anderson Road  
Monroe, LA 70655

Dear Mr. Sargent;

Please be advised that your fee for cardboard recycling will remain the same for fiscal year 2025 at the rate of \$2,485.32 a month (\$29,823.84 a year).

If you should have any questions, please contact me at 770-266-5142.

Sincerely,

Danielle M. Dills  
City of Monroe  
Office Manager

DMD

CC: Danny P. Smith, Solid Waste Director  
Logan Propes, City Administrator  
Chris Bailey, Assistant City Administrator

INTERGOVERNMENTAL AGREEMENT CONCERNING  
THE OPERATION OF A NEW AZALEA REGIONAL  
LIBRARY INSIDE THE CITY LIMITS OF LOGANVILLE

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter “Agreement”, “Lease” or “Operations IGA”) is made this the \_\_\_\_\_ day of \_\_\_\_\_, 2025, 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 (hereinafter referred to as 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 previously entered into that certain Intergovernmental Agreement Concerning The Funding and Building of a New Azalea Regional Library Inside the City Limits of Loganville dated November 7, 2023 (the “Concept IGA”) memorializing the overall project scope and agreed upon funding mechanisms to pay for the New Library (hereinafter the building and curtilage that houses the new O’Kelly Memorial Library shall be referred to generally as the “New Library”) and to agree to the process of designing and building and funding and operating the New Library; and,

WHEREAS, the Parties previously entered into that certain Amendment #1 To That Certain Intergovernmental Agreement Concerning The Funding and Building of a New Azalea Regional Library Inside the City Limits of Loganville Dated November 7, 2023 dated June 27, 2024 (the “Concept IGA Amendment 1”) memorializing a change in delivery dates for completing additional expected agreements concerning the New Library; and,

WHEREAS, the Concept IGA confirms that the committed funding sources for the New Library are \$1.5 million in ARPA funds from the City, \$1.2 million from the County, and \$3 million in state grant funds from the Library System (the “Funding Sources”); and

WHEREAS, as a condition of the \$3 million state grant which is part of the Funding Sources, the New Library must be used as a library for at least 20 years; and

WHEREAS, the City and Library System previously entered into that certain Intergovernmental Agreement Concerning the Design of a New Azalea Regional Library Inside the City Limits of Loganville dated September 23, 2024 (the “Design IGA”) memorializing the location, size, design, and certain shared infrastructure associated with the New Library; and,

WHEREAS, the New Library will be located on 1.852 acres owned by the City and adjacent to the a future potential Town Green (the “Property”) (see Exhibit A attached hereto and incorporated herein by reference for a more complete description of the Property); and,

WHEREAS, the Parties previously entered into that certain Intergovernmental Agreement Concerning the Construction of a New Azalea Regional Library Inside the City Limits of Loganville dated December 12, 2024 (the “Construction IGA”) memorializing substantially all matters concerning the construction of the New Library and the manner and method in which payments are made by the Parties during the construction process; and,

WHEREAS, the Parties previously entered into that certain Amendment #1 To That Certain Intergovernmental Agreement Concerning The Construction of a New Azalea Regional Library Inside the City Limits of Loganville Dated December 12, 2024 dated March 13, 2025 (the “Construction IGA Amendment 1”) memorializing a change in delivery dates for completing additional expected agreements concerning the New Library; and,

WHEREAS, on or about March 27, 2025 construction of the New Library began on the Property by Garland Construction and continues currently with an estimated completion date of June 2026;

WHEREAS, in accordance with the terms of the prior agreements between the Parties (the Concept IGA, the Design IGA and the Construction IGA) the Parties now wish to enter into this agreement addressing substantially all matters relating to the operations and use of the New Library (this “Operations IGA”);

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, County and the Library System do hereby agree as follows:

1. LEASE TERMS FOR NEW LIBRARY.

A. LEASE OF PREMISES:

In consideration of the covenants contained herein, the City does hereby lease the Property to the Library System and the Library System does hereby lease the Property from the City, upon and subject to the covenants and conditions hereinafter set forth. The



Library System shall not pay monetary rent, but will provide the services and operational values as described herein.

**B. TERM:**

In accordance with the mandated terms of some of the Funding Sources being used to build the New Library, the term of the lease is 20-years which shall begin on the date that the New Library is issued its Certificate of Occupancy from the City and be available for renewal upon the twentieth (20<sup>th</sup>) anniversary of said date.

**C. RIGHT OF ACCESS AND NO INTERFERENCE:**

Except as provided for herein, during the Term of this Lease, the Library System shall have full quiet enjoyment of the Property free from interference of others.

**D. SUBLEASING:**

The Library System may NOT sublease the Property, or any portion thereof, excepting only the regular rental of meeting rooms in the normal ordinary course of its library operations, without the prior written approval of the City, which may be withheld, conditioned or delayed in its sole discretion.

**E. EARLY TERMINATION:**

The City may terminate this Lease if the Property ceases to be used by the Library System as a general public library for any period of more than ninety (90) days, excepting situations of extensive damage or destruction to the Property, in which case this Lease shall remain in effect during the pendency of the reconstruction or rebuilding of the Property for use as a general public library.

2. Library System will Operate the New Library. During the term of this Agreement, the Library System shall continue to provide for the New Library consistent with level of local government funding and resources available with materials and services, including but not limited to: a Manager and staff, books, computers, security, PINES library systems hardware and software (as available), database access, internet connectivity, and the like, and to continuously operate on the Property during reasonable, normal and customary hours as a general public library open to the citizens of the City and the public at large. Hours of library operations shall be within the Library System's sole discretion.
3. City Will Provide Annual Operations Funding to Support the New Library. To the extent that funds are available and further allocated by future city councils annually in accordance

with Georgia law, the City will continue to provide and allocate funding in an amount consistent with prior allocations, available funding and the needs of the New Library. For reference, for FY 2025-26, the City has budgeted to provide the total funding amount for annual operations of One Hundred Thirty-Three Thousand Two Hundred Thirty-Eight and 00/100 Dollars (\$133,238.00), which is the same monetary contribution amount that the City has provided for at least the last five (5) fiscal year budget cycles.

4. City Will Provide In Kind Services for the Property. In keeping with the historical support that the City has provided to the existing/old location of the O'Kelly Memorial Library, the City will continue to provide without charge to the Library System, to the extent funding is available in the City's budget, the following services to the Property for the benefit of the New Library:

- a. Utility Services including water, sewer, electricity, natural gas and garbage collection
- b. Exterior grounds upkeep and maintenance
- c. Minor interior maintenance and upkeep on an as-needed basis
- d. Commercial General Property and Casualty and Liability Building Insurance for the Property of a sufficient amount

All other operational expenses related to the New Library not described herein shall be the sole responsibility of the Library System.

5. County Will Provide Annual Operations Funding to Support the New Library. To the extent that funds are available and further allocated by future county commissions annually in accordance with Georgia law, the County will continue to provide and allocate funding in an amount consistent with prior allocations, available funding and the needs of the New Library. For reference, for FY 2026, the County has budgeted to provide the total funding amount for annual operations of \$462,000.00 which amount is allocated equally between the four libraries within Walton County.

6. Shared Use of the Property.

- a. Shared Parking Use. The Parties agree that the Property will contain approximately 35 parking spaces.. For all hours that the New Library is open and functioning in its primary capacity as a public library, these spaces shall be available for use by the Library System's staff and patrons of the New Library. For all hours that the New Library is not open, the parking spaces located on the Library Tract shall be available for public parking as controlled and determined by the City in its sole discretion. In particular, the Parties anticipate that the City will use the parking on the Property for special events conducted by the City in the downtown area of

Loganville from time to time. During such events, the City shall be responsible for controlling the use of said parking during the special events.

- b. Shared Building Functions.** The Parties agree that the restrooms located in the New Library building will be available to the City to be used for non-library related purposes from time to time and subject to the conditions herein. In particular, the Parties agree that the restroom facilities of the New Library will be available for the City to use during hours when the New Library is not open for library services. The City shall be solely responsible for maintaining, stocking, cleaning and repairing any damages which occur during its use of the restrooms or during which times the general public has access to the restrooms from the exterior of the New Library building. The door access to the New Library restroom shall be installed in a way such that City and the Library System are able to institute a “double-lock” system to efficiently allow for such shared use of the restrooms and security and protection for the New Library. The City and Library System will work together to establish signage for the door which directs the public appropriately. The City’s sole access to the restroom is through the exterior entry door. The City may not allow members of the public to access the restrooms by entering the New Library when the library is closed. When a City event ends, the City shall bear sole responsibility for locking the exterior door. The Library System shall bear sole responsibility for locking the interior door when the library is closed. Additionally, the City shall be permitted to reserve meeting rooms in the New Library free of charge during normal Library hours and subject to availability in accordance with the meeting room reservation policy as adopted by the Library System. Notwithstanding anything herein to the contrary regarding shared usage, the Parties acknowledge that the Library System shall occupy the New Library and the City shall own the Property.

## **7. General Provisions.**

- a. Assignment.** This Agreement may not be assigned, in whole or in part, by any party without the prior written consent of the other party.
- b. Modification.** This Agreement cannot be changed or modified except by agreement in writing executed by all parties hereto.
- c. 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:

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  
Rosenthal Wright, LLC  
110 Court Street  
Monroe, Georgia 30655

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

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.

- d. 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 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.
- e. 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.
- f. 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.
- g. 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.
- h. 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.
- i. Time of Essence. Time is of the essence under this Agreement.
- j. Entire Agreement. This Agreement constitutes all of the understandings and agreements of whatsoever nature or kind existing between the parties with regard to the design of the project.

***[SIGNATURES CONTAINED ON THE FOLLOWING PAGE.]***

DRAFT



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, Chairman of the  
Walton County Board of Commissioners

ATTEST:

AZALEA REGIONAL LIBRARY SYSTEM

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

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

# EXHIBIT A

## Legal Description of The Property

### LIBRARY TRACT

#### West Tract

All that tract or parcel of land lying in and being in Land Lot 186 of the 4th District, City of Loganville, Walton County, Georgia and being more particularly described as follows:

Commencing at a 5/8-inch capped rebar set at the intersection of the northeasterly right of way of Covington Street (having a 60-foot, publicly dedicated right of way) and the southeasterly right of way of Main Street (having a 60-foot, publicly dedicated right of way), said rebar being the TRUE POINT OF BEGINNING.

Thence leaving said intersection and continuing along said right of way of Main Street the following courses and distances: North 52 degrees 11 minutes 16 seconds East a distance of 98.76 feet to a point; North 54 degrees 51 minutes 46 seconds East a distance of 100.00 feet to a point; North 55 degrees 42 minutes 54 seconds East a distance of 109.01 feet to a point; North 58 degrees 49 minutes 38 seconds East a distance of 18.33 feet to a 5/8-inch capped rebar set at the intersection of said right of way of Main Street and the land lot line common to Land Lots 154 and 186; Thence leaving said right of way and continuing along said land lot line South 32 degrees 05 minutes 15 seconds East a distance of 267.11 feet to a 5/8-inch capped rebar set at the intersection of said land lot line and the northwesterly right of way of Lucy Street (having a 30-foot, publicly dedicated right of way); Thence leaving said land lot line and continuing along said right of way the following courses and distances: South 55 degrees 20 minutes 56 seconds West a distance of 101.51 feet to a 1/2-inch rebar found; South 54 degrees 01 minutes 09 seconds West a distance of 170.62 feet to a 5/8-inch capped rebar set at the intersection of said right of way of Lucy Street and said right of way of Covington Street; Thence leaving said intersection and continuing along said right of way of Covington Street the following courses and distances: North 44 degrees 25 minutes 59 seconds West a distance of 112.44 feet to a 3-inch open top pipe found; North 42 degrees 58 minutes 54 seconds West a distance of 99.16 feet to a point; North 42 degrees 58 minutes 54 seconds West a distance of 58.00 feet to a 5/8-inch capped rebar set at the intersection of said right of way of Covington Street and said right of way of Main Street, said rebar being the TRUE POINT OF BEGINNING.

Said tract of land contains 1.852 acres (80,656 square feet).

## Walton County Department Agenda Request

Item 9.7.

Department Name: Human Resources

Department Head or Representative: Melissia Rusk

Meeting Date Request: September 2, 2025

Has this topic been discussed at past meetings? No

If so, when?

Topic: Proposed 2026 Holiday Schedule

Wording for Agenda: Proposed 2026 Holiday Schedule

This Request: Informational Purposes Only ☐

Needs Action by Commissioners ☒

What action are you seeking from the Commissioners? Approval of Proposed 2026 Holiday Schedule as recommended by the Employee Benefits Committee.

Department Comments/Recommendation:

Is 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? N/A

Date forwarded to the 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 Board of Commissioners

## Human Resources

### **2026 Holiday Schedule**

January 1, 2026 (Thursday)	New Year's Day
January 19, 2026 (Monday)	Martin Luther King, Jr. Day
April 3, 2026 (Friday)	Good Friday
May 25, 2026 (Monday)	Memorial Day
June 19, 2026 (Friday)	Juneteenth
July 3, 2026 (Friday)	In observance of Independence Day
September 7, 2026 (Monday)	Labor Day
November 11, 2026 (Wednesday)	Veterans Day
November 25, 2026 (Wednesday)	½ day before Thanksgiving
November 26, 2026 (Thursday)	Thanksgiving
November 27, 2026 (Friday)	Day after Thanksgiving
December 23, 2026 (Wednesday)	½ day before Christmas Eve
December 24, 2026 (Thursday)	Christmas Eve
December 25, 2026 (Friday)	Christmas Day

### **Remaining 2025 Holidays (*already BOC approved*)**

November 11, 2025 (Tuesday)	Veterans Day
November 26, 2025 (Wednesday)	½ day before Thanksgiving
November 27, 2025 (Thursday)	Thanksgiving
November 28, 2025 (Friday)	Day after Thanksgiving
December 23, 2025 (Tuesday)	In observance for ½ day before Christmas Eve
December 24, 2025 (Wednesday)	Christmas Eve
December 25, 2025 (Thursday)	Christmas Day

**Walton County Board of Commissioners  
MEMORANDUM OF AGREEMENT  
WITH  
The Partnership for Families, Children and Youth  
Dena Huff, Executive Director (Contractor)**

MOA#1

DATE: 7-1-2025

Walton County Board of Commissioners and Dena Huff (hereinafter referred to as "Contractor") enter into an agreement for the provision of services as specified below.

This MOA has an effective beginning date of July 1, 2025, and shall terminate on June 30, 2026, unless terminated earlier under provisions of this MOA.

Nothing contained in the MOA shall be construed to constitute the Contractor as an employee of Walton County Board of Commissioners, nor shall either party to this MOA have any authority to bind the other in any respect, it being intended that each shall remain an independent contractor. Contractor agrees to advise any client under the terms of this MOA of the independent status of the Contractor and WCBOC.

**RESPONSIBILITIES OF CONTRACTOR:**

Contractor agrees to provide the following deliverables:

1. Provide coordination services for the The Partnership to accomplish the work of the Collaborative (a group of agencies and individuals interested in fulfilling the TP goals) including:
  - a. Prepare *monthly progress reports* to be presented to the board, with activities accomplished and progress related to the strategic plan outlined.
  - b. Provide all support functions for governance *board meetings* including but not limited to 1) preparing meeting agendas in consultation with Board Chair; 2) sending out meeting agenda along with minutes from previous meeting one week prior to next meeting; 3) securing meeting location and refreshments (if needed); and 4) preparing meeting packets for Board members as appropriate.
  - c. **Work with Fiscal Agent, Walton County Board of Commissioners, Finance Director, to help produce accurate and mutually agreed upon *financial reports* to the Board, quarterly financial reports to funding agencies, and budget revisions as needed.**

- d. **Provide quarterly *Expenditure and Narrative Programmatic Reports to Georgia Family Connection Partnership* by October 15th, January 15th, April 15th and August 15th. Budget Revisions are due by April 22<sup>nd</sup>.**
- e. ***Invoice the Fiscal Agent for all Monthly Contracted Services and deliverables; to include travel expenses, by the last day of each month for services rendered and/or purchases within budgetary guidelines.***
- f. Represent the Board and Collaborative at monthly *regional meetings, Family Connection trainings and other events* as designated by the Board and Collaborative.
- g. Coordinate the completion of the *Annual Strategic Plan, Modifications (as necessary), and Annual Operating Plan* according to Georgia Family Connection Partnership guidelines.
- h. Coordinate *implementation of the Annual Operating Plan (AOP)*. Implementation Timelines should be submitted to Board and Collaborative at the beginning of the fiscal year. Monthly Progress Reports to the Board should include steps completed and barriers to successful completion. Specific programs in the AOP must be included on the Implementation Timeline and Monthly Progress Reports. Implementation of System Change Strategies must also be included.
- i. Complete *Memoranda of Agreement* regarding the AOP with all partners of the Collaborative and all other contractors who work on The Partnership initiatives.
- j. Maintain *public relations* and collaboration through attendance at necessary committees and meetings outside of GAFCP, in relation to AOP. Keep the public abreast of and educated on the issues surrounding Collaborative purpose, goals, and results (through the Annual Report). Update all publications, such as stationery, brochures, and business cards to maintain their accuracy.
- k. *Purchase supplies and equipment* for The Partnership office as needed and according to the budget. Maintain a current file of all office equipment and furniture. Keep all equipment serviced, updated, and maintained as needed.
- l. Work with the Chairs of *Strategy Teams Committees* to inspire action to address goal areas.

- m. Work with the The Partnership Chair on giving input to *governance committees* (Bylaws, Finance, Personnel, Executive, and Nominating Committees).
- n. *Maintain records* in an organized fashion.
- o. Keep resource *directories* and files current. Serve as an *Information & Referral* source for the community.
- p. Develop *financial resources* for the Board and Collaborative, such as grants, foundations, fundraising opportunities, and donations to support the **AOP**.

## RESPONSIBILITIES OF COLLABORATIVE

The Board/Collaborative agrees to:

- Be available to support the functions of The Partnership by doing the following:
- Members serve on and direct governance committees.
- The Fiscal Agent agrees to pay the contractor \$69,116.00 per year (\$2,658.40 bi-weekly). GAFCP Budget increase may change the contracted amount.
- The Chair and/or Vice-Chair maintains regular communication with the Executive Director.
- The Secretary takes minutes during Board/Collaborative meetings.
- At least one Collaborative member serves on goal and advisory committees.
- The Chair sets up the agenda with the Executive Director.
- Members participate in applicable Regional Meetings and training.
- All Board/Collaborative members support the implementation of the AOP, to include data collection and program development.
- The Treasurer for TP Board funds makes monthly reports to the Governing Board.
- Fiscal Managers for AOP program funds will assist the Executive Director with monthly financial reports to the Board.

## RESPONSIBILITIES OF BOTH PARTIES

Both parties agree to the following:

1. Work closely with community representatives, including culturally diverse populations according to race, age, and gender, to continue the work of the Collaborative.
2. Enthusiastically promote and support the work of the The Partnership.



3. Work within the approved TP budget for the Board/Collaborative.
4. Prevent duplication of efforts within the community and make the most efficient use of existing resources by shared funding, staff, and resources, when possible.
5. Empower individuals to focus on solving community problems together so that children and families are strengthened.
6. Contractor shall determine her primary offices for purposes of performing the independent contract services hereunder.

Contractor further agrees that all work done as a part of this contract will comply fully with all administrative and other requirements established by applicable Federal and State laws, rules, and regulations Contractor shall indemnify and hold harmless WCBOC, it's officers, directors and employees, from any loss of funds or resources resulting from noncompliance by Contractor, as revealed in any subsequent audits.

Either party to this agreement may terminate this agreement by giving the other party thirty (30) days in advance notice in writing.

This agreement is contingent upon the approval and allocation of funding by the State of Georgia Department of Human Services. If such funding is not approved, allocated, or is subsequently rescinded, either party may terminate this agreement immediately upon written notice without further financial obligation.

#### **CONTRACTOR EXECUTION**

\_\_\_\_\_  
Contractor, Dena Huff

\_\_\_\_\_  
Date

#### **COLLABORATIVE EXECUTION**

\_\_\_\_\_  
Chair, The Partnership  
Andrew Dykes

\_\_\_\_\_  
Date

#### **COUNTY DEPARTMENT EXECUTION**

\_\_\_\_\_  
County Chairman, WCBOC  
David Thompson

\_\_\_\_\_  
Date

## ***RESOLUTION***

**WHEREAS**, the budgets of Walton County for Fiscal Year 2026 for the General Fund, all special revenue funds, debt service funds, and capital funds were adopted on May 6, 2025, and

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

**THEREFORE, BE IT RESOLVED BY THE** Board of Commissioners of Walton County, amends the Fiscal Year 2026 budget to make changes to the Fiscal Year 2026 budget as presented in the attached summary schedule.

Adopted this 2<sup>nd</sup> day of September, 2025

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Chairman, David G. Thompson

Attest:

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County Clerk Rhonda R. Hawk

## AMENDMENT SUMMARY

### September 2025 Agenda

1. **Jail Operations 3325:** Budget amendment to increase expenditures for personnel in the amount of \$ 2,110,659.33. Approval of 25 new employees for the New Jail was approved during the August 5th board meeting. The amendment would result in a decrease in the fund balance.
2. **Jail Operations 3325:** Budget amendment to increase expenditures for Small Equipment (53.1600) in the amount of \$ 17,862.50 and Uniforms (53.1700) in the amount of \$ 58,200.00. Approval of equipment for new employees for the New Jail was approved during the August 5<sup>th</sup> board meeting. The amendment would result in a decrease in the fund balance.
3. **E-911 3800:** Budget amendment to increase expenditures for personnel in the amount of \$ 25,000.00. Approval of Shift Differential Pay for E911 employees that work night shift was approved during the August 5th board meeting. The amendment would result in a decrease in the fund balance.
4. **Coroner 3700:** Budget transfer to move funds that are unused (54.2500 Equipment) to the Small Equipment account (53.1600) so that a needed copier machine can be purchased for 2,505.00. This transfer would have no effect on fund balance.
5. **SPLOST IV 4220.19 Public Works:** Budget amendment to increase budgeted expenditures contract laborer (52.3850) by \$ 87,500. This relates to the Resurfacing Project Length Budget approved at the August 5<sup>th</sup> Board meeting. The amendment would result in an overall decrease in fund balance in the SPLOST IV fund.
6. **EMS 3610:** Budget amendment to increase Revenue by \$12,459.89 from the Trauma Grant (33.4150) and to increase Expenditures for small equipment (53.1600) by the same amount. This has no effect on fund balance.
7. **Parks & Recreation 6130:** Budget amendment to transfer expenditures in the amount of \$ 9,637.30 from Temporary Employees (51.1200) to Regular Employees (51.1100). This is being done to cover additional expense of reclassifying Athletic Specialist to Athletic Coordinator. This transfer would have no effect on fund balance.

***RESOLUTION OF THE BOARD OF COMMISSIONERS OF WALTON  
COUNTY, GEORGIA TO APPROVE THE PROJECT LENGTH BUDGET  
FOR THE DEEP PATCHING AND RESURFACING PROJECT, AND TO  
AMEND THE FISCAL YEAR 2026 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 2026 on May 6, 2025; 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 2026.

**THEREFORE, BE IT RESOLVED** by the Walton County Board of Commissioners that the project-length budgets for the Deep Patching and 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 2026 be amended to incorporate fiscal year 2026 for the Deep Patching and Resurfacing Project.

**SO RESOLVED THIS 2<sup>nd</sup> DAY OF September, 2025:**

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

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

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

[COUNTY SEAL]



## WALTON COUNTY PUBLIC WORKS DEEP PATCHING & RESURFACING PROJECT BUDGET

DATE: 8/18/2025

PROJECT: 2025 SPLOST RESURFACING PROJECTS

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

Description	Unit Measure	Totals
Ashley Court	0.16 miles	\$ 28,000
John Deere Road (South)	0.25 miles	\$ 43,750
Walker Park Drive	0.25 miles	\$ 43,750

Total Resurfacing Cost: \$ 115,500

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

## Walton County Department Agenda Request

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

Department Head/Representative: **Kim McCord**

Meeting Date Request: **09/02/2025**

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

If so, When?

TOPIC: **Axon Enterprise, Inc.**

Wording For Agenda: **Service Agreement with Axon (Interview Rooms) for New Jail**

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

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

Department Comments/Recommendation:

Additional Documentation Attached? **Copy of Agreement**

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

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

Date forwarded to County Attorney: **08/23/2025**

Has the County Attorney review been completed? **No, Agreement is currently being reviewed as of 08/25/2025 - Agreement subject to county attorney's final review and approval**

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:



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

Q-734893-45873JV

Issued: 08/04/2025

Quote Expiration:

Estimated Contract Start Date: 10/01/2025

Account Number: 110958

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: \$0.00

SHIP TO	BILL TO
Walton County Sheriff's Office - GA 1425 S Madison Ave Monroe, GA 30655-2815 USA	Walton County Sheriff's Office - GA 303 S HAMMOND DR MONROE GA 30655-2904 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Josh Vance Phone: 770-855-7935 Email: jvance@axon.com Fax:	Scott Whisnant Phone: 770-267-0887 Email: scott.whisnant@co.walton.ga.us Fax: (770) 266-1500

Quote Summary

Program Length	60 Months
TOTAL COST	\$78,593.12
ESTIMATED TOTAL W/ TAX	\$78,593.12

Discount Summary

Average Savings Per Year	\$146.86
TOTAL SAVINGS	\$734.28

Payment Summary

Date	Subtotal	Tax	Total
Sep 2026	\$19,648.28	\$0.00	\$19,648.28
Sep 2027	\$19,648.28	\$0.00	\$19,648.28
Sep 2028	\$19,648.28	\$0.00	\$19,648.28
Sep 2029	\$19,648.28	\$0.00	\$19,648.28
Total	\$78,593.12	\$0.00	\$78,593.12



Quote Unbundled Price: \$79,327.40  
 Quote List Price: \$79,327.40  
 Quote Subtotal: \$78,593.12

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
<b>A la Carte Software</b>									
50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	1	60		\$28.21	\$22.57	\$1,354.08	\$0.00	\$1,354.08
50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	1	60		\$1,500.00	\$1,500.00	\$1,500.00	\$0.00	\$1,500.00
50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	1	60		\$32.98	\$26.38	\$1,583.04	\$0.00	\$1,583.04
50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	1	60		\$1,750.00	\$1,750.00	\$1,750.00	\$0.00	\$1,750.00
50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	60		\$1,750.00	\$1,750.00	\$3,500.00	\$0.00	\$3,500.00
50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	2	60		\$111.75	\$111.75	\$13,410.00	\$0.00	\$13,410.00
50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	8	60		\$111.75	\$111.75	\$53,640.00	\$0.00	\$53,640.00
<b>A la Carte Warranties</b>									
101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	4			\$464.00	\$464.00	\$1,856.00	\$0.00	\$1,856.00
Total							\$78,593.12	\$0.00	\$78,593.12

Delivery Schedule

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	1	10/01/2025	09/30/2030
A la Carte	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	1	10/01/2025	09/30/2030
A la Carte	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	10/01/2025	09/30/2030
A la Carte	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	1	10/01/2025	09/30/2030
A la Carte	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	1	10/01/2025	09/30/2030
A la Carte	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	2	10/01/2025	09/30/2030
A la Carte	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	8	10/01/2025	09/30/2030

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	4		

## Shipping Locations

Location Number	Street	City	State	Zip	Country
1	1425 S Madison Ave	Monroe	GA	30655-2815	USA

## Payment Details

Sep 2026					
Invoice Plan	Item	Description	Qty	Subtotal	Tax Total
Year 2	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	4	\$464.00	\$0.00
Year 2	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	1	\$375.00	\$0.00
Year 2	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	1	\$338.52	\$0.00
Year 2	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	1	\$437.50	\$0.00
Year 2	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	\$875.00	\$0.00
Year 2	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	1	\$395.76	\$0.00
Year 2	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	8	\$13,410.00	\$0.00
Year 2	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	2	\$3,352.50	\$0.00
Total				\$19,648.28	\$0.00

Sep 2027					
Invoice Plan	Item	Description	Qty	Subtotal	Tax Total
Year 3	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	4	\$464.00	\$0.00
Year 3	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	1	\$375.00	\$0.00
Year 3	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	1	\$338.52	\$0.00
Year 3	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	\$875.00	\$0.00
Year 3	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	1	\$437.50	\$0.00
Year 3	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	1	\$395.76	\$0.00
Year 3	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	2	\$3,352.50	\$0.00
Year 3	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	8	\$13,410.00	\$0.00
Total				\$19,648.28	\$0.00

Sep 2028					
Invoice Plan	Item	Description	Qty	Subtotal	Tax Total
Year 4	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	4	\$464.00	\$0.00
Year 4	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	1	\$375.00	\$0.00
Year 4	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	1	\$338.52	\$0.00
Year 4	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	1	\$437.50	\$0.00
Year 4	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	\$875.00	\$0.00
Year 4	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	1	\$395.76	\$0.00
Year 4	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	2	\$3,352.50	\$0.00
Year 4	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	8	\$13,410.00	\$0.00
Total				\$19,648.28	\$0.00

Sep 2029					
Invoice Plan	Item	Description	Qty	Subtotal	Tax Total
Year 5	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	4	\$464.00	\$0.00
Year 5	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	1	\$375.00	\$0.00

Sep 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	1	\$338.52	\$0.00	\$338.52
Year 5	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	\$875.00	\$0.00	\$875.00
Year 5	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	1	\$437.50	\$0.00	\$437.50
Year 5	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	1	\$395.76	\$0.00	\$395.76
Year 5	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	2	\$3,352.50	\$0.00	\$3,352.50
Year 5	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	8	\$13,410.00	\$0.00	\$13,410.00
Total				\$19,648.28	\$0.00	\$19,648.28



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

## Standard Terms and Conditions

### Axon Enterprise Inc. Sales Terms and Conditions

#### Axon Master Services and Purchasing Agreement:

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

#### ACEIP:

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

#### Acceptance of Terms:

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

Signature

8/4/2025

Date Signed



## Walton County Department Agenda Request

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

Department Head/Representative: **Kim McCord**

Meeting Date Request: **09/02/2025**

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

If so, When?

TOPIC: **My Justice Portal**

Wording For Agenda: **Agreement with My Justice Portal**

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

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

Department Comments/Recommendation:

Additional Documentation Attached? **Copy of Agreement**

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

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

Date forwarded to County Attorney: **08/08/2025**

Has the County Attorney review been completed? **No, still reviewing final revisions as of 08/25/2025**

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:



## MY JUSTICE PORTAL LICENSE AGREEMENT

This My Justice Portal License Agreement (this “*Agreement*”) is entered into as of September 5th, 2024 (the “*Effective Date*”) by and between My Justice Portal LLC, a Georgia limited liability company (the “*Company*”), and Walton County, Georgia (the “*Customer*”). The Company and the Customer may be referred to herein, individually, as a “*Party*”, or collectively, as the “*Parties*”.

**WHEREAS**, the Company provides a secure portal for inmates to facilitate meaningful representation through privileged communication and access to the courts, rules, bondspeople, and counsel (such portal and the services therein, the “*My Justice Portal*” or the “*Portal*”); and

**WHEREAS**, the Customer desires to obtain a license for it and its Authorized Users (as defined below) to access and use the My Justice Portal, on a subscription basis, subject to the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Customer agree as follows:

1. **Definitions.** In addition to the terms otherwise defined in this Agreement or an Order Form, the following terms have the definitions below:

“**Access Credentials**” means any username, identification number, password, facial recognition, license or security key, security token, PIN, or other security code, method, technology, or device, used alone or in combination, to verify an individual’s identity and authorization to access and use the Portal.

“**Affiliates**” means an entity that directly or indirectly controls, is controlled by, or is under common control with a Party, where “control” means an ownership, voting, or similar interest representing fifty percent (50%) or more of the total interests then outstanding.

“**Authorized Users**” means the correctional facility administrators, intake officials and other authorized individuals who are provided access to the Portal by the Customer and an account to access the same.

“**Customer Data**” means any data, documents, information, code, content, materials, writings, or anything of a similar nature, that is uploaded, posted, published, transmitted, stored, or otherwise made available through or connected to the Customer’s or its Authorized Users’ use of the Portal, regardless of whether it is stored in the Company’s or the Customer’s database, server, or environment.

“**Documentation**” means the documentation that is provided to the Customer that describes the then-current specifications, functions, and features of the Portal, in any form.

“**Harmful Code**” means any software, hardware, or other technology, device, or means, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to: (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any: (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data processed thereby; or (b) prevent any Person from accessing or using the Portal as intended by this Agreement (except in order to comply with



applicable Law and to comply with and enforce the terms of this Agreement and that the Company further install and utilize disabling devices to restrict access to the Portal to enforce the terms of this Agreement and any restrictions the Customer or its Authorized Users may have otherwise agreed).

**“Intellectual Property Rights”** means all rights arising from or relating to: (a) patents and patentable subject matter; (b) trademarks, service marks and other trademarkable subject matter; (c) internet domain names, whether or not trademarks, registered by any authorized private registrar or governmental authority, web addresses, web pages, website and URLs; (d) works of authorship, expressions, know-how, general knowledge, designs and design registrations, whether or not copyrightable, including copyrights and copyrightable works, software and firmware, application programming interfaces, architecture, files, records, schematics, data, data files, and databases and other specifications and documentation; (e) trade secrets; and (f) all industrial rights, intellectual property rights and other rights, interests and protections that are associated with, equivalent or similar to, or required for the exercise of, any of the foregoing, however arising, in each case whether registered or unregistered and including all registrations and applications for, and renewals or extensions of, these rights or forms of protection under the Law of any jurisdiction throughout in any part of the world, including all property protected by such rights.

**“Law”** means, with respect to any Person, all provisions of laws, statutes, ordinances, rules, regulations, permits, certificates, judgments, decisions, decrees, or orders of any governmental authority or self-regulatory organization applicable to such Person.

**“Marks”** means service marks, trademarks, trade names, logos, and any modifications to the foregoing.

**“Order Form”** means an applicable order form entered into in connection with this Agreement, the form of which is attached hereto as Schedule A, setting forth, among other things, the Subscription Term of the License and the applicable Subscription Fees.

**“Person”** means any individual, corporation, partnership, trust, unincorporated association, business, or other legal entity, and any government or any governmental agency or political subdivision thereof.

**“Third Party”** means any Person who is not the Company, the Customer, or an Authorized User.

**“Updates”** means repairs, enhancements, or the addition of new features to the Portal by the Company.

## 2. Portal License.

**2.1 License Grant.** Subject to the terms and conditions of this Agreement and any applicable Order Form, and solely during the Subscription Term set forth in the applicable Order Form, the Company hereby grants to the Customer and its Authorized Users a limited, non-exclusive, non-sublicensable, non-transferable, non-assignable (except as set out in Section 12.3) license to access and use the Portal (and the Documentation) for the purposes described in the Documentation and no other purposes (the **“License”**). Additional limitations may be set forth in the applicable Order Form.

**2.2 Portal Capabilities Under the License.** Under the License, the Portal provides an avenue for the Customer’s inmates to (i) search for, inquire, and, as applicable, secure legal representation from a licensed attorney, whereby the Portal, (ii) via messaging and other communications features as authorized and enabled by the Customer and their Tablet Provider, allows for communications between an inmate and an approved, registered attorney. Additionally the Portal provides inmates (iii) certain case management capabilities, including, but not limited to, the ability for inmates to receive, store, and fill out and send/transmit certain legal and case-related documents and forms directly to and from, as the case may be, an attorney registered on the Portal, and; (iv) the ability for inmates to create and save certain case-related notes; Further, under the License,

the Portal is capable, at the Customer's election and, as applicable, pursuant to the Customer obtaining such requisite third-party licenses and/or approvals, of providing (v) the ability for inmates to access and utilize the various features of certain third-party legal research platforms, such as, by way of example, LexisNexis, Westlaw, and/or FastCase (the "**Law Library**"); and (vi) the ability for inmates to request and receive, certain legal research information, such as various statutes and case law, whereby such legal research is conducted by a third-party provider, specifically, Legal Research Associates (the "**Legal Research Assistance**"). For the avoidance of doubt, the Customer shall solely be responsible for obtaining any required third-party licenses, and paying all corresponding license/access fees, in order to allow for its inmates to lawfully access and use the Law Library, and Legal Research Assistance, and upon the Customer's election, the Company's agrees to integrate/incorporate such elected features within the Platform for its use by the Customer's inmates.

### 2.3 *Restrictions on Use.*

(a) The Customer will not, and will not permit any other Person under Customer's direct control, to:

(i) License, sublicense, sell, resell, transfer, assign, distribute, or otherwise commercially exploit the Portal;

(ii) Disassemble, decompile, reverse engineer, or otherwise attempt to derive source code or other trade secrets from the Portal, or modify, make derivative works based upon, copy, or otherwise use any ideas, features, functions, or graphics of the Portal in order to: (1) build a competitive product or service; or (2) build a product using similar features, functions, or graphics of the Portal;

(iii) Modify, remove, or obstruct any proprietary rights statement or notice, any warranties, disclaimers, or other notices, or any Marks that are contained within the Portal;

(iv) Input, upload, transmit, store, or otherwise provide to or through the Portal any materials: (1) which are infringing, unlawful, or tortious; or (2) contain, transmit, or activate any Harmful Code;

(v) Bypass or breach, or attempt to bypass or breach, any security mechanism on the Portal, or otherwise attempt to gain unauthorized access to the Portal or its related systems or networks or permit Third Parties to access the Portal;

(vi) Challenge, or cause, induce, authorize, or assist any Person to assert ownership of or challenge, the validity, ownership, use, or registration of any Intellectual Property Rights in and to the Portal or the Documentation;

(vii) Under or in connection with any part of this Agreement or its subject matter, perform any act that, or fail to perform any act the omission of which, infringes, misappropriates, or otherwise violates any Intellectual Property Rights of the Company or other right of any Person, or violates any applicable Law, including data protection and privacy Laws; or

(viii) Use the Portal in a way that: (1) contravenes or violates applicable Law; (2) could materially harm the functionality or performance of the Portal; (3) may be offensive, profane, obscene, or libelous; or (4) otherwise fails to comply with this Agreement, the applicable Order Form, or the Documentation;

(b) The Customer agrees to comply with all applicable local, state, national, and foreign Laws, treaties, and regulations in connection with the Customer's and its Authorized Users' use of the Portal, including those related to data privacy and legal privileges (including attorney-client privilege).

~~(c) The Customer is responsible for any breach of this Agreement by its Authorized Users.~~

~~(d)(c)~~ The Customer agrees that it will promptly notify the Company of any violation or suspected violation of this Section 2.3 and shall use commercially reasonable efforts to prevent any threatened violation and otherwise mitigate the results of any violation.

**2.4 Account Activation.** The Company will provide the Customer its own, unique account (a "**Master Account**"). The Customer also acknowledges and agrees that each Authorized User must create their own, unique account, or, in the case of Authorized Users who are inmates, the Customer will create such an account on their behalf, to access and utilize the Portal (each, an "**Authorized User Account**"). The Customer further agrees that the Customer and each Authorized User will: (a) provide true, accurate, current and complete information as prompted by the registration form; (b) maintain and promptly update the data with which it registered to ensure the information is always true, accurate, current, and complete; (c) immediately inform the Company of any unauthorized use of its Account or any other breach of security; and (d) exit from its Account at the end of each session. The Customer is fully responsible for all activities performed on or through its Master Account and all Authorized User Accounts.

**2.5 Access Credentials; Unauthorized Access.** The Customer and the Authorized Users will create or be provided all necessary Access Credentials contemporaneously with the activation of their Account. The Customer and its Authorized Users are responsible for maintaining the confidentiality of their Access Credentials. The Customer and Authorized Users shall only access the Portal using their individual Access Credentials. The Company will not be liable for any loss that the Customer or any Authorized User incurs as a result of unauthorized use of Access Credentials, either with or without the knowledge of the Customer or the applicable Authorized User; nor shall the Company be liable or responsible for any unauthorized access or misuse of the Portal by the Customer or any Authorized User. The use of the Accounts is subject in all instances to the *My Justice Portal Terms of Services*, as may be in effect and modified from time to time in accordance with the terms thereof (the "**Terms of Service**"). In the event of any conflict with the Terms of Service and the terms of this Agreement, the Terms of Service will control with respect to actual use of the Accounts.

**2.6 Inmate Account Setup and Use.** The Customer acknowledges that it is responsible for set-up of all inmate accounts and the verification of profiles upon reentry at the Facility. The Company will in no event be responsible for any inaccuracies or failures to verify or other issues related to inmate account activation. All use of the Portal by inmates will be subject to the Terms of Service. Without limiting the foregoing, the Customer agrees to use reasonable efforts to ensure that the Portal is not being used by such persons in a manner that would violate the terms of this Agreement or the Terms of Service.

**2.7 Third Party Materials.** The Portal may include, incorporate, utilize or work with other software, including certain open-source software tools, applications, content, data or other materials, including related documentation, that are owned by a Third Party and that are provided to the Customer on license terms that are in addition to and may be different from those contained in this Agreement ("**Third-Party Licenses**"). A list of such Third-Party Licenses will be provided upon the Customer's reasonable request. The Customer agrees to be bound by and shall comply with all Third-Party Licenses. Any breach by the Customer or any of its Authorized Users of any Third-Party License shall be considered a breach of this Agreement as well.

**2.8 Technical Requirements.** The Customer will be solely responsible for the operation, management, and maintenance of its hardware and related electronic equipment, systems, databases, networks, software, and internet access to be able to access and use the Portal ("**Customer Systems**"). The Company neither

represents nor warrants that the Portal will be accessible through all browser releases or all versions of tablets, smartphones, or other computing devices or that the Portal will be able to be integrated with or within the Customer's own application(s), in any case, except as may be expressly set forth on the applicable Order Form. The Company is not responsible or liable for any delay or failure of performance caused in whole or in part by any Customer Systems.

**2.9 Suspension of Portal.** Any use of the Portal in violation of the Agreement by the Customer that, in the Company's reasonable judgment, threatens the security, integrity, or availability of the Portal may result in the Company immediately suspending the Company's access to the Portal; however, the Company will use commercially reasonable efforts under the circumstances to provide the Customer with notice and an opportunity to remedy such violation or threat prior to such suspension. The Company may further suspend access to the Portal, immediately, if: the Company receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires the Company to do so.

### **3. Additional Services.**

**3.1 Maintenance.** The Customer acknowledges that certain maintenance activities regarding the Portal may be necessary or appropriate from time to time, including bug fixes, software updates, feature updates, and the addition of new services. The Company will use reasonable efforts to: (i) give the Customer advance notice of any maintenance activities which are expected to materially impact access to and use of the Portal; and (ii) perform routine scheduled maintenance during non-business hours.

**3.2 Updates.** The Company has sole discretion to issue periodic updates, upgrades, new releases, adaptations, bug fixes, patches, workarounds, and other error corrections with respect to the Portal ("**Updates**"). The Customer agrees that the Company has no obligation to provide any Updates or to continue to provide or to enable any particular features or functionality, *provided however*, that the Company agrees not to discontinue or diminish any material features or functionality of the Portal during the Subscription Term unless the Update is material to the continued proper functioning of the Portal. To the extent that the Customer has control over upgrades and updates within its own instance of the Portal or on the Customer's own devices or applications, the Customer agrees to promptly install and make use of all Updates and acknowledge and agree that the Portal may not properly operate should the Customer fail to do so. The Customer further understands and agrees that all Updates will be deemed part of the Portal and be subject to all terms and conditions of this Agreement.

**3.3 Beta Features.** The Company may, at its sole discretion, make certain services or features available to the Customer through the Portal on a test basis which will be clearly designated as beta, pilot, limited release, non-production, or by similar description (a "**Beta Release**"). Notwithstanding anything to the contrary in the Agreement, the Customer acknowledges and agrees that Beta Release is provided on an "as is" and "as available" basis without any liability and indemnity obligations, warranty, support, maintenance, or service level obligations of any kind. The Company does not guarantee that future versions of a Beta Release will be released or that future versions will be substantially similar to the current Beta Release. The Company may terminate the Customer's right to use a Beta Release at any time for any reason.

**3.4 Support Services.** Subject to the terms and conditions of this Agreement, the Company will maintain and support the Portal on a "best effort" and an "as needed" basis during the term of the applicable Order Form, at no additional charge to the Customer.

### **4. Customer Data.**

**4.1 Company's Acknowledgments.** The Company acknowledges and agrees that the Customer, and its Authorized Users, such as in the case of inmates who are Authorized Users, exclusively owns all right, title, and interest in and to all Customer Data, in any form or medium, that is uploaded, posted, published, transmitted,



stored, or otherwise made available through the use of the Portal. The Company will not: (a) disclose Customer Data except as compelled by Law (subject to Section 8.3); or (b) access Customer Data except as necessary to provide the services available through the Portal to the Customer, to prevent or address service or technical problems, to assist the Customer in complying with applicable Law, at the Customer's request, in connection with support matters, or as expressly permitted elsewhere in this Agreement or an Order Form.

**4.2 Customer Obligations.** The Customer shall be solely and exclusively responsible for Customer Data that it utilizes in conjunction with its use of the Portal, and the Company has no responsibility for verifying or maintaining the same (all of which shall be sole responsibility of the Customer). Accordingly, the Customer is solely and exclusively responsible for ensuring that: (a) it has all of the rights, licenses, and privileges that are required for all Customer Data that it uploads, posts, publishes, transmits, stores, or otherwise makes available through the use of the Portal; and (b) no portion of the Customer Data is unlawful or infringes upon the rights of any Third Party. At no time shall the Company be responsible for the accuracy, availability, correctness, timeliness, or any other quality of or concerning the Customer Data that the Customer uploads to, utilizes within, or that is transmitted through, the Portal, or otherwise provides to the Company. Further, the Company shall have the right, at its sole discretion, to restrict, limit, or reject the storage or transmission of any Customer Data and to remove any Customer Data that has previously been uploaded or transmitted to the Portal, if the Company reasonably believes that such Customer Data or the Customer's use thereof is in violation of the terms of this Agreement or the Law. The Company is not responsible for any changes, additions, or deletions of or to the Customer Data made by the Customer or its Authorized Users.

**4.3 Customer Data License; Privacy Policy.** During the Term, the Customer grants to the Company a non-exclusive, non-transferable, non-assignable (except as set forth in Section 12.3), worldwide, royalty free, fully paid license to access and use Customer Data to provide the services available through the Portal to the Customer and to monitor, develop, and improve the Portal. The Company may monitor the Customer's use of the Portal and the data collected therein, which may include reviewing Customer Data collected by or stored in the Portal as necessary to ensure compliance with applicable Law and with the terms of this Agreement. The Company's use of Customer Data (and Anonymized Data and Customer Usage Data (each as defined below)) will be subject to the *My Justice Portal Privacy Policy*, as may be in effect, and amended by the Company, at its sole discretion, from time to time, the terms of which are incorporate herein by reference, as applicable.

**4.4 Aggregated Data Use.** The Customer agrees that the Company may use, reproduce and disclose Customer Data that is anonymized, de-identified, or is otherwise not reasonably associated or linked to the Customer or its Authorized Users or any other identifiable individual person or entity ("*Anonymized Data*") for product and service improvement and other purposes consistent herewith. This right to use Anonymized Data will survive termination of this Agreement.

**4.5 Customer Usage Data.** The Customer acknowledges and agrees that the Company may, directly or indirectly, including through the services of Third Parties, collect and store information and data in connection with the Customer's and its Authorized Users' use of the Portal and about equipment on which the Portal is installed or through which it otherwise is accessed and used (the "*Customer Usage Data*"). The Company may collect such information and data through means including: (a) the Customer's access and use of the Portal; and (b) the provision of services through the Portal. The Company may access, use, and provide Third Parties with access to and use of the Customer Usage Data for the following enumerated purposes: (i) making the Portal functional and usable for the Customer and its Authorized Users; (ii) providing the Customer and its Authorized Users with the services available through the Portal; (iii) improving the performance of the Portal; (iv) developing Updates, new versions, and new service offerings; and (v) verifying the Customer's and its Authorized Users' compliance with the terms of this Agreement and enforcing the Company's rights, including all Intellectual Property Rights in and to the Portal.

**4.6 Customer Data Backups.** Notwithstanding that the Company may from time to time perform data backups in the ordinary course of business, the Portal does not replace the need for the Customer to maintain regular data backups or redundant data archives with respect to Customer Data. THE COMPANY HAS NO OBLIGATION OR LIABILITY FOR ANY LOSS, ALTERATION, DESTRUCTION, DAMAGE, CORRUPTION, OR RECOVERY OF CUSTOMER DATA.

**4.7 Confidentiality of Inmate Data.** The Customer agrees that any data uploaded, sent, received, posted, published, transmitted, stored to, by, or through the Portal by inmate users shall be deemed confidential information of such user and thus may not be accessed, viewed, utilized, or disseminated by the Customer or any personnel of the Customer. In the event the Customer gains access to any such data, the Customer shall immediately notify the Company and shall not otherwise download, view or utilize such data.

## **5. Intellectual Property Ownership.**

**5.1 Ownership.** Except for the limited right to access and use the Portal under this Agreement and the applicable Order Form, the Customer acknowledges and agrees that, as between the Parties, the Company, or its licensors, as the case may be, has and will retain any and all right, title, and interest in and to the Portal, the services provided therein, and any underlying software and code, as well as all derivative works made by any person or entity based upon any of the foregoing, including all Intellectual Property Rights associated with the foregoing. Any customizations or other modifications of the Portal or any of its features (and all Intellectual Property Rights associated with the foregoing) will be owned exclusively by the Company.

**5.2 Use of Marks.** Each Party may be the owner of certain Marks. For the Term of this Agreement, each Party hereby grants to the other Party respectively a limited, non-exclusive, non-sublicensable, non-transferable, non-assignable (except as set out in Section 12.3) license to use their Marks exclusively in connection with the performance of its obligations and exercise of its rights in connection with this Agreement and the promotion of the Portal in connection with the Customer. Each Party will retain all ownership rights in and to its Marks, and this license does not transfer or assign an ownership right to the other Party. All use of the Marks will conform to any usage guidelines provided by the owning Party and subject to prior written approval of the owning Party, which such approval will not be unreasonably withheld, conditioned, or delayed (and provided that such approval shall not be required in respect of publications issued in accordance with Section 12.5). All goodwill associated with use of the Marks will inure to the benefit of the owning Party. Neither Party will challenge, or cause, induce, authorize, or assist any Person to challenge, the validity, ownership, use, or registration of any Intellectual Property Rights in and to the other's Marks, or take any action in derogation of the other's Marks, including by using, licensing, or applying to register any mark that is identical or substantially similar to any of the other's Marks.

**5.3 Feedback.** If the Customer provides the Company with any feedback or suggestions about the Portal or the Company's business operations (the "**Feedback**"), the Company may use the Feedback without obligation to the Customer, and the Customer irrevocably assigns to the Company all right, title, and interest in and to the Feedback.

**5.4 No Transfer.** Except as set forth herein, this Agreement does not transfer to either Party any rights of ownership in, or related to, any Intellectual Property Rights of the other Party.

## **6. Fees and Payment Terms.**

**6.1 Fees.** In consideration of the grant of the License for the Subscription Term, the Customer shall pay the Company the subscription fees (the "**Subscription Fees**") and other fees set forth on the applicable Order Form, in accordance with the terms and schedule set forth thereon.

**6.2 Payment.** The Customer will pay all Subscription Fees in U.S. Dollars, on or prior to the due date for the same set forth in the applicable Order Form, or, absent any specified due date, then within thirty (30) days after the date of the invoice therefore, in all cases, without deduction, setoff, defense or counterclaim for any reason. All Subscription Fees are final and are non-refundable for any reason, except as expressly set forth elsewhere in this Agreement or the applicable Order Form.

**6.3 Late Payment.** The Customer will pay interest, at a rate equal to the lesser of one and one half percent (1.5%) per month (or part thereof) or the maximum legal rate permitted, on the amount (other than amounts disputed in good faith in accordance with Section 6.4) shown on any invoice that is paid later than the due date in addition to all reasonable costs of collection incurred by the Company (including attorney fees). If failure in payment continues for more than ten (10) days, the Company may suspend access to the Portal until all owed amounts have been paid in full. The foregoing is without limitation to any other remedies available to the Company for late payment.

**6.4 Billing Disputes.** ~~The Customer shall review and approve all invoices within five (5) business days of receipt and shall not unreasonably withhold approval or raise dispute except in good faith. All good faith billing~~ disputes must be set forth in writing and the Customer shall otherwise timely pay all undisputed portions of any invoice. ~~If disputes are not raised within such aforementioned period, such disputes will be deemed waived except with respect to clerical errors.~~

**6.5 Price Changes.** Unless and except as otherwise agreed to in the applicable Order Form, the Subscription Fees for any renewal periods will be increased by three percent (3%) from the preceding contract year (the "*Annual Increase*"). Without limiting the foregoing, the Subscription Fee is subject to increase at any time in the event the Average Daily Inmate Population at given Facility is in excess of the allocation set forth in the applicable Order Form, as may be further described in such Order Form, at the sole discretion of the Company. Except as set forth in this Section 6.5, any changes to the Subscription Fees will take effect only upon the renewal of the Subscription Term and will be communicated in writing to the Customer in advance. Customer shall have the right to terminate this Agreement within thirty (30) days of any notice of a price increase.

**6.6 Taxes.** The Subscription Fees do not include any taxes, levies, duties, or similar governmental assessments of any nature, including value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, the "*Taxes*"). The Customer is responsible for paying all Taxes associated with its purchases under this Agreement and any Order Form. If the Company has the legal obligation to pay or collect Taxes for which the Customer is responsible under this Section 6, including for Subscription Fees previously invoiced, the Company will invoice the Customer and the Customer shall pay that amount promptly (unless the Customer provides the Company with a valid tax exemption certificate authorized by the appropriate taxing authority).

## **7. Term and Termination.**

**7.1 Term.** The term of this Agreement (the "*Term*") shall begin on the Effective Date and continue for three (3) years. Thereafter, the Agreement shall automatically renew on the same terms and conditions for successive additional one (1) year terms, unless notice is given by any Party to the other Party of non-renewal at least thirty (30) days prior to the expiration of the then applicable term; or until earlier terminated by the Parties under Section 7.2. If there are any active Order Forms existing under this Agreement as of the expiration or termination of this Agreement, the Term of this Agreement will continue with respect to the outstanding Order Forms until expiration, termination, or completion of each such Order Form.

**7.2 Subscription Term.** The License shall commence on the Start Date set forth in the corresponding Order Form and shall continue in effect for the period of time prescribed in the Order Form and shall automatically renew for consecutive periods of equal length (unless a different period is otherwise stated in the

Order Form), unless either Party provides the other Party notice of non-renewal at least thirty (30) days prior to the end of the then current term or until it is terminated in accordance herewith (the initial period together with any renewal periods, the "*Subscription Term*").

**7.3 Termination.** In addition to any other express termination right set forth elsewhere in this Agreement:

(a) Either Party may terminate this Agreement and any or all Order Forms, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured for thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach.

(b) Either Party may terminate this Agreement and any or all Order Forms, effective upon written notice to the other Party, if the other Party: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files or has filed against it a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency Law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(c) The Company may terminate this Agreement, effective upon written notice to the Customer, if the Company reasonably determines that further provision of the Portal would be (or would present a substantial risk) in contravention of any applicable Law or rule of any governmental unit or self-regulatory organization.

(d) The rights of termination established under this Agreement may be exercised with respect to this Agreement as a whole or in part with respect to one (1) or more facilities of the Customer covered under this Agreement. Termination of this Agreement with respect to any given covered facility will not be deemed to automatically terminate this Agreement with respect to any other facility.

(e) The Customer may terminate this Agreement for convenience and without penalty at any time upon 120 days' written notice. In such event, the Customer shall only be responsible for fees for periods during which Customer actually receives services pursuant to this Agreement. Any prepaid fees attributable to periods after termination of this Agreement will be refunded to Customer.

#### **7.4 Effect of Expiration or Termination.**

(a) Upon any expiration or termination of this Agreement, all applicable Licenses hereunder will expire. Upon expiration or termination of any individual Order Form, the License under such Order Form will expire. Upon any such expiration or termination, the Customer and its Authorized Users will immediately cease using the Portal and the Company will promptly terminate the Customer's access. The expiration or termination of any individual Order Form will not be deemed to automatically expire or terminate any other Order Form or this Agreement.

(b) Each Party shall return (or upon request destroy) all documents and tangible materials containing, reflecting, incorporating, or based on the Confidential Information of the other Party and reasonably available to such Party. In the event of termination by the Customer pursuant to Section 7.3(a) or Section 7.3(b) or termination by the Company pursuant to Section 7.3(c), the Customer shall be entitled to a pro rata refund of any pre-paid Subscription Fees.



**7.5 Survival.** Every provision of this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement, including provisions: (a) regarding each Party's treatment of Confidential Information; (b) regarding each Party's Intellectual Property Rights; (c) relating to the payment of Subscription Fees; (d) regarding indemnification obligations; (e) limiting or disclaiming a Party's liability; and (f) aiding in the interpretation of this Agreement.

## **8. Confidentiality.**

**8.1 Confidential Information.** Without limiting the rights and obligations of the Parties under any confidentiality or non-disclosure agreement now or hereinafter in place between the Company and the Customer, all of which shall continue in full force and effect until they expire or are terminated pursuant to their respective terms, each Party (the "**Recipient**") acknowledges that the other Party (the "**Discloser**") has business, technical, or financial information relating to the Discloser's business which it has disclosed or may disclose in connection with this Agreement that is either marked as confidential or proprietary or that, given the nature of the information or the circumstances of the disclosure, reasonably ought to be considered to be confidential ("**Confidential Information**"), which includes the terms and conditions of this Agreement. The Company's Confidential Information includes non-public information regarding features, functionality, pricing, and performance of the Portal and services provided through the Portal, as well as all non-public user-visible aspects of the Portal. The Customer's Confidential Information includes Customer Data.

**8.2 Non-Use.** The Recipient will take at least those measures that it takes to protect its own Confidential Information, but never less than a standard of reasonable care. The Recipient agrees: (a) not to use any Confidential Information of the Discloser for any purpose except to perform its obligations or to exercise its rights under this Agreement; and (b) not to disclose any Confidential Information of Recipient to Third Parties, except to the Recipient's own employees, officers, agents, contractors, or other representatives ("**Personnel**") who have a legitimate need to know such Confidential Information in order to perform work in connection with this Agreement and who are subject to written confidentiality obligations as least as protective as those of this Agreement. Notwithstanding the foregoing, the Recipient will be liable for any violation of this confidentiality agreement by any of its Personnel.

**8.3 Exceptions.** The Discloser agrees that these confidentiality obligations and restrictions on use will not apply to any information that the Recipient can document: (a) is or becomes generally available to the public through no action or inaction of the Recipient; (b) was in its possession or known by it prior to receipt from the Discloser; (c) was rightfully disclosed to it without restriction by a Third Party; or (d) was independently developed without use of or reference to any Confidential Information of the Discloser. Nothing in this Section 8 precludes either Party from disclosing the other Party's Confidential Information as required by Law, provided that the Recipient: (i) gives the Discloser prior written notice sufficient to permit the Discloser to contest the disclosure or seek a protective order (or other confidential treatment); and (ii) reasonably cooperates with the Discloser (at the Discloser's expense) in limiting the disclosure. In addition, a Party may disclose information concerning this Agreement and the transactions contemplated under this Agreement, including providing a copy of this Agreement, to potential acquirers, merger partners, investors, and their personnel, attorneys, auditors, and investment bankers (solely in connection with the due diligence review of such Party and provided that the recipients of the disclosures are subject to confidentiality obligations as least as protective as those in this Agreement).

**8.4 Return of Confidential Information.** Except with respect to Customer Data, the return of which is addressed in Section 8.5, promptly following the earlier of: (i) the expiration or termination of this Agreement; or (ii) the request of the Discloser, Recipient will return to the Discloser, or, at the Discloser's option, destroy all Confidential Information of the Discloser that are in written, electronic, or other tangible form, including all copies, extracts, and derivatives of such Confidential Information. In addition, upon the request of the Discloser,

the Recipient will certify to the Discloser in writing the Recipient's and its Personnel's compliance with its obligations pursuant to this Section 8.4.

**8.5 Return of Customer Data.** The Company will retain and, upon request, make available to the Customer any Customer Data stored on the Portal or within the Company's local environment/servers through the Company's data storage services, as applicable. Such obligations will expire thirty (30) days following the termination of this Agreement, unless a longer period is required to comply with applicable Law (such period, the "**Holding Period**"). Following the Holding Period, the Company may delete all Customer Data in its possession.

**8.6 Redundancy.** Notwithstanding the foregoing, the Recipient may retain Confidential Information: (a) contained in electronic archives and backups made in the ordinary course of business; (b) that such Party is required by applicable Law to maintain; or (c) that such Party reasonably determines necessary to demonstrate to the other Party or any governmental authority the Recipient's compliance with this Agreement or any applicable Law; provided that all such Confidential Information retained will remain subject to the protections set forth herein for so long as it remains in the Recipient's possession or control. At such time the Recipient's basis for retaining such information pursuant to subsection (b) and (c) ceases to exist, the Recipient shall return or destroy such information as set forth above.

## **9. Representations & Warranties.**

**9.1 Mutual Representations and Warranties.** Each party represents and warrants to the other party that:

(a) it is duly organized, validly existing, and in good standing as a corporation or other entity or governmental body or municipality under the Law of the jurisdiction of its incorporation or other organization or formation;

(b) it has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, consents, and authorizations it grants or is required to grant under this Agreement;

(c) the execution of this Agreement by its representative whose signature is set forth at the end of this Agreement has been duly authorized by all necessary corporate or organizational action of such party; and

(d) when executed and delivered by both parties, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

**9.2 Customer Representations and Warranties.** The Customer represents and warrants that: (a) the Customer owns or has a license to use and has obtained all consents and approvals necessary for the provision and use of all of Customer Data that is submitted to, uploaded to, placed on, transmitted through, or monitored by the Portal; and (b) the provision and use of Customer Data as contemplated by this Agreement does not and will not violate any privacy policy, terms of use, or other agreement to which the Customer is a party or any Law or regulation to which the Customer is subject.

**9.3 Company Representations and Warranties.** The Company represents and warrants that the Portal will perform substantially in conformance with its Documentation under normal use and circumstances.

**9.4 No Other Warranties.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PORTAL AND SERVICES PROVIDED THROUGH THE PORTAL ARE PROVIDED TO THE CUSTOMER ON AN "AS IS" AND "AS AVAILABLE" BASIS. OTHER THAN AS EXPRESSLY SET FORTH IN THIS

AGREEMENT, NONE OF THE COMPANY, ITS AFFILIATES, LICENSORS OR SUPPLIERS, NOR ITS OR THEIR RESPECTIVE SHAREHOLDERS, MEMBERS, OFFICERS, DIRECTORS, MANAGERS, AGENTS OR REPRESENTATIVES MAKE ANY EXPRESS OR IMPLIED WARRANTIES, CONDITIONS, OR REPRESENTATIONS TO THE CUSTOMER, OR ANY OTHER PERSON OR ENTITY, WITH RESPECT TO THE PORTAL OR OTHERWISE, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND THOSE ARISING FROM ANY COURSE OF DEALING OR USAGE OF TRADE, ANY WARRANTY THAT USE OF THE PORTAL WILL BE TIMELY, ERROR FREE OR UNINTERRUPTED, THAT ANY NON-MATERIAL ERRORS OR DEFECTS IN THE PORTAL WILL BE CORRECTED, THAT THE OPERATION OF THE PORTAL WILL BE SECURE, THAT THE PORTAL'S FUNCTIONALITY WILL MEET THE CUSTOMER'S OR ITS AUTHORIZED USERS' REQUIREMENTS, ALL OF WHICH ARE EXPRESSLY EXCLUDED AND DISCLAIMED.

## 10. Indemnification.

### 10.1 *Indemnification Obligations of Company.*

(a) The Company will defend, indemnify, and hold harmless the Customer and its respective directors, officers, managers, shareholders, members, employees, representatives, and agents (collectively, the "***Customer Indemnified Parties***") from and against any and all claims, losses, damages, suits, fees, judgments, compromises, or settlements, costs, and expenses ("***Losses***") to the extent based upon or arising from any claim by any Third Party (each a "***Third Party Claim***") alleging: (i) that the Portal or the Customer's or its Authorized Users' access to or use thereof as permitted under this Agreement infringes, misappropriates, or otherwise violates any Third Party Intellectual Property Rights; or (ii) a breach of the Company's confidentiality obligations under this Agreement.

(b) Such indemnity pursuant to Section 10.1(a)(i), however, is specifically exclusive of any such claims to the extent they arise or result, directly or indirectly, from the Customer's: (i) unauthorized alteration of the Portal; (ii) any use of the Portal by the Customer that violates any Law; or (iii) violations of Section 2. In order to resolve any such Third Party Claim relating to Section 10.1(a)(i), the Company may, but is not obligated to: (1) modify or replace the Portal to make it non-infringing; (2) procure any rights necessary to provide the License; or (3) replace the Portal with work product that is materially equal in capabilities, capacity, performance, and ease of use but is non-infringing. If none of the foregoing remedies is available to the Company on commercially reasonable terms, the Company may terminate this Agreement and the Company will refund to the Customer a prorated portion of any prepaid Fees allocable to the period after such termination. THIS SECTION 10.1 STATES THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, AND THE COMPANY'S SOLE AND EXCLUSIVE LIABILITY, REGARDING THE PORTAL'S INFRINGEMENT, MISAPPROPRIATION, OR VIOLATION OF ANY INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY.

10.2 *Indemnification Obligations of Customer.* ~~The~~ To the extent allowed by law, the Customer will defend, indemnify, and hold harmless the Company and its respective directors, officers, managers, shareholders, members, employees, licensors, representatives, and agents (the "***Company Indemnified Parties***") from and against any and all Losses to the extent based upon or arising from Third Party Claims alleging: (i) unlawful, negligent, or intentional (mis)conduct by the Customer ~~or its Authorized Users~~; (ii) a breach by the Customer ~~or its Authorized Users~~ of the obligations under Section 2 or Section 9.3; or (iii) that the Customer's ~~or its Authorized Users'~~ access to or use or handling of the Customer Data violates any Third Party Intellectual Property Rights or the Law. ~~The~~ To the extent allowed by law, the Customer will further defend, indemnify, and hold harmless the Company Indemnified Parties from and against all Losses to the extent based upon or arising from a claim by or on behalf of any Authorized User alleging that the Company's operation and monitoring of the

Portal or access to or use or handling of the Customer Data (in accordance with the terms of this Agreement and applicable Law) or the Customer's access to or use or handling of the Customer Data (in any manner) violates any rights of any Authorized Users (including any legal privileges (including attorney-client privilege)) or Section 4.7 (each an "*Authorized User Claim*").

**10.3 Procedure for Handling Indemnification Claims.** As a condition to a Party's obligations under Sections 10.1 or 10.2, the Party being indemnified (the "*Indemnified Party*") will provide the Party providing the indemnification (the "*Indemnifying Party*") with: (a) prompt written notice of the Third Party Claim or Authorized User Claim (each a "*Claim*"), as applicable (provided that the failure to provide such notice will not relieve the Indemnifying Party of its obligations unless such failure prejudices its ability to defend the Claim); (b) sole control of the defense and settlement of the Claim (except that the Indemnified Party's prior written approval will be required for any settlement that requires any action, inaction, or admission by the Indemnified Party, requires the payment of any amount that will not be fully satisfied by the Indemnifying Party or does not include a complete release of claims against the Indemnified Party, such approval not to be unreasonably withheld, conditioned, or delayed); and (c) cooperation as reasonably requested by the Indemnifying Party at the Indemnifying Party's expense in connection with the defense of the Claim. The Indemnified Party may participate in any indemnified matter with counsel of its choosing at its own expense.

## **11. Limitation of Liability.**

**11.1 Exclusions of Liability.** EXCEPT WITH RESPECT TO (A) BREACHES OF SECTION 2 OR 5.2; (B) BREACHES OF A PARTY'S CONFIDENTIALITY OBLIGATIONS HEREUNDER; OR (C) BREACHES OF SECTION 12.6, IN NO EVENT SHALL EITHER PARTY, ITS AFFILIATES, LICENSORS OR SUPPLIERS, OR ANY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES BE LIABLE TO THE OTHER PARTY, ~~OR ANY OTHER PERSON OR ENTITY~~ FOR LOSS PROFITS OR REVENUE, LOSS OF GOODWILL, BUSINESS OR OPPORTUNITY, OR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR ITS SUBJECT MATTER, WHETHER SUCH LIABILITY IS BASED ON ANY LEGAL OR EQUITABLE THEORY, INCLUDING CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

**11.2 Maximum Liability.** THE MAXIMUM AGGREGATE LIABILITY OF EACH PARTY FOR ALL CLAIMS UNDER, IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR ITS SUBJECT MATTER, WHETHER SUCH LIABILITY IS BASED ON ANY LEGAL OR EQUITABLE THEORY, INCLUDING CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, WILL NOT EXCEED THE FEES RECEIVED BY THE COMPANY FROM THE CUSTOMER IN THE TWENTY-FOUR (24) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS WILL NOT APPLY TO: (A) BREACHES OF SECTIONS 2, 5, OR 9.3; (B) THE CUSTOMER'S OBLIGATION TO PAY THE SUBSCRIPTION FEES; (C) INTENTIONAL MISCONDUCT OF A PARTY; (D) BREACH OF A PARTY'S CONFIDENTIALITY OBLIGATIONS HEREUNDER; OR (E) A PARTY'S INDEMNIFICATION OBLIGATIONS HEREUNDER.

## **12. Miscellaneous.**

**12.1 Further Assurances.** On a Party's reasonable request, the other Party shall, at such other Party's sole cost and expense, execute and deliver all such documents and instruments, and take all such further actions, necessary to give full effect to this Agreement.



**12.2 Relationship of the Parties.** The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

**12.3 Assignment.** The Customer may not assign this Agreement or any of its rights or obligations hereunder to any other Person without the prior written consent of the Company. The Company may assign this Agreement to any third party without the consent of or prior notice to the Customer; provided that the Company will endeavor to provide notice of any such assignment as soon as practicable. Any attempted assignment in violation hereof will be voidable at the sole discretion of the Company.

**12.4 No Third-Party Beneficiaries.** Except that the Indemnified Parties are intended third party beneficiaries of Section 10, this Agreement is for the sole benefit of the Parties and their respective permitted successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.

**12.5 Publicity.** The Customer expressly grants the Company the right to identify the Customer as its customer (or prior customer) on the Company's website and in its advertising and promotional materials.

**12.6 No Disparagement.** From and after the Effective Date, neither Party will, directly or indirectly, on its own behalf or on behalf of any other Person, publish, utter, broadcast or otherwise communicate any information, misinformation, comments, opinions, remarks or any other form of communication, whether oral, written, audio-visual – live or pre-recorded – regardless of its believed truth, to any person or entity, which is adverse to, reflects unfavorably upon or tends to disparage the other Party. The foregoing will not be deemed to restrict either Party from making any truthful statements in response to any applicable court order or other request for disclosure by any governmental agency with competent jurisdiction.

**12.7 Notices.** Except as otherwise expressly set forth in this Agreement, any notice, request, consent, claim, demand, waiver, or other communications under this Agreement have legal effect only if in writing and addressed to a Party as follows (or to such other address or such other person that such party may designate from time to time in accordance with this Section 12.7):

To Company:

Address: 12850 Hwy 9, Suite 600-235, Alpharetta, GA, 30004, USA

Email: [mikemanning@myjusticeportal.com](mailto:mikemanning@myjusticeportal.com)

Attention: Michael A. Manning

To Customer:

Address: -350 Georgia Avenue, Monroe, Georgia 30655

Email: [swhisnant@co.walton.ga.us](mailto:swhisnant@co.walton.ga.us)

Email: [swhisnant@co.walton.ga.us](mailto:swhisnant@co.walton.ga.us)

Attention: Scott Whisnant

Notices sent in accordance with this Section 12.7 will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by email, with confirmation of transmission, if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business

hours; and (d) on the third (3rd) day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.

**12.8 Interpretation.** For purposes of this Agreement: (a) the words “include”, “includes”, and “including” are deemed to be followed by the words “without limitation”; (b) the word “or” is not exclusive; (c) the words “herein”, “hereof”, “hereby”, “hereto”, and “hereunder” refer to this Agreement as a whole; (d) words denoting the singular have a comparable meaning when used in the plural, and *vice-versa*; and (e) words denoting any gender include all genders. Unless the context otherwise requires, references in this Agreement: (i) to sections, exhibits, attachments, and appendices mean the sections of, and exhibits, attachments, and appendices attached to, this Agreement; (ii) to an agreement, instrument or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (iii) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. The Parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted. The exhibits, schedules, attachments, and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

**12.9 Severability.** If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not impact any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

**12.10 Amendment and Modification.** No amendment to or modification of, or rescission, termination, or discharge of, this Agreement is effective unless it is in writing, identified as an amendment to, or rescission, termination, or discharge of, this Agreement and signed by an authorized representative of each Party.

**12.11 No Waiver.** No waiver by any Party of any of the provisions hereof is effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

**12.12 Force Majeure.** Neither Party will be liable for any failure or delay in the performance of any of their respective obligations (other than confidentiality obligations, payment obligations, and indemnification obligations) if prevented from doing so by a cause or causes beyond its reasonable control (a “*Force Majeure Event*”). Without limiting the generality of the foregoing, Force Majeure Events include fires, floods, terrorism, strikes, blackouts, war, restraints of government, utility or communications failures or interruptions, failures of Third Parties, and internet slow-downs or failures. The Parties will use reasonable efforts to mitigate the impact and duration of all Force Majeure Events.

**12.13 Special Terms for Governmental Entities.** If the Customer is a United States governmental entity, the Customer agrees that the Portal and the Documentation will be deemed “commercial computer software” and “commercial computer software documentation” pursuant to Defense Federal Acquisition Regulation Supplement, codified under Chapter 2 of Title 48, United States Code of Federal Regulations, Section 227.7202, and Federal Acquisition Regulation, codified in Title 48 of the United States Code of Federal

Regulations, Section 12.12. Any use, modification, reproduction, release, performance, display, or disclosure of the Portal or Documentation by the United States Government is governed solely by this Agreement and is prohibited except to the extent expressly permitted by this Agreement.

**12.14 Governing Law; Submission to Jurisdiction.** This Agreement is governed by and construed in accordance with the internal Law of the State of Georgia without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the Law of any jurisdiction other than those of the State of Georgia. Any legal suit, action, or proceeding arising out of, or related to, this Agreement or the licenses granted hereunder must be instituted exclusively in the ~~federal courts~~ Superior Court of the United States or the courts of the State of Walton County, Georgia, and each Party irrevocably submits to the exclusive jurisdiction of such ~~court~~ court in any such suit, action, or proceeding. ~~Service of process, summons, notice, or other document by mail to such Party's address set forth herein will be effective service of process for any suit, action, or other proceeding brought in any such court.~~

~~**12.15 Disputes; Arbitration.** Any Action arising out of or in connection with, or relating to, this Agreement or any breach or alleged breach hereof, upon the request of any Party involved, shall be submitted to, and settled by, arbitration, before one (1) arbitrator, by remote means if available, or if not available, in Atlanta, Georgia, in accordance with its then current general comprehensive Arbitration Rules and Procedures (available at <https://www.jamsadr.com/rules-comprehensive-arbitration/>). The arbitrator shall determine arbitrability. Each Party will bear their own fees and expenses with respect to any arbitration. The arbitrator shall apply the applicable substantive law in deciding the Actions at issue. Actions shall be governed by their applicable statute of limitations and failure to demand arbitration within the prescribed time period shall bar the Actions as provided by Law. The decision or award of the arbitrator shall be final and binding upon the Parties. In the event that any portion of this arbitration agreement is held to be invalid or unenforceable, any such provision shall be severed, and the remainder of this arbitration agreement will be given full force and effect. By signing this Agreement, each Party acknowledges and agrees that it has read this arbitration agreement carefully and is bound by it.~~

**12.16 WAIVER OF JURY TRIAL.** EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR ITS SUBJECT MATTER.

**12.17 Equitable Relief.** Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 5.2, Section 8 or Section 12.6 or, additionally in the case of the Customer, Section 2, would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. The Company may further install and utilize disabling devices to restrict access to the Portal. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

**12.18 Attorneys' Fees.** In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by either Party against the other Party arising out of or related to this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing Party.

**12.19 Entire Agreement.** This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. In the event of any conflict or inconsistency between the statements in this Agreement and those in any Order Form, this Agreement will control unless a

provision in the Order Form is expressly stated to supersede the body of this Agreement, in which case the Order Form will control, but only with respect to the subject matter of that Order Form.

**12.20 Counterparts; Electronic Delivery.** This Agreement may be executed in one or more counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by email, or other means of conventional electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

*[Signatures Appear on Following Page]*



IN WITNESS WHEREOF, the Company and the Customer have executed this My Justice Portal License Agreement intending to be bound as of the Effective Date.

**COMPANY:**

MY JUSTICE PORTAL LLC

**CUSTOMER:**

WALTON COUNTY

\_\_\_\_\_  
Name: Michael A. ManningTitle: CEO\_\_\_\_\_  
Name: \_\_\_\_\_Title: Authorized Contracting Officer

MY JUSTICE PORTAL LICENSE AGREEMENT  
(WALTON COUNTY)

**ORDER FORM NO. 1****MY JUSTICE PORTAL LICENSE AGREEMENT**

This Order Form No. 1 (this "**Order Form**") is entered into as of ~~August 1st, September 5, 2025~~, and issued under and pursuant to the terms of that certain My Justice Portal License Agreement dated as of ~~August 1st, September 5, 2025~~ (the "**Agreement**"), by and between My Justice Portal LLC, a Georgia limited liability company (the "**Company**"), and ~~Walton County, GA~~, Georgia (the "**Customer**"). All capitalized terms used but not defined herein shall have the meanings set forth in the Agreement.

By executing this Order Form, each Party acknowledges that it has reviewed the terms and conditions of the Agreement and agrees to be legally bound by the same in respect of this Order Form.

**Customer Contact****Name:****Email:****Phone:****Company Contact****Name:** Michael A. Manning**Email:** mikemanning@myjusticeportal.com**Phone:** 678-575-2522**Subscription****Subscription:** *My Justice Portal* (the "**Portal**")**Facility:** Walton County Jail.**Subscription Start Date:** ~~September 1st, 2025~~.**Subscription Term:** Three (3) years.**Total Subscription Fees:** ~~\$297,817~~, to be paid in annual installments, as set forth below.

**Subscription Fee (Year 1):** ~~\$72,000~~, due upon Subscription Start Date. **Includes a pro-rata discount of 4 months at no cost**

**Subscription Fee (Year 2):** ~~\$111,240~~, due September 1<sup>st</sup> 2026

**Subscription Fee (Year 3):** ~~\$114,577~~, due September 1<sup>st</sup> 2027

**Implementation & Training Fees:** ~~\$0~~, due upon execution, Net 30. **Includes a discount of \$20,000**

\*\*\*The Subscription Fees hereunder are based on an Average Daily Inmate Population ("**ADIP**") of **600** Inmates. In the event the ADIP of the Facility is more than ~~110%~~ of the ADIP stipulated above, as calculated on an annual basis upon each yearly anniversary of the Subscription Start Date, the Company

may increase the Annual Subscription Fees, on a go forward basis, by an amount proportional to the increase in the ADIP from the ADIP stipulated above. The amounts relating to such increase, if invoiced by the Company, will be due and payable, Net 30, even if such Annual Subscription Fees for such year have already been paid by the Customer. The Company may undertake such verification procedures as necessary in order to calculate the ADIP.

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#### **Additional Use Limitations**

The License granted under the Agreement, and provided pursuant to this Order Form, shall further extend to the following Authorized Users: (i) "contract attorneys" who have agreed to accept assignments by the Customer, or otherwise Walton County, to represent indigent inmates, solely with respect to the provision of Portal access to allow the contract attorney to provide legal services to such assigned indigent inmates, and (ii) Public Defender Offices, and such Public Defender Attorneys assigned to/working for such Public Defender Offices, in the legal representation of defendants being housed in the Walton County Jail. *As such, and for the avoidance of doubt, private attorneys, including "contract attorneys" when representing private inmate clients, shall not be considered Authorized Users, and thus the provision of Portal access shall not extend to private attorneys hereunder.*

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#### **Accessibility**

The Portal is accessible solely through those iPads/tablets ("**Tablets**") provided by Tech Friends Inc. ("**TechFriends**") to the Customer and its Authorized Users under separate agreement by and between the Customer and TechFriends. The Customer acknowledges that the Company is in no respects responsible for the performance of the Tablets provided by TechFriends or the use or misuse thereof by the Customer or its Authorized Users, whether or not in connection with the Portal. The Customer further acknowledges that the Company is not responsible for the hosting of the Portal on the Tablets or any network connectivity issues, or any lost, stolen, or damaged Tablets.

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#### **Additional Rights of Company**

None.

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#### **Additional Rights of Customer**

Customer may terminate this work order, without cause, at the end of the Year 1 Subscription Period. Such termination must be provided in writing during the last 30 days of the Year 1 Subscription Period.

[Signatures Appear on Following Page]

IN WITNESS WHEREOF, the Company and the Customer have executed this My Justice Portal License Agreement – Order Form No. 1 intending to be bound as of the Order Form Effective Date.

**COMPANY:**

MY JUSTICE PORTAL LLC

**CUSTOMER:**{WALTON COUNTY\_\_\_\_\_, GEORGIA\_\_\_\_\_  
Name: Michael A. Manning  
Thomson\_\_\_\_\_  
Title: CEO  
Chairman\_\_\_\_\_  
Name: \_\_\_\_\_ David G.\_\_\_\_\_  
Title: Authorized Contracting Officer

MY JUSTICE PORTAL LICENSE AGREEMENT  
(WALTON COUNTY)



## Walton County Department Agenda Request

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

Department Head/Representative: **Kim McCord**

Meeting Date Request: **09/02/2025**

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

If so, When?

TOPIC: **MedTrust, LLC dba MedHealth**

Wording For Agenda: **Agreement with MedHealth for New Jail**

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

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

Department Comments/Recommendation:

Additional Documentation Attached? **Copy of Agreement**

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

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

Date forwarded to County Attorney: **09/19/2025**

Has the County Attorney review been completed? **No, draft is currently being reviewed as of 08/25/2025 - Agreement subject to county attorney's final review and approval**

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:

## **HEALTH SERVICES AGREEMENT**

**THIS AGREEMENT** between the Sheriff of Walton County, Georgia in his official capacity (hereinafter referred to as the “Sheriff”), and MedTrust, LLC, a Texas corporation, doing business as MedHealth (hereinafter referred to as “MedHealth”), is entered into as of the date fully executed below. Services under this Agreement shall commence on the 15th day of September 2025, in accordance with Section 6.1, below.

### **WITNESSETH:**

WHEREAS, the Sheriff is charged by law with the responsibility for obtaining and providing reasonably necessary medical care for inmates or detainees (hereinafter collectively “inmates”) of the Walton County Jail (hereinafter called “Jail”) and,

WHEREAS, Sheriff desires to provide for health care to inmates in accordance with applicable law; and,

WHEREAS, the Sheriff, who is provided with funding as approved by the Walton County Board of Commissioners for the Jail, desires to enter into this Agreement with MedHealth to comply with his legal obligation to provide medical care to inmates, and,

WHEREAS, MedHealth is in the business of providing correctional health care services under contract and desires to provide such services to Sheriff under the express terms and conditions hereof.

NOW THEREFORE, in consideration of the mutual covenants and promises hereinafter made, the parties hereto agree as follows:

### **ARTICLE I: HEALTH CARE SERVICES.**

1.1 General Engagement. Sheriff hereby contracts with MedHealth to provide for and manage the delivery of constitutionally mandated and legally required medical, dental and mental health services (collectively referred to as “healthcare”) to inmates of Jail as set forth herein, including any incorporated attachments hereto. Such healthcare is to be delivered to individuals under the custody and control of Sheriff at the Jail, and MedHealth enters into this Agreement according to the terms and provisions hereof.

1.2 General Scope of Services. The responsibility of MedHealth for the healthcare of an inmate commences with the booking and physical placement of the inmate into the Jail and notification to a member of the MedHealth onsite medical staff of the new inmate. The healthcare services provided by MedHealth shall be for inmates committed to the custody of the Jail, except as provided in Section 1.7. MedHealth shall provide and/or arrange for professional medical, dental, mental health and related health care and administrative services for the inmates, regularly scheduled sick call, nursing care, regular prescriber (physician or midlevel) care, medical specialty services, emergency medical care, emergency ambulance services when medically necessary, medical records management, pharmacy services management, administrative support services, and other services, all as more specifically described herein.

MedHealth and the Sheriff shall be responsible for the costs of healthcare as set forth herein, including Attachment 1, MedHealth's proposal for Inmate Medical Services, incorporated herein by reference (the specific section in Attachment 1 is section 5 - Price Proposal). MedHealth agrees to comply with and perform all undertakings and representations set forth in said Attachment 1.

Should legislation enacted after the effective date of this Agreement or other regulatory requirements or legal decisions materially increase the healthcare services required to be provided to inmates, MedHealth shall provide said additional services but shall negotiate in good faith with the Sheriff a potential modification to the billing rate provided for herein to reflect said additional services.

1.3 Specialty Services. In addition to providing the general services described above, MedHealth shall arrange and/or provide to inmates specialty medical services to the extent such are determined to be medically necessary by MedHealth. In the event non-emergency specialty care is required and cannot be rendered at the Jail, MedHealth shall make arrangements with Sheriff for the transportation of the inmates in accordance with Section 1.9 of this Agreement. The Sheriff shall be responsible for the transportation and for any and all costs associated with this transportation. Payment for such specialty services shall be made by MedHealth as provided herein.

1.4 Emergency Services. MedHealth staff shall provide on-site emergency medical care, as medically necessary, to inmates, or arrange for emergency ambulance transportation of inmates for off-site care. The costs of emergency ambulance transportation shall be included in the Aggregate Cap (see section 1.5, below). Sheriff acknowledges that, whether or not an MedHealth staff member is available in the event of a serious medical emergency, Jail staff shall retain the right and ability to contact an ambulance provider directly for the transportation of an inmate for emergency medical services outside the Jail, or to arrange for the transport of an inmate for emergency medical services, and further that, in no event shall Jail staff be required to contact MedHealth medical staff prior to initiating life-saving measures, contacting the local 911 service or other third-party calling programs, or otherwise seeking the highest priority emergency medical attention, as reasonable and appropriate, for any inmate in need of immediate or emergent medical care.

1.5 Aggregate Cap ("Cap"). MedHealth shall arrange for constitutionally and legally required healthcare for any inmate who, in the opinion of MedHealth clinical staff requires such care. MedHealth's maximum liability for certain healthcare related costs during any twelve-month contract period is set forth in Attachment 1, section 5, Cost Proposal. If the Cap is depleted in any contract period, MedHealth will pay for the additional services and submit invoices for reimbursement of amounts incurred above the Cap limit. MedHealth shall provide supporting documentation for the payments and the Sheriff shall reimburse MedHealth for any amounts paid by MedHealth in excess of the applicable Cap. For all invoices payable to MedHealth as reimbursement for payments made in excess of the Cap, such amounts shall be payable by Sheriff within thirty days after receipt of MedHealth's invoice. MedHealth will allow a grace period of up to sixty days from the date of invoice, and will thereafter apply a late fee of two percent (2%) on the balance each month until MedHealth has been reimbursed in full. For purposes of this Section 1.5, the Cap amount will be prorated for any contract period of less or more than twelve months, unless the parties agree otherwise, in writing. The intent of this Section 1.5 is to clearly define MedHealth's maximum financial liability and limitation of costs. If the inmate daily population exceeds 700 for more than 30 consecutive days, the parties shall agree to an equitable increase to the Cap amount. The purpose of the Aggregate Cap is to provide a fund with which to pay

for off-site medical services to inmates such as hospitalization and specialist and other third party vendor/provider treatment, pharmacy expenses, and for equipment and supplies used to treat inmates costing more than \$200 per unit/item; it is not used to pay for the employees and independent contractors of MedHealth providing services hereunder to Walton County inmates on-site, either in person or remotely, since payment of the daily inmate rate provided for hereunder entitles Sheriff to the services of said providers without resort to the Aggregate Cap.

If MedHealth does not exhaust the Cap in any contract period, then subsequent to a final reconciliation to ensure all outstanding invoices have been properly submitted and paid, MedHealth will refund to Sheriff one hundred percent (100%) of the balance of unused Cap money for such Contract period. Sheriff acknowledges that at the end of each contract period, the Cap billing will remain open for approximately sixty days in order to allow reasonable time for processing of additional claims received after the new contract period begins and prior to issuing any such refund to Sheriff for unused Cap funds. Any additional Cap charges received subsequent to this cut-off date which are applicable to the prior contract period will either be rolled over into the Cap for the current contract period or be referred to Sheriff for payment directly to the provider of care.

To best manage taxpayer funds, regardless of whether the Cap has been exhausted or not, MedHealth will “scrub” (closely analyze) each third-party claim for payment, and dispute or challenge any inappropriate or inapplicable charges or amounts so that only reasonable (generally negotiated rates) amounts are paid for healthcare services provided by third-party vendors/providers.

1.6 Injuries Incurred Prior to Incarceration; Pregnancy. MedHealth shall not be financially responsible for the cost of any medical treatment or health care services provided to any inmate prior to the inmate's formal booking and physical commitment into the Jail.

MedHealth shall not be financially responsible for the cost of medical treatment or health care services provided outside the Jail to medically stabilize any individual with a life threatening injury or illness or in immediate need of emergency medical care prior to said individual being booked into the Walton County Jail, except to the extent that the Sheriff is legally required to provide for the medical care of such an individual, in which case MedHealth shall be obligated to provide such healthcare as such individual is legally entitled.

Once an inmate has been medically stabilized and physically committed to the Jail, MedHealth will then become responsible for providing and/or arranging for constitutionally and legally required, evidence-based healthcare services regardless of the nature of the illness or injury or whether or not the illness or injury occurred prior or subsequent to the individual's incarceration at the Jail. An inmate shall be considered medically stabilized when the patient's medical condition no longer requires immediate emergency medical care or outside hospitalization so that the inmate can reasonably be housed inside the Jail. MedHealth's financial responsibility for such healthcare services shall be in accordance with Attachment 1, incorporated into this Agreement.

It is expressly understood that MedHealth shall not be responsible for medical costs associated with the medical care of any infants born to inmates. MedHealth shall provide and/or arrange for healthcare services to inmates up to, through, and after the birth process, but health care services provided to an infant following birth, other than those services that may be delivered in the Jail prior to transport to a hospital, shall not be the financial responsibility of MedHealth. In



any event, MedHealth shall not be responsible for the costs associated with performing or furnishing of abortions of any kind.

1.7 Inmates Outside the Facilities. The health care services contracted are intended only for those inmates in the actual physical custody of the Jail and for inmates held under guard in outside hospitals or other medical facilities who remain in official custody of the Jail. Inmates held under guard in outside hospitals or other medical facilities are to be included in the Jail's daily population count. No other person(s), including those who are in other jails, or any outside hospital who are not under guard, shall be the responsibility of MedHealth, nor shall such person(s) be included in the daily population count.

Inmates on any sort of temporary release or escape, including, but not limited to inmates temporarily released for the purpose of attending funerals or other family emergencies, inmates on escape status, inmates on pass, parole or supervised custody who do not sleep in the Jail at night, shall not be included in the daily population count, and shall not be the responsibility of MedHealth with respect to the payment or the furnishing of their healthcare services. However, MedHealth shall be responsible for the healthcare of inmates serving on secured work details outside of the Walton County Jail, even for injuries occurring and illness acquired outside of the jail, provided such inmates return to sleep at the jail each night.

The costs of healthcare services rendered to inmates while on such temporary release or work-release shall not then become the financial responsibility of MedHealth. This relates solely to the costs associated with treatment of a particular illness or injury incurred by an inmate while on such temporary release; responsibility for medical treatment, and the costs incurred for such treatment, while an inmate is in jail shall be the responsibility of MedHealth, even for injuries or illnesses occurring off-site. In all cases, MedHealth shall be responsible for providing healthcare for any inmate who presents to medical staff on-site at the Jail to the extent such care can be reasonably provided on-site, or MedHealth shall assist with arrangements to obtain outside medical care as necessary, even if such injury or illness is suffered or acquired by the inmate off-site or prior to the inmate's arrival on-site. The costs of medical services associated with a particular illness or injury incurred by an inmate while on temporary release or work-release may be the personal responsibility of the inmate, or covered by workers' compensation, medical insurance, accident insurance, or other possible policy of insurance or source of payment for medical and hospital expenses. In the absence of adequate insurance coverage, or other source of payment for medical care expenses, such costs may, at the election of the Sheriff, be applied toward the annual Cap described in Section 1.5, above. Such costs shall not otherwise be the financial responsibility of MedHealth, except to the extent that the inmate presents at the jail with such injuries or illness, in which case MedHealth shall be responsible for treating the same on-site or arranging for off-site treatment pursuant to the terms hereof. Inmates shall not be responsible for the payment of their own healthcare costs to the extent that such a requirement would be prohibited by law.

Persons in the physical custody of other police or other penal jurisdictions at the request of Sheriff, by Court order or otherwise, are likewise excluded from the Jail's population count and are not the responsibility of MedHealth for the furnishing or payment of healthcare services.

However, the furnishing of or payment for the healthcare of persons in the physical custody of the Sheriff on behalf of other jurisdictions and agencies shall be the responsibility of MedHealth

and said individuals shall be included in the inmate count.

1.8 Elective Medical Care. MedHealth shall not be responsible for providing elective medical care to inmates, unless expressly requested by the Sheriff. For purposes of the Agreement, "elective medical care" means medical care which, if not provided, would not, in the opinion of a properly licensed MedHealth clinician, cause the inmate's health to deteriorate or cause definite harm to the inmate's well-being. Any referral of inmates for elective medical care must be approved by the Sheriff prior to provision of such services.

1.9 Transportation Services. To the extent any inmate requires off-site non-emergency healthcare treatment which MedHealth is obligated to arrange under this Agreement, Sheriff shall, upon prior request by MedHealth, its agents, employees or contractors, provide transportation as reasonably available.

1.10 Standard of Care. All healthcare services provided or furnished by MedHealth hereunder shall be provided or furnished in accordance with all applicable standards of medical care for such services.

## **ARTICLE II: PERSONNEL.**

2.1 Staffing. Sheriff and MedHealth acknowledge and agree that MedHealth shall provide on-site staffing consistent with Attachment 1. The parties also acknowledge there will be a sixty (60) day ramp up period starting October 1, 2025, during which staffing may fluctuate while current staff is evaluated, vacancies are filled and staff are properly trained. The parties also acknowledge that during approximately the three months following October 1, 2025, the Sheriff will be housing inmates at both the newly opened jail facility as well as the prior existing jail facility; the healthcare of all of said inmates shall be the responsibility of MedHealth in accordance with this Agreement.

a. Holidays. Sheriff acknowledges that MedHealth will provide medical staff, excluding the Health Services Administrator, for coverage on MedHealth-designated holidays (MedHealth observes 6 holidays); however, the HSA or an equally qualified MedHealth team member will be on call for this period.

b. Absences/Vacancies. After the above 60 day ramp up period, for any staffing absence/vacancies, including but not limited to, paid time off, vacation, and sick time, MedHealth will backfill those positions, although for last minute call offs MedHealth shall endeavor to provide replacement coverage. MedHealth will refund the Sheriff the cost of the staffing hours not filled on the next month's base fee billing. At all times MedHealth shall be responsible for providing the level of healthcare services, and appropriate staffing for the same, as is required by law and by Attachment 1 hereto.

It is understood the Professional Provider may be filled by a Physician, or Midlevel Practitioner. Either will be duly licensed to practice medicine in the State of Georgia, and will be available to MedHealth's nursing staff for consultation and direction twenty-four (24) hours per day, seven (7) days per week. Any Midlevel Practitioner serving as a Professional Provider shall be appropriately supervised by a Physician, to the extent required by law or the applicable standard of care.

The scheduling of staff shifts may be flexible and adjusted by MedHealth in order to maintain stability of the program and consistency with staff. Prescriber times and dates may include period telehealth services, depending on inmate need. Some of the prescriber time may be used for phone consults with medical staff and for other administrative duties.

MedHealth shall make reasonable efforts to supply the staffing levels contained in Attachment 1; however, failure to continuously supply all of the required staffing due to labor market demands or other factors outside the control of MedHealth, after such reasonable efforts have been made, shall not constitute a breach of this Agreement.

Based on actual staffing needs as affected by medical emergencies, riots, increased or decreased inmate population, and other unforeseen circumstances, certain increases or decreases in staffing will be adjusted by MedHealth. If the staffing exceeds 550 ADP, additional staffing hours may be required to ensure proper care. If MedHealth believes there is a need for additional staffing hours, the parties shall meet to discuss and mutually develop a solution.

Should healthcare services fall behind due to situations outside of MedHealth control, such as those described in Section 4.3, below, and additional hours and/or MedHealth staff are required to bring services current, the Sheriff shall be notified, and if approved by the Sheriff, MedHealth will bill for the additional time incurred by MedHealth to bring services current.

2.2 Licensure, Certification and Registration of Personnel. All personnel provided or made available by MedHealth to render services hereunder shall be licensed, certified, registered or degreed, as appropriate, in their respective areas of expertise as required by applicable Georgia law. MedHealth shall be responsible for verifying licensure requirements and qualifications, and Sheriff shall be responsible for timely background checks and clearance checks upon request by MedHealth.

2.3 Sheriff's Satisfaction with Health Care Personnel. MedHealth shall have the sole discretion and authority in all of its personnel hiring decisions; however, as an effort to be a good partner to the Sheriff, the Sheriff may interview and provide input on any candidate in advance of MedHealth making an offer of employment. To avoid a possible joint employer claim, in no event shall the Walton County or the Sheriff retain the right to hire and fire MedHealth personnel. MedHealth shall retain control over and have the final authority concerning the staffing of its health care personnel. If Sheriff becomes dissatisfied with any health care personnel provided by MedHealth hereunder, or by any independent contractor, subcontractors or assignee of MedHealth, MedHealth, in recognition of the sensitive nature of correctional services, shall, following receipt of written notice from the Sheriff of the grounds for such dissatisfaction and in consideration of the reasons therefor, exercise its best efforts to resolve the problem. If the problem is not resolved satisfactorily to the Sheriff, MedHealth may remove or may cause any independent contractor, subcontractor, or assignee to remove the individual about whom Sheriff has expressed dissatisfaction. Should removal of an individual become necessary, MedHealth will be allowed reasonable time, prior to removal, to find an acceptable replacement, without penalty or any prejudice to the interests of MedHealth or the Sheriff.

2.4 Use of Inmates in the Provision of Health Care Services. Inmates shall not be employed or otherwise engaged by either MedHealth or the Sheriff in the direct rendering of any health care

services.

2.5 Subcontracting and Delegation. In order to discharge its obligations hereunder, MedHealth will engage certain health care professionals as independent contractors rather than as employees. Sheriff consents to such subcontracting or delegation. As the relationship between MedHealth and these health care professionals will be that of independent contractor, MedHealth will not be considered or deemed to be engaged in the practice of medicine or other professions practiced by these professionals. MedHealth will not exercise control over the manner or means by which these independent contractors perform their professional medical duties. However, MedHealth shall exercise administrative supervision over such professionals necessary to ensure the strict fulfillment of the obligations contained in this Agreement. For each agent and subcontractor, including all medical professionals, physicians, dentists and nurses performing duties as agents or independent contractors of MedHealth under this Agreement, MedHealth shall provide Sheriff proof, if requested, that there is in effect a professional liability or medical malpractice insurance policy; the Sheriff and Walton County shall be named as additional insureds under any such policies.

2.6 Discrimination. During the performance of this Agreement, MedHealth, its employees, agents, subcontractors, and assignees agree as follows:

- a. Not to unlawfully discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.
- b. In all solicitations or advertisements for employees, MedHealth will state that it is an equal opportunity employer, to the extent that such a statement is required by law.
- c. Notices, advertisements and solicitations placed in accordance with federal and state law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

2.7 Training of Personnel. MedHealth will offer training courses for Walton County Sheriff's Office staff from time to time on a variety of topics, at no cost to the Sheriff. Such training courses shall be scheduled with the Sheriff at a mutually agreed upon time and location. It is hereby acknowledged by the parties that any such training would be supplemental to any training required by the State or any other governmental body for correctional officers. The Sheriff recognizes and acknowledges that the Sheriff shall be responsible for training of its own employees and agents.

MedHealth recognizes that certain training of MedHealth medical staff may need to be accomplished by the Sheriff for the purposes of inmate interaction, and as may be required by statute, regulation and/or law. MedHealth may require reimbursement of these training period hours if they are over and above the contracted on-site hours as agreed upon within this Agreement.

2.8 MedHealth and any of its subcontractors and providers shall execute an E-Verify compliance affidavit in the form required by law.



### **ARTICLE III: REPORTS AND RECORDS**

3.1 Medical Records. Sheriff acknowledges that MedHealth's responsibility for all inmate medical records shall commence on the effective date of this Agreement, and that the responsibility for all inmate medical records prior to the effective date of this Agreement shall rest solely with the Sheriff. Nothing in this Agreement shall be interpreted to impose responsibility on MedHealth for inmate medical records prior to the effective date of this Agreement. Sheriff does further acknowledge that MedHealth will assist Sheriff with the fulfillment of requests for production of medical records for those medical services provided prior to the effective date of this Agreement, and by doing so does not assume any responsibility for such records. It is mutually understood by both parties that, during the term of this Agreement, MedHealth shall serve as the Records Custodian for inmate medical records, in accordance with all applicable laws.

Commencing on the effective date of this Agreement, MedHealth shall cause and require to be maintained a complete and accurate medical record for each inmate who has received health care services from MedHealth. Each medical record will be maintained in accordance with applicable laws and Walton County Sheriff's Office policies and procedures. The medical records shall be kept separate from the inmate's confinement record. A complete legible copy of the applicable medical record shall be available to Sheriff as custodian of the person of the patient. Medical records shall be kept confidential in accordance with applicable laws and regulations. Subject to applicable law regarding confidentiality of such records, MedHealth shall comply with Georgia law and Sheriff's policy with regard to access by inmates and Jail staff to medical records. No information contained in the medical records shall be released by MedHealth except as authorized by the Walton County Sheriff in accordance with by Walton County Sheriff's Office policy and procedures, by a court order, or otherwise in accordance with the applicable law. Upon the termination of this Agreement, all Walton County inmate medical records shall be delivered to and remain with Sheriff.

3.2 Regular Reports by MedHealth. Upon request, MedHealth shall provide Sheriff or County, on a date and in a form mutually acceptable, reports relating to services rendered under this Agreement.

3.3 Inmate Information. Subject to the applicable Georgia law, in order to assist MedHealth in providing the best possible health care services to inmates, Sheriff will provide MedHealth with information pertaining to inmates that MedHealth and Sheriff mutually identify as reasonable and necessary for MedHealth to adequately perform its obligations hereunder.

3.4 MedHealth Records Available with Limitations on Disclosure. MedHealth shall make available to Sheriff at Sheriff's request, records, documents and other papers relating to the direct delivery of health care services to inmates hereunder. Sheriff understands that written operating policies and procedures employed by MedHealth in the performance of its obligations hereunder are proprietary in nature and shall remain the property of MedHealth and shall not be disclosed without written consent, except as required by law. Information concerning such may not, at any time, be used, distributed, copied or otherwise utilized by Sheriff, except in connection with the delivery of healthcare services hereunder, or as permitted or required by law, unless such disclosure is approved in advance writing by MedHealth. Proprietary information developed by MedHealth shall remain the

property of MedHealth.

3.5 Records Available with Limitations on Disclosure. During the term of this Agreement and for a reasonable time thereafter, Sheriff shall provide MedHealth, at MedHealth's request, access to patient records and other applicable records relating to the provision of health care services to inmates as may be reasonably requested by MedHealth or as are pertinent to the investigation or defense of any claim related to MedHealth's conduct. Consistent with applicable law, Sheriff will make available to MedHealth such inmate medical records as are maintained by Sheriff and County, hospitals and other outside health care providers involved in the care or treatment of inmates (to the extent Sheriff has any control over those records) as MedHealth may reasonably request. Any such information provided by Sheriff to MedHealth that Sheriff considers to be confidential shall be kept confidential by MedHealth and shall not, except as may be required by law, be distributed to any third party without the prior written approval of Sheriff.

#### **ARTICLE IV: SECURITY**

4.1 General. MedHealth and Sheriff understand that adequate security services are essential and necessary for the safety of the agents, employees and subcontractors of MedHealth, as well as for the security of inmates, Sheriff's staff, consistent with the correctional setting. Sheriff will take all reasonable steps to provide sufficient security to enable MedHealth to safely and adequately provide the healthcare services described in this Agreement. It is expressly understood by Sheriff and MedHealth that the provision of reasonable security and safety for the MedHealth personnel is a continuing precondition of MedHealth's obligation to provide its services in a routine, timely, and proper fashion, to the extent that if, in MedHealth's reasonable discretion, the safety and security of MedHealth personnel are compromised by conditions at the jail, MedHealth may exercise its right to terminate services, in accordance with the provisions of Section No. 6.2 of this Agreement.

4.2 Loss of Equipment and Supplies. MedHealth shall be liable for loss of or damage to equipment and supplies of Sheriff in the event such loss or damage was caused by or as a result of the negligence of MedHealth or its employees. To the extent allowed by law, Sheriff shall be liable for loss of or damage to equipment and supplies of MedHealth in the event such loss or damage was caused by or as a result of the negligence of the Sheriff or employees thereof.

4.3 Officer Staffing Levels. It is understood MedHealth staff are given clearance to work and perform medical functions within the Jail. Should staffing levels of the correctional staff fall below an acceptable standard such that the MedHealth medical staff is unable to complete such services in a timely manner, then, to the extent allowed by law, Sheriff shall be responsible for the consequences of the same, for any resulting noncompliance with County, State, or Federal entity requirements or regulations, including, but not limited to, any resulting failed inspection and/or audit by a County, State or Federal entity. MedHealth staff shall document and promptly report such issues of backlogs created by inadequate staffing levels to the Jail Administrator. The County shall, upon notification by MedHealth, make every effort to bring jail staffing levels back up to standard within a reasonable period of time.

## **ARTICLE V: OFFICE SPACE, EQUIPMENT, INVENTORY AND SUPPLIES**

5.1 General. Sheriff agrees to provide MedHealth with reasonable and adequate office and medical space, facilities, equipment (except equipment MedHealth provides as set forth in Attachment 1), telephone and telephone line and utilities and Sheriff will provide necessary maintenance and housekeeping of the office and medical space and facilities (including incidentals such as tissue and hand towels).

5.2 Delivery of Possession. Sheriff or County will provide to MedHealth, beginning on the date of commencement of this Agreement, possession and control of all jail medical and office equipment at the Jail's healthcare unit. At the termination of this or any subsequent Agreement, MedHealth will return possession and control of all such medical and office equipment, in working order, reasonable wear and tear excepted, which were in place at the Jail's healthcare unit prior to the commencement of services under this Agreement or purchased by the Sheriff or by Walton County during the term of this Agreement and any extensions/renewals.

5.3 Maintenance and Replenishment of Equipment. Except for the equipment and instruments owned by Sheriff or Walton County, any equipment or instruments required by MedHealth during the term of this Agreement may be purchased by MedHealth as set forth in Attachment 1. At the end of this Agreement, or upon termination, any equipment purchased with Cap funds shall be the Sheriff's property. Any equipment purchased with MedHealth funds shall remain MedHealth's property.

5.4 Infection Control PPE. MedHealth and Sheriff understand that adequate infection control personal protective equipment ("PPE") is essential and necessary for the health and safety of the agents, employees and subcontractors of MedHealth as well as for the health and safety of inmates and Sheriff's staff, consistent with the correctional setting. Sheriff shall be financially responsible for the reasonable costs associated with providing sufficient infection control PPE for all staff working in the jail in compliance with regular Sheriff's Office, County, State or Federal entity requirements or regulations. In the alternative, with the Sheriff's consent, MedHealth can purchase PPE and apply associated costs to the Cap.

## **ARTICLE VI: TERM AND TERMINATION OF AGREEMENT**

6.1 Term. This Agreement shall commence on September 15, 2025 at a time mutually agreed upon. The initial term of this Agreement shall end on June 30, 2026, and this Agreement may thereafter extend by mutual agreement for additional one-year terms, subject to the Sheriff's funding availability. MedHealth shall inform the County of any increase required for extension (e.g., COLA, malpractice increases...) no less than 180 days prior to the end of the then current contract term.

6.2 Termination. This Agreement, or any extension thereof, may be terminated as otherwise provided in this Agreement or as follows:

- a. Termination by agreement. In the event that each party mutually agrees in writing, this Agreement may be terminated on the terms and date stipulated therein.

b. Sheriff may terminate this Agreement with or without cause at any time. If not for cause, County shall pay MedHealth the actual amount due to MedHealth hereunder for services rendered by MedHealth as of the date of such termination.

c. Termination for Cause. MedHealth shall have the right to terminate this Agreement for Cause, which may be effected as set forth below after establishing the facts warranting the termination, and without any further obligation to Sheriff, by giving written notice and a statement of reasons to the Sheriff that:

(i) the safety and security of MedHealth personnel is determined by MedHealth, in its reasonable discretion, to be compromised, either as a direct, or indirect, result of Sheriff's failure to provide adequate security, the provision of which is a continuing precondition of MedHealth's obligation to perform work under this Agreement; upon such a determination by MedHealth, MedHealth shall immediately notify Sheriff of such determination and provide Sheriff with a reasonable amount of time, not to exceed 30 days, in which to correct such failure. Should Sheriff fail to correct such security failure within such time frame, then MedHealth may terminate this Agreement.

(ii) Sheriff has failed to compensate MedHealth for the amounts or fees due, either in whole or in part, under this Agreement, and shall fail to cure said failure upon thirty (30) days written notice.

Upon such a termination for Cause, Sheriff acknowledges that, MedHealth shall be entitled to all compensation fees and charges due for services rendered hereunder, without penalty or liability to MedHealth, up through and including the last day of services, and further that, Sheriff shall be obligated to compensate MedHealth accordingly for such services, consistent with the terms hereof. MedHealth shall take all reasonable actions to cooperate with Sheriff such that the healthcare of the inmates at the jail is not compromised as the result of such termination and that the responsibility for such healthcare services is transitioned to a different provider selected by Sheriff.

d. Termination or non-renewal by Cancellation. This Agreement may be canceled or non-renewed without cause by either party upon sixty (60) days prior written notice in accordance with Section 9.3 of this Agreement.

e. Annual Appropriations and Funding. This Agreement shall be subject to the annual appropriation of funds. Notwithstanding any provision herein to the contrary, in the event funds are not appropriated for this Agreement, Sheriff shall be entitled to immediately terminate this Agreement, without penalty or liability, except for the payment of all contractual fees due under this Agreement through and including the last day of service.

6.3 Responsibility for Inmate Healthcare. Upon termination of this Agreement, all responsibility for providing healthcare services to any and all inmates will be transferred from MedHealth to Sheriff or his designee.



## **ARTICLE VII: COMPENSATION**

7.1 Base Compensation. The Sheriff will compensate MedHealth \$27.48 per inmate per day. The daily inmate count shall be provided to MedHealth by the Sheriff. MedHealth will bill the Sheriff by the 15<sup>th</sup> of the following month. Sheriff agrees to pay MedHealth within 30 days of receipt of the MedHealth invoice. MedHealth's invoice will also contain details of Cap expenditures and any other reimbursable expenses along with supporting documentation. If the County fails to pay MedHealth within 30 days of receipt of the invoice, MedHealth may assess interest at the legal limit on all past due amounts.

7.2 Increases in Inmate Population. Sheriff and MedHealth agree that the compensation provided for herein is calculated based upon an average daily inmate population of up to 550. If the average daily inmate population exceeds 550 inmates for any given month, then MedHealth shall determine if additional staffing hours are needed to ensure delivery of proper medical care to the increased population. If additional staffing hours are believed to be required, the parties shall promptly meet to mutually agree on a remedy that allows for the proper delivery of patient care. If the inmate population exceeds 550 for 60 consecutive days, the parties shall meet to discuss a possible adjustment to the Cap amount. Sheriff does not guarantee MedHealth any minimum number of inmates at the jail.

7.3 Future Years' Compensation. The amount of compensation to MedHealth for each subsequent contract term shall be mutually agreed upon by the parties hereto.

7.4 Inmates from Other Jurisdictions. Healthcare rendered within the Jail to inmates from jurisdictions outside Walton County and agencies other than the Walton County Sheriff's Office, and housed in the Jail pursuant to written contracts between County and such other jurisdictions and agencies or pursuant to law will be the responsibility of MedHealth, subject to this Agreement. Sheriff shall be financially responsible for the cost of specialized medical equipment and supplies for inmates being held on behalf of jurisdictions outside of Walton County in the event of a refusal to pay on the part of the jurisdictions for which such inmates are being held.

7.5 Responsibility For Work Release Inmates. MedHealth, Sheriff and County agree that notwithstanding any other provisions of this Agreement to the contrary, inmates assigned to work release, including work for Walton County agencies, are themselves personally responsible for the costs of any medical services performed by providers other than MedHealth, when the illness or injury is caused by and results directly or indirectly from the work being performed, or when such illness or injury is treated while the inmate is on work release. The costs of medical services associated with a particular illness or injury incurred by an inmate while on work-release may be covered by workers' compensation, medical insurance, accident insurance, or any other policy of insurance or source of payment for medical and hospital expenses, but such costs shall not otherwise be the financial responsibility of MedHealth. In all cases, MedHealth shall be responsible for providing healthcare for any Inmate who presents to medical staff on-site in the Jail.

7.6 Cooperation in the Recovery of Funds. To the extent that the Sheriff seeks to recover the cost of medical care for an inmate from an insurance policy, medicare, medicaid, the inmate, or any third party, MedHealth shall provide the Sheriff with such assistance as is requested by the Sheriff in recovering said funds.

## **ARTICLE VIII: LIABILITY AND RISK MANAGEMENT**

8.1 Insurance. At all times during this Agreement, MedHealth shall maintain professional liability insurance covering MedHealth for its work under this agreement, its employees and its officers in the minimum amount of at least one million dollars (\$1,000,000 .00) per occurrence and three million dollars (\$3,000,000.00) in the aggregate. MedHealth shall provide the Sheriff with a Certificate of Insurance evidencing such coverage and shall have Sheriff and Walton County named as an additional insureds. In the event of any expiration, termination or modification of coverage, MedHealth will notify the Sheriff and Walton County in writing. Certificates of insurance shall provide that the insurance coverage(s) referenced therein shall not be cancelled or reduced without the Sheriff and Walton County having first been provided thirty (30) days advanced written notice.

8.2 Lawsuits Against Sheriff or Walton County. In the event that any lawsuit (whether frivolous or otherwise) is filed against the Sheriff or Walton County, Walton County's elected officials, or either of their employees or agents based on or containing any allegations concerning MedHealth's services under this agreement and the performance of MedHealth's employees, agents, subcontractors or assignees, the parties agree that MedHealth, its employees, agents, subcontractors, assignees or independent contractors, as the case may be, may: (a) be joined as parties defendant in any such lawsuit; (b) have cross claims asserted against them by Sheriff and/or Walton County; and (c) be joined by Walton County and/or the Sheriff as third party defendants. MedHealth and its employees, agents, subcontractors, and assignees shall be responsible for their own defense and any judgments rendered against them in a court of law, except for defense costs and judgments that directly result from the acts or omissions of the Sheriff, Walton County or either of their employees or agents thereof.

Nothing herein shall prohibit any of the parties to this Agreement from joining the remaining parties hereto as defendants in lawsuits filed by third parties.

8.3 Hold Harmless. MedHealth agrees to indemnify and hold harmless the Sheriff and Walton County, their agents and employees, and Walton County's board of commissioners from and against any and all claims, actions, lawsuits, damages, judgments or liabilities of any kind to the extent such arise out of MedHealth's services set forth herein. This duty to indemnify shall include all related attorneys' fees and litigation costs and expenses. Walton County and Sheriff shall promptly notify MedHealth of any incident, claim, demand, or lawsuit of which Walton County or Sheriff becomes aware and shall fully cooperate in the defense of such claim, but MedHealth shall retain sole control of the defense while the action is pending, to the extent allowed by law. In no event shall this agreement to indemnify be construed to require MedHealth to indemnify the Sheriff or Walton County, from their own actions or inactions.

## **ARTICLE IX: MISCELLANEOUS**

9.1 Independent Contractor Status. The parties acknowledge that MedHealth is an independent contractor engaged to provide and manage healthcare to inmates at the Jail under the direction of MedHealth management. Nothing in this Agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, or a joint venture relationship between the parties.

9.2 Assignment and Subcontracting. MedHealth shall not assign this Agreement without the consent of County, which consent shall not be unreasonably withheld.

9.3 Notice. Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand or delivered by certified mail or registered first-class mail (return receipt requested, postage prepaid) or by Federal Express, UPS or other reputable overnight courier service (with signed delivery confirmation), or transmitted by electronic mail transmission, including PDF (with delivery and read receipt confirmation), and addressed to the appropriate party(s) at the following address or regularly-monitored electronic mail address of such party, or to any other person at any other address or regularly monitored electronic mail address as may be designated in accordance with this section in writing by the parties:

**IF TO THE WALTON COUNTY SHERIFF:**

Keith Brooks  
Walton County Sheriff  
350 Georgia Avenue  
Monroe, Georgia 30655  
Email: [kbrooks@co.walton.ga.us](mailto:kbrooks@co.walton.ga.us)

Cc: Walton County, Georgia  
Attn: David Thompson, Chairman  
Walton County Board of Commissioners  
303 S. Hammond Drive, Suite 330  
Monroe, Georgia 30655  
Email: [davidg.thompson@co.walton.ga.us](mailto:davidg.thompson@co.walton.ga.us)

**IF TO MEDTRUST:**

MedTrust, LLC dba MedHealth  
NW Expressway, Suite 850  
Oklahoma City, OK 73118  
Attn: Ken Palombo, COO  
Email: [ken@mymedtrust.com](mailto:ken@mymedtrust.com)

Cc: MedTrust, LLC dba MedHealth  
NW Expressway, Suite 850  
Oklahoma City, OK 73118  
Attn: Keren McLendon  
Email: [keren@mymedtrust.com](mailto:keren@mymedtrust.com)

Notices shall be effective upon receipt or refusal by the recipient regardless of the form used.

9.4 Governing Law and Disputes. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Georgia, not including Georgia choice of law provisions, except as specifically noted. Disputes between the Parties shall first be formally mediated by a third party or entity agreeable to the Parties, in which case the Parties shall engage in good faith attempts to resolve any such dispute with the Mediator before any claim or suit arising out of this Agreement may be filed in a court of competent jurisdiction. Exclusive venue for any action between the parties hereto shall be in the Superior Court of Walton County, Georgia.

9.5 Entire Agreement. This Agreement, including Attachment 1 constitutes the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with the subject matter hereof. No modifications or amendment to this Agreement shall be binding upon the parties unless

the same is in writing and signed by the respective parties hereto. All prior negotiations, agreements and understandings with respect to the subject matter of this Agreement are superseded hereby.

9.6 Amendment. This Agreement may be extended, amended or revised only in a writing signed by all parties hereto.

9.7 Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

9.8 Other Contracts and Third-Party Beneficiaries. The parties agree that they have not entered into this Agreement for the benefit of any third person or persons, and it is their express intention that the Agreement is intended to be for their respective benefit only and not for the benefit of others who might otherwise be deemed to constitute third-party beneficiaries hereof.

9.9 Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement which shall remain in full force and effect and enforceable in accordance with its terms.

9.10 Liaison. The Walton County Sheriff or his designee shall serve as the liaison with MedHealth.

9.11 Cooperation. On and after the date of this Agreement, each party shall, at the request of the other, make, execute and deliver or obtain and deliver all instruments and documents and shall do or cause to be done all such other things which either party may reasonably require to effectuate the provisions and intentions of this Agreement.

9.12 Time of Essence. Time is and shall be of the essence of this Agreement.

9.13 Authority. The parties signing this Agreement hereby represent that they have the authority to bind the entity on whose behalf they are signing.

9.14 Binding Effect. This Agreement shall be binding upon the parties hereto, their heirs, administrators, executors, successors and assigns.

9.15 Cumulative Powers. Except as expressly limited by the terms of this Agreement, all rights, powers and privileges conferred hereunder shall be cumulative and not restrictive of those provided at law or in equity.

9.16 Headings. Section headings herein are provided for convenience only and are not intended to constitute substantive provisions of this Agreement.

9.17 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original, but all of which shall constitute one in the same document.

(Signatures appear on following pages)



IN WITNESS WHEREOF, the parties have executed this Agreement in their official capacities with legal authority to do so.

**WALTON COUNTY SHERIFF**

Name: Keith Brooks, in his official capacity

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

Title: Walton County, Sheriff

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

**CONSENTED TO BY:**

**WALTON COUNTY, GEORGIA**

**BY:** David Thompson, Chairman, in his official capacity

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

**Title:** Chairman, Walton County Board of Commissioners

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

**MEDHEALTH, LLC D/B/A MEDHEALTH**

Name \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

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

**Attachment 1**

## Walton County Department Agenda Request

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

Department Head/Representative: **Kim McCord**

Meeting Date Request: **09/02/2025**

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

If so, When?

TOPIC: **Summit Food Service, LLC**

Wording For Agenda: **Agreement with Summit Food Service, LLC for New Jail**

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

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

Department Comments/Recommendation:

Additional Documentation Attached? **Copy of Agreement**

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

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

Date forwarded to County Attorney: **07/23/2025**

Has the County Attorney review been completed? **No, agreement is currently being reviewed as of 08/25/2025 by Summit's Legal team - Agreement subject to county attorney's final review and approval**

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:



## FOOD SERVICE AGREEMENT

This Food Service Agreement is made and entered into by and between Walton County Public Safety Complex, a Georgia government entity, ("Client"), and Summit Food Service, LLC, a New Mexico Limited Liability Company, ("Company") (collectively "the Parties").

### 1. TERM AND INTENT

- 1.1 Client grants Company the exclusive right to provide Food Service, to operate the Food Service Facilities, and to provide to Client, employees, guests, and other persons at the Premises such Food Service and Products.
- 1.2 This Agreement shall commence on October 1, 2025 (the "Commencement Date") or sooner if mutually agreed upon in writing by both Parties. The Agreement will remain in effect through September 30, 2030. The Agreement shall automatically renew for four additional one-year periods, unless either party provides written notice of termination to the other party at least sixty (60) days prior to the expiration date or unless this Agreement is otherwise terminated as set forth herein.

### 2. DEFINITIONS

- 2.1. Accounting Period. Company's accounting calendar is based on an accounting cycle consisting of three (3) rotational periods of four (4) weeks, four (4) weeks, five (5) weeks.
- 2.2. Agreement. In order of precedence: (i) this Food Service Agreement, Exhibits and Schedules, as amended and, where specifically included by reference, (ii) the Company's Proposal and (iii) the Solicitation.
- 2.3. Food Preparation Equipment. Equipment or appliances reasonably necessary for Food Service including, without limitation, stove, oven, sink, refrigerator, microwave, mixer, steamer, slicer, freezer, and fire extinguishing equipment that is in good condition and of a commercial grade.
- 2.4. Food Service. Operations and Products to be provided by Company in accordance with this Agreement related to the preparation, service and sale of food, beverages, goods, merchandise, and other items at the Premises.
- 2.5. Food Service Facilities. Space for Company to prepare and perform Food Service at the Premises including, without limitation, kitchen, dining, service, office, and storage areas.
- 2.6. Governmental Rule. Any statute, law, rule, regulation, ordinance, or code of any governmental entity (whether federal, state, local or otherwise).
- 2.7. Office Equipment. All office items reasonably necessary for Company staff to perform office-related functions at the Premises including, without limitation, furniture (e.g. desk, chair, file cabinet), equipment (e.g. computer, phone, data/high speed internet lines), parking spaces, and locker/break room facilities.
- 2.8. PCI Standards. All rules, regulations, standards, or guidelines adopted or required by the Payment Card Industry Security Standards Council relating to privacy, data security and the safeguarding, disclosure and handling of Payment Instrument Information.
- 2.9. Premises. The Client's food service facility located at 1425 S. Madison Ave., Monroe, GA 30655.
- 2.10. Products. Food, beverages, goods, merchandise, and supplies.

- 2.11. Proprietary, Confidential and Trade Secret Information. Items used in Company Food Services (owned by or licensed to Company) including, without limitation, menus, signage, surveys, Software (i.e. menu systems, food production systems, accounting systems), recipes, management guidelines and procedures, operating manuals, personnel information, purchasing and distribution practices, pricing and bidding information, financial information, provided, however that the following items are specifically excluded: (i) information generally available to and known by the public or (ii) information independently developed or previously known by the Client.
- 2.12. Servicewares. Items used in the service of food and beverages including, without limitation, chinaware, glassware, silverware, disposables, trays, and carts.
- 2.13. Smallwares. Items used in the preparation of food including, without limitation, pots, pans, and kitchen utensils.
- 2.14. Supervisory Employee. Those persons who have directly or indirectly performed management or professional services on behalf of Company for the Client at any time during this Agreement including, without limitation, any corporate employee, manager, assistant manager, chef, lead cook, or dietitian.
- 2.15. Utilities and Amenities. All utilities reasonably requested by Company to provide Food Services at the Premises including, without limitation, heat, hot and cold water, gas, refrigeration, lights, electric current, ventilation, air conditioning, recycling, cooking waste removal, hazardous waste removal, garbage removal services, exterminator services, telephone services, internet access, and sewage disposal services.

### 3. FOOD SERVICES

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- 3.1 Food Service. Company will oversee Food Services at the Premises which shall include, without limitation, preparation and service of food and beverages to Client's employees, staff, and guests.
- 3.2 Program Specifications.
- A. Menu. Company shall provide a menu cycle, based on a 2500 calories average per day requirement, as it deems necessary for operations. To the extent Company complies with nutritional regulations and menu requirements under this Agreement, Client shall be responsible for payment of all costs associated with defense of inmate claims brought against Company.
  - B. Meal Service. Company shall provide meal service every day of the week. Meal service shall include a hot breakfast, hot lunch, and cold dinner.
  - C. Inmate Labor. Client shall provide twelve (12) inmate workers per meal period. Client shall be solely responsible for inmate wages.
  - D. Staff Meals. Company shall provide Staff Meals upon request.
  - E. Bag Lunches. Company shall provide Bag Lunches upon request.
  - F. Medical Meals. Company shall provide Medical Meals upon request.
  - G. Religious Meals. Company shall provide Religious Meals upon request.
  - H. Holiday Meals. Company shall provide Holiday Meals upon request.
  - I. Special Functions/Catering. Company shall provide Food Service for special occasions, including Client's conferences, dinners, meetings, parties, and other functions, as well as catering services to employees, guests and outside groups in connection with this Agreement.

Fees for these services shall be governed by the menu, manner, and time of service, and shall be established by mutual agreement of Company and Client or the party sponsoring the Special Function.

J. Locations. Company shall operate and manage Food Services at the Premises and locations as the Client and Company mutually agree.

K. Hours. Company shall provide necessary Food Services at such hours as the Client and Company mutually agree.

3.3 Purchasing. Company shall purchase those Products and supplies necessary to comply with Company's obligations as set forth in this Agreement from Company's approved vendors that meet Company's guidelines and requirements.

3.4 Inventory. Company will purchase and own all inventories of food, beverages, and supplies. Upon termination of this Agreement for any reason, at Company's option, (i) Company may remove and retain any remaining Product inventory or (ii) Client will purchase from Company, at Company's invoice cost, any remaining Product inventory.

3.5 Cleaning. Company and Client shall be jointly responsible for housekeeping and sanitation in the food preparation, storage, and service areas of Premises. Company shall perform routine cleaning and housekeeping in the food preparation and service areas and shall provide cleaning supplies necessary for food service operations. Client shall perform major cleaning including, without limitation, stripping and waxing floors, cleaning walls, windows, fixtures, ceilings, electric light fixtures, grease traps, hoods and vents, duct work, plenum chambers, pest control and roof fans throughout the Food Service Facilities as defined herein. Client shall be responsible for setting up and cleaning the Premises for functions not managed by Company, in addition to any related charges. Client shall be responsible for removal of refuse from the collection areas and all refuse removal charges. Should the manner in which Client conducts major cleaning, cleaning for non-Company functions, or refuse removal impede Company food and safety standards, Company shall have the right to rectify at Client's expense.

#### 4. EMPLOYEES

4.1. Employees. Company shall hire employees necessary for its performance of this Agreement. Persons employed by Company will be the employees of Company and not of Client. Company's employees and agents shall comply with applicable rules and regulations concerning conduct on the Client's premises which the Client imposes upon its employees and agents provided such rules and/or regulations are not in violation of any federal, state, and/or local laws. Client agrees to provide Company notice of any proposed changes in rules, at least thirty (30) days prior to implementation. Company will consider Client's written requests to remove Food Service employees, provided such requests are non-discriminatory and comply with all laws and regulations governing employment.

4.2. Existing Employees; Employment Terms; Employee Pension and Benefit Plans. Company in its sole discretion may elect to hire any managers or employees of Client or Client's incumbent foodservice provider (collectively, "Existing Employees") who are qualified, available, and willing to provide Food Service at the Premises. Company shall have the authority to establish the terms of employment for all current Company managers and employees (including Existing Employees that Company may elect to hire in connection with this Agreement). Client represents that such

Existing Employees are not represented by a union and are not entitled to be paid a living or prevailing wage under any Governmental Rule or agreement.

- 4.3. Wages and Hours. Company shall comply with all applicable federal, state, and local laws and regulations pertaining to the wages and hours of employment for Company's employees. Client shall comply with all applicable federal, state, and local laws and regulations pertaining to the wages and hours of employment for Client's employees.
- 4.4. Payroll Taxes. Company shall be responsible for all withholding and payroll taxes relative to Company's employees. Client shall be responsible for all withholding and payroll taxes relative to Client's employees.
- 4.5. Background Checks. Company shall conduct necessary background checks as required by law. Company shall be responsible for all costs associated with said background checks.
- 4.6. Equal Opportunity and Affirmative Action Employer. Company abides by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their age, race, color, religion, sex, sexual orientation, or national origin. Company employs and promotes individuals without regard to age, race, color, religion, sex, national origin, protected veteran status or disability.
- 4.7. Non-Hire. Client acknowledges that Company has invested considerable amounts of time and money in training its Supervisory Employees. Therefore, the Client agrees that during the Supervisory Employee's employment with Company and for a period of twelve (12) months thereafter no Supervisory Employees of Company will be hired by Client, nor any facility affiliated with Client, nor will Client permit employment of Company Supervisory Employees on Client's Premises or the Premises of any facility affiliated with Client. Client agrees that if it violates this provision, Client shall pay to Company and Company shall accept as liquidated damages and not as a penalty, an amount equal to one time the annual salary) of the Supervisory Employee(s) hired by or allowed to work with Client in violation of the terms of this Agreement. Company shall be entitled to pursue all other remedies available under federal, state, or local law. This provision shall survive the termination of this Agreement.

## **5. PREMISES, FACILITIES, UTILITIES AND EQUIPMENT**

- 5.1 Premises. The Premises shall be in good condition and maintained by the Client to ensure compliance with applicable Governmental Rules and to enable Company to perform its obligations hereunder. Client shall be responsible for any modifications or alterations to the workplace or the Premises necessary to comply with any applicable Governmental Rules. Company shall have no obligation to maintain or repair the Premises. Client shall be responsible for safe ingress and egress of Premises including but not limited to snow/ice removal from parking lots.
- 5.2 Equipment. Without limiting the foregoing, Client shall permit Company to use all of the Client's Food Preparation Equipment in the performance of Food Service. The Food Preparation Equipment provided by Client shall be commercial grade, in good condition and shall be maintained, repaired, and replaced by Client to permit the performance of the Food Service and to ensure compliance with applicable Governmental Rules. Company and Client shall inventory Client's current Equipment within thirty (30) days after the Commencement Date. Company shall

take reasonable care of all Food Preparation Equipment under its custody and control, provided that the foregoing shall not limit Client's obligation to maintain, repair, and replace (as necessary) the Food Preparation Equipment. At its own expense, Client will maintain, repair, replace, and keep in safe operating condition said utilities, facilities, and equipment, such that no Company employee is exposed to or subjected to any unsafe situation. Company shall have the right to effect equipment repairs or replacements at Client's expense if, within a reasonable amount of time after receiving notice, Client fails to make necessary repairs or replacement to essential equipment that becomes inoperative, hazardous, or inefficient to operate or interferes with Company's ability to provide Services in a safe and sanitary manner. Company shall be entitled to assert a security interest in any equipment that it purchases or repairs under this section and shall retain title to equipment purchased hereunder. Once the cost of the purchased equipment or equipment repair has been recovered, Company shall release the security interest and title for any such purchased equipment to Client. Client shall reimburse Company for any product damaged by Client's malfunctioning or inoperative Food Preparation Equipment.

- 5.3 Facilities, Utilities. At its own expense, Client shall maintain, repair, replace, and keep in safe operating condition said Facilities and Utilities, to permit the performance of the Food Service and to ensure compliance with Governmental Rules.
- 5.4 Servicewares. Client shall provide Servicewares as defined in section 2.12 above.
- 5.5 Smallwares. At its own expense, Client shall furnish Company with the appliances, wares and equipment reasonably requested by Company including all Cooking Equipment and Smallwares as defined in section 2.13 above.
- 5.6 Computer Equipment.
  - A. Internet Access. If Company is to implement a point-of-sale system, Client shall either allow Company to use Client's point-of-sale system ("POS System") and required internet access or, in the alternative, shall provide and maintain the system requirements necessary for Company to install and maintain its own POS System. To the extent Company installs and maintains its own POS System, Client shall provide electrical outlets and wireless IP network connectivity terminating in necessary cabling connection between the cash registers, the timeclocks, the foodservice office, and Company's router. Client shall allow Company and the internet provider physical access to the area where a high-speed internet connection will be installed and shall permit Contractor's installation of a router and dedicated high-speed internet circuit with full administrative control to establish a connection between the foodservice office, workstations (if any) and Company's network.
  - B. Software. Company will license products, software, and maintenance for use in providing services in accordance with this Agreement. Company has procured a license to access and use Company's centralized Nutritional Database ("NDB") for nutritional analysis, menu planning and other operational purposes for Client's Premises. Client agrees that all software associated with the operation of the Food Service, including without limitation, the NDB, food production systems, and accounting systems, is owned by or licensed to Company. Client's access or use of such software shall not create any right, title, or copyright in such software. Upon termination of this Agreement, Client shall have no right to access or retain any Company software or Confidential Information produced by that software.
  - C. Credit Card Processing. If requested by Client, Company will accept and process credit card payments for sales of food, beverage, goods, merchandise, and services in the Food Service



operation. If Company processes credit card transactions using equipment solely provided by Company, then Company will be responsible for compliance of its equipment in accordance with PCI Standards. If Company uses computers, software, network equipment ("Systems") or other property of Client to process credit card transactions, then Client will be required to provide Systems that fully support PCI standards and requirements or reimburse the Company for the acquisition of Systems that sufficiently meet the requirements of current PCI Data Security Standards. In that case, if Company is considered the "merchant of record", Client will provide Company with a certificate of compliance if requested by Company.

## 6. LICENSES, PERMITS AND TAXES

- 6.1 Licenses and Permits. Company shall procure, maintain, and post the food licenses and permits as required by law. Client represents and warrants that it has and will maintain all other licenses and permits necessary to operate the Premises and the Food Services. The Client agrees to notify Company immediately upon receiving notice of loss of any such permit or license.
- 6.2 Taxes. Company shall be responsible for collecting and remitting sales tax on applicable sales collected by Company. Unless Client provides documentation of Client's federal and state tax-exempt status to the Company's sole satisfaction, Client shall reimburse Company for state and local sales tax on the full amount of charges and fees billed to the Client. Client shall secure and pay all federal, state, and local property, excise and income and other taxes and fees required for the Premises and resulting from the Food Services provided for hereunder. Client shall immediately pay for any tax assessments including interest, penalties, costs, and expenses, which are assessed against the Food Service operation and were not in effect as of the Commencement Date or were owed but unpaid as of the Commencement Date. Client shall notify Company promptly should its sales tax status be changed.

## 7. FINANCIAL ARRANGEMENTS

### 7.1 Payment Arrangement.

#### A. Inmate Meal Rate.

- a. Scaled Rate. Client shall pay Company the rate per Meals served per Meal Period. The rate shall not include charges for medical meals, religious meals, supplements, cleaning supplies, equipment purchases or repairs.

Average Daily Inmates	Rate
Meals Served per Meal Period	Price Per Meal
<400	TBN
400-424	\$1.776
425-449	\$1.729
450-474	\$1.688
475-499	\$1.650
500-524	\$1.616
525-549	\$1.584
550-574	\$1.555
575-599	\$1.534

600-624	\$1.514
625-649	\$1.496
650-674	\$1.480
675-699	\$1.465
700-724	\$1.451
725-749	\$1.437
750-774	\$1.426
775-799	\$1.416
800+	\$1.408
*Religious Common Fare and Medical Meals included in scale except as provided in Section 7.1(A)(b) below	
**Double Trays for Trustees billed as two meals	
***Coffee station at no added cost to the Client. Beverage cooler servicing is included and will be billed back to the Client based on actual usage, ensuring fair and transparent cost allocation.	

- b. Religious Meals. Common Fare Religious Meals shall be provided and billed at the rate of any inmate meals. Notwithstanding the rate set forth in Section 7.1(A)(a) above, if any of Client's inmates cannot be accommodated by Company's Common Fare Religious Meals, Client's price for Pre-Packaged Religious Meals shall be \$7.00 per each Pre-Packaged Religious Meal served.
- c. Medical Meals. Medical Meals shall be provided and billed at the rate of any inmate meal.
- B. Staff Meal Base Rate. The amount of \$5.500 per staff member per meal served for each staff breakfast, lunch and dinner. For staff evening snacks, the amount of \$3.500 per staff member per meal served shall apply.
- C. Opening Charges. Opening Charges include, but are not limited to, manager's relocation expenses, travel costs associated with the initial opening, and the charges associated with the initial training, development, and preparation for opening. Opening Charges shall be due in lump sum upon receipt of invoice. In the event this Agreement is terminated prior to full payment of Company's Opening Charges, then the Client agrees to pay Company immediately the amount of any outstanding balance due pursuant to this Section.
- D. Service and Pricing Assumptions. The financial terms set forth in this Agreement, and all other obligations assumed by Company hereunder, are based on the following assumptions:
  - 1. Population: At time of proposal.
  - 2. Number of Medical Meals: At time of proposal.
  - 3. Number of Religious Meals: At time of proposal.
  - 4. Purchasing: Company will make purchases on behalf of the Client at a level similar to that in place at the Commencement of this Agreement.
  - 5. Inmate Labor: Client agrees to provide twelve (12) inmate per day/shift throughout the duration of the contract. Client agrees any amounts due to be paid to the inmates are

Client's sole responsibility. If there is a revision of an existing law or regulation, financial terms of this Agreement shall be adjusted to reflect the change in cost retroactive to the commencement of the change.

To the extent any of the basic assumptions change or if Client requests a significant change in Services as provided under this Agreement, the Company's base rate shall be proportionately increased, unless the Parties otherwise mutually agree otherwise.

- 7.2 Rebates. Company is entitled to receive and retain all rebates from vendors, suppliers, or distributor companies under Company's purchasing arrangements.
- 7.3 Advance Payment. Prior to the commencement of operation hereunder, Company shall submit to the Client a proposed budget for the year. After the budget is approved and agreed to by the Client, it shall advance to Company one-twelfth (1/12) of the budget within seven (7) days of the date of Company's invoice. The amount of this advance will be retained by Company as a deposit and will be used to off-set the amounts due by Client upon termination of the Agreement. The advance will be adjusted at the beginning of each fiscal year based upon the agreed budget.
- 7.4 Payments Due Dates, Method, and Late Payment Penalty. Company shall issue an invoice at the end of each week (which shall run Saturday through Friday) showing the amounts due. Client shall pay the full invoice amount within thirty (30) days from the issuance of the invoice. Payment Method shall be electronic via AFT/ACH transfer or another acceptable electronic method agreed upon between the parties. Any change of banking information or change in the method of monies being transmitted or received shall be documented in hard copy (printed on paper) and delivered by hand, via certified or registered mail return receipt requested, or by overnight delivery service with a receipt of delivery, provided that such delivery is to the parties per Notice. In the alternative, the Company, at its discretion, may request verification by phone of any change of banking information or change in the method of monies being transmitted or received. In the event payment is not made within thirty (30) days of the due date, the invoice will be subject to a finance charge of eighteen percent (18%) per annum or, if less, the maximum amount permitted under applicable law. The right of Company to charge the finance charge shall not be construed as a waiver of Company's normal entitlement to receive timely payment as set forth herein.
- 7.5 Right to Offset. In the event that Client is more than thirty (30) days past due on any obligations to Company, Company shall have the right to offset, from any other sums owed by Company to Client, all or any portion of such outstanding receivables. Additionally, Company shall have the right, at Company's option, at any time that Client is over thirty (30) days past due on any obligations require that Client pay, on a prebilling basis, at least one week in advance of each Accounting Period, the estimated amount due Company for that Accounting Period. The estimated amount shall be adjusted and reconciled to the actual amount in the next prebilling invoice, or if Client is no longer past due on its obligations to Company, with the next invoice due hereunder. Further, Company shall have the right to immediately adjust hours, prices, labor and in menu offerings to further off-set any losses.
- 7.6 Change in Conditions. The financial terms set forth in this Agreement, and all other obligations assumed by Company hereunder, are based on conditions in existence on the date Company commences operations including, without limitation, population; tariffs; labor costs; inmate labor; applicable Governmental Rules; food and supply costs; provision of equipment and utilities; state of the Premises; and federal, state, and local sales, use and excise taxes (the

"Conditions"). Further, Client acknowledges that in connection with the negotiation and execution of this Agreement, Company has relied upon Client's representations regarding existing and future conditions (the "Representations"). In the event of change in the Conditions, inaccuracy of the Representations, or if Client requests any significant change in the Food Services as provided under this Agreement, the financial terms and other obligations assumed by Company shall be renegotiated to reflect a proportionate increase in Company's charges to the Client. Company will provide a thirty (30) day notice of such increased charges. In the case that Client provides inmate labor to assist with duties under the Agreement, Client acknowledges that Client is solely responsible for any pay, compensation, benefits, or other remuneration (if any) payable to the inmate. If Company sustains increases in its operational costs (e.g. product or labor costs), Company, with written notification to Client, may increase its prices for items to recover such increased costs.

- 7.7 Future Pricing. Pricing adjustments shall be made on an annual basis at a rate no less than the greater of five percent (5%), the most recently released U.S. Department of Labor Consumer Price Index, All Urban Consumers, National Average Unadjusted, Food Away from Home, or the changes in the Market Basket of Products. Up to ninety (90) days prior to the anniversary of the Commencement Date, Company shall provide Client notification of the adjustment to the Fee(s). On the anniversary of the Commencement Date, Company's proposed adjustments shall go into effect, unless the Parties have entered into a written agreement with an alternative cost adjustment.
- 7.8 Attorney's Fees and Costs. Client shall pay all costs of collecting any amount due Company, including attorney's fees and all costs and other expenses incurred by Company in collecting an indebtedness of Client. This provision shall survive the termination of the Agreement.

## **8. TERMINATION OF THE AGREEMENT.**

- 8.1 Termination for Non-Performance. If either party refuses, fails or is unable to perform or observe any of the terms or conditions of this Agreement for any reason other than for Excused Performance as set forth in this Agreement, the party claiming such deficiency shall provide the breaching party written notice of any such breach. If the breaching party remedies such breach within (i) three (3) days in the case of failure to make payment when due, (ii) sixty (60) days in the case of any other breach, or (iii) a reasonable time where cure is not possible within sixty (60) days (collectively the "Notice Period"), the notice shall be null and void. If the breaching party fails to remedy the breach within the Notice Period, the party giving notice may cancel the Agreement after the end of the Notice Period.
- 8.2 Termination for Financial Insecurity. If either Party makes an unauthorized assignment for the benefit of creditors, files a petition under the bankruptcy or insolvency laws of any jurisdiction, has or suffers a receiver or trustee to be appointed for its business or property, or is adjudicated a bankrupt or an insolvent, the other party may terminate the Agreement with three (3) days' notice. Provided, however, that Client agrees to provide Company thirty (30) days' notice before filing a petition for bankruptcy.
- 8.3 Voluntary Termination. Either Party may terminate this Agreement with or without cause by written notice to the other party given not less than sixty (60) days prior to the effective date of termination.

- 8.4 Steps Upon Termination. Upon the termination or expiration of this Agreement, Company shall vacate the Premises occupied by Company and shall remove its own equipment and return equipment furnished by Client pursuant to this Agreement. Upon termination of this Agreement, Company shall surrender the then-current Food Preparation Equipment to Client in the condition as it was delivered on the Commencement Date (or, if later, in the condition in which such Food Preparation Equipment was placed into service), excepting ordinary wear and tear, damage resulting from Client's failure to maintain the Food Preparation Equipment and other damage (including damage caused by force majeure) for which Company is not responsible hereunder.
- 8.5 Continuing Obligations. The termination of this Agreement shall not affect the rights, privileges, or liabilities of the Parties as they exist as of the effective date of termination. All outstanding amounts owed to Company shall become due and payable immediately upon termination. If, at Client's request, Company enters into agreements with one or more third parties in connection with its management of Client's Food Service operations (collectively, "Third Party Agreements"), Client agrees, at Client's sole cost and expense, to: (i) assume and undertake (or cause to be assumed and undertaken by the Food Service provider succeeding Company) all responsibilities of Company under all Third Party Agreements from and after the date this Agreement expires or is earlier terminated; (ii) release Company from all liability associated with such Third Party Agreements from and after the date this Agreement expires or is earlier terminated; and (iii) bear all liability and responsibility with respect to any costs, fees and other charges associated with termination of such Third Party Agreements. This Paragraph shall survive the termination or expiration of this Agreement.

## 9. INDEMNIFICATION; INSURANCE

- 9.1 Insurance. Both Client and Company shall maintain their own insurance on their respective real property, equipment, and contents. Upon request, evidence of such insurance shall be provided in the form of a certificate of insurance.
- A. Client Insurance. Client shall procure and maintain insurance for the Premises, the Food Preparation Equipment and any Smallwares, Servicewares and food and beverage inventory against all loss or damage as insured against under a commercial property causes of loss – special form policy (or any successor policy form).
- B. Company Insurance. Company shall procure and maintain the following insurance:
1. Worker's Compensation Insurance as prescribed by the laws of the state where the Premises are located; and
  2. Comprehensive General Liability Insurance, with limits of two million dollars (\$2,000,000.00) per occurrence and two million dollars (\$2,000,000.00) annual aggregate to cover any and all claims that arise during the course of this Agreement.
  3. Company's Commercial General Liability Insurance policy shall include Client as additional insured.
- C. Subrogation. Client and Company waive any and all right of recovery from each other for property damage or loss of use thereof, however occurring, which loss is insured under a valid and collectible insurance policy to the extent of any recovery collectible under such insurance. This waiver shall include, but not be limited to, losses covered by policies of fire, extended coverage, boiler explosion and sprinkler leakage. This waiver shall not apply to



claims for personal death or injury. Company shall not be liable to the Client, in any way for damage to the Facilities or Premises caused by reason of fire, or other hazard, however caused, or by the reason of an act of God. In any event, Company shall not be held liable for any cause to an extent which would exceed effective coverage and dollar limits prevailing under the policies of insurance described in this Agreement.

9.2 Indemnification. To the fullest extent allowable under applicable law, each Party agrees to provide the following indemnification:

- A. Each party agrees that it will defend, indemnify and hold harmless the other party, its officers, directors, parent corporation, affiliates, employees and agents ("Indemnified Parties") against any and all liabilities, losses, damages, injuries, deaths, reasonable litigation expenses (including, without limitation, reasonable attorneys' fees), costs and costs of court (collectively, "Damages") which Indemnified Parties may hereafter sustain, incur or be required to pay arising out of the other party's negligent acts, omissions or failure to perform obligations pursuant to this Agreement. Provided, however, neither party shall be required to defend, indemnify, and hold harmless the other party for any intentional or criminal actions of the other party or its employees, visitors, or invitees. Client agrees to defend, indemnify, and hold harmless Company Indemnified Parties from all Damages which may arise due to any act or omission of a Company Party made in compliance with a Client's rules or requirements.
- B. Notice of Indemnification. A party shall only be required to indemnify pursuant to the Agreement, where that party receives a written request to indemnify within twenty (20) days after the initial receipt of notice of any such lawsuit or claim by the party requesting indemnification. Failure to notify a party of such claim or lawsuit within the stated period of time shall relieve that party of any and all responsibility and liability under this Agreement to defend, indemnify and hold harmless for that claim or lawsuit.

## 10. GENERAL AGREEMENT TERMS

10.1 Confidentiality. Neither Client, nor Client's employees or agents, shall disclose, photocopy, duplicate or use, either during or after the term of this Agreement, any Proprietary, Confidential and Trade Secret Information, without Company's prior written permission. All Proprietary, Confidential and Trade Secret Information shall remain Company exclusive property. Client's access or use of Company Proprietary, Confidential and Trade Secret Information or Software shall not create any right, title, interest or copyright in such Information or Software. If Client is requested to disclose any of the Confidential Information to any third party for any reason, Client shall provide Company with prompt notice of such request(s). Upon termination of this Agreement, Client shall return all Company Proprietary, Confidential and Trade Secret Information in Client's possession relating to Company's services pursuant to this Agreement. Client agrees that upon breaching this provision, Company shall be entitled to equitable relief, including injunction or specific performance, in addition to all other available remedies. This provision shall survive the termination of the Agreement.

10.2 Intellectual Property. Nothing in this Agreement is intended to grant any rights to Client under any patent, copyright, trademark, trade name, trade secret or other proprietary right of Company (whether now owned or hereafter developed or acquired), all of which are reserved to Company.

- 10.3 HIPAA Compliance. The parties agree to abide by applicable HIPAA requirements.
- 10.4 Independent Contractor Relationship. It is mutually understood and agreed, and it is the intent of the Parties, that an independent contractor relationship is hereby established under the terms and conditions of this Agreement. Employees of Company are not, nor shall they be deemed to be, employees of Client. Employees of Client are not, nor shall they be deemed to be, employees of Company.
- 10.5 Notice. Any notices or changes required under this Agreement shall be considered sufficient when: delivered by hand, or when received by certified or registered mail, return receipt requested, or, by overnight delivery service with a receipt of delivery, provided that such delivery is to the parties at the following addresses:
- |                                     |                                  |
|-------------------------------------|----------------------------------|
| <b>Client</b>                       | <b>Company</b>                   |
| Walton County Public Safety Complex | Summit Food Service, LLC         |
| 305 Georgia Avenue                  | 500 East 52 <sup>nd</sup> Street |
| Monroe, GA 30655                    | Sioux Falls, SD 57104            |
| Attn: Scott Whisnant                |                                  |
- 10.6 Excused Performance. If performance of any terms or provisions hereof (other than the payment of monies) shall be delayed or prevented because of compliance with any law, regulation, decree or order by any federal, state, or local court, governmental agency or governmental authority, or because of riot, war, public disturbance, strike, lockout, differences with workmen, fire, flood, Act of God, pandemic, epidemic, or any other reason whatsoever, which is not within the control of the party whose performance is interfered with, and which, by the exercise of reasonable diligence said party is unable to prevent, the party so suffering may at its option, suspend, without liability, the performance of its obligations hereunder (other than the payment of monies) during the period such cause continues.
- 10.7 Assignment or Transfer. Neither party may assign or transfer this Agreement, or any part thereof, without written consent of the other party. Such consent shall not be unreasonably withheld. Provided, however, that this shall not apply to Company's transfer to a parent, sister, or successor company where Company provides Client at least thirty (30) days written notice.
- 10.8 Entire Agreement; Waiver. This Agreement, including any Exhibits hereto, constitutes the entire Agreement between the Parties with respect to the provisions of Company's services, and there are no other or further written or oral understandings or agreements with respect thereto except as otherwise set forth herein. No variation or modification of this Agreement and no waiver of its provisions shall be valid unless in writing and signed by the duly authorized officers of Company and Client. This Agreement supersedes all other agreements between the Parties or their predecessors for the provision of Company Food Services.
- 10.9 Counterparts; Electronic Signatures. This Agreement may be executed in multiple counterparts, each of which shall be effective upon delivery and, thereafter, shall be deemed to be an original, and all of which shall be taken as one and the same instrument with the same effect as if each party had signed on the same signature page. This Agreement may be transmitted by fax or by electronic mail in portable document format ("PDF") and signatures appearing on faxed instruments and/or electronic mail instruments shall be treated as original signatures.
- 10.10 State Guidelines. Client hereby agrees that the validity and construction of this Agreement shall be governed by Georgia law. Should a lawsuit be necessary to enforce this Agreement, Client

hereby waives any objection to venue or personal jurisdiction and agrees to be subject to the jurisdiction of the courts located in Georgia. A facsimile copy or photocopy of this Agreement shall be valid as an original thereof. EACH PARTY HEREBY WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF AND BROUGHT BY ANY OTHER PARTY.

- 10.11 Limitation of Liability. Company's entire liability and Client's exclusive remedy for damages arising out of or related to this Agreement or the Food Services shall not exceed the total amount paid by Client to Company for the current term of this Agreement. COMPANY SHALL NOT BE LIABLE FOR LOSS OF BUSINESS, BUSINESS INTERRUPTION, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, OR FOR LOSS OF REVENUE OR PROFIT IN CONNECTION WITH THE PERFORMANCE OR FAILURE TO PERFORM THIS AGREEMENT, REGARDLESS OF WHETHER SUCH LIABILITY ARISES FROM BREACH OF CONTRACT, TORT, OR ANY OTHER THEORY OF LIABILITY.
- 10.12 Severability. Any term or provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation.
- 10.13 Authority. Company and Client represent that the individual executing this Agreement has been duly and validly authorized to execute this Agreement on each party's respective behalf with the full power and authority under all applicable laws and respective articles of incorporation, bylaws, or other governing instrument to enter into this Agreement and to perform their obligations hereunder.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, the Parties, intending to be legally bound, have caused their appointed and duly assigned officers to execute this Agreement.

**CLIENT: Walton County Public Safety  
Complex**

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

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

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

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

**COMPANY: Summit Food Service, LLC**

Signature \_\_\_\_\_

:

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

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

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

\_\_\_\_\_  
President

## Walton County Department Agenda Request

---

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

Department Head/Representative: **Kim McCord**

Meeting Date Request: **09/02/2025**

Has this topic been discussed at past meetings? **Yes**

If so, When? **2022**

TOPIC: **PayTel Communications, Inc.**

Wording For Agenda: **Agreement with PayTel Communications, Inc.**

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

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

Department Comments/Recommendation:

Additional Documentation Attached? **Copy of Agreement**

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

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

Date forwarded to County Attorney: **07/30/2025**

Has the County Attorney review been completed? **No, agreement is currently being reviewed as of 08/25/2025 - Agreement subject to attorney's final review and approval**

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:



## MASTER SERVICES AGREEMENT

This Master Services Agreement (hereinafter "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by and between Walton County Sheriff's Office, Georgia ("Customer") of the one part and Pay Tel Communications, Inc., a North Carolina Corporation ("Pay Tel") of the other part,

WHEREAS, Customer and Pay Tel desire to enter into a long term relationship pursuant to which Pay Tel will act as the exclusive provider of enabled and secured inmate communications services to inmates as outlined in Exhibit A (hereinafter sometimes "Services"), such services generally originate or relate to communications within Customer Premises Facility (hereinafter sometimes "Premises") as identified in Exhibit B; and

WHEREAS, Customer understands the cost to Pay Tel associated with providing such Services and Customer agrees to cooperate and assist Pay Tel as set forth below.

NOW THEREFORE, in consideration of the mutual promises and obligations hereunder, the parties to this Agreement do hereby agree as follows:

### **1.0 AUTHORITY TO CONTRACT**

Customer, acting in its governmental capacity, warrants by its/their signature that the requisite approval has been obtained to bind any authority having jurisdiction over the Premises including the requisite authority sufficient to bind Customer to agreements of the size, nature and term covered by this Agreement.

### **2.0 LOCATION**

2.1 This Agreement is for Services at or connected to the premises at the location or locations described in Exhibit B attached hereto (the "Premises") except as set forth below.

2.2 Customer acknowledges and agrees during the original or any renewed term of this Agreement that if Customer commences inmate communications operations at any location other than the Premises described herein, and to the extent allowed by state purchasing law, Pay Tel shall have the exclusive right to provide Services at such new location(s) in accordance with the terms and conditions of this Agreement.

### **3.0 TERM**

3.1 The term of the Agreement shall commence upon August 1, 2025. The term of the Agreement will continue for a period of four (4) years from the date upon which Pay Tel services commence. Thereafter, this Agreement shall be automatically renewed for successive terms unless written notice of intent to terminate is given by either party no more than 120 days and not less than 60 days prior to the expiration of the then current term. Such notice shall be given in strict conformance with Paragraph 9.1 below.

3.2 Unless specifically exempted in Exhibit A, Customer shall not allow any other party the right to supply the same or similar Services at the Premises during the original or any renewed term of this Agreement.

### **4.0 COMPENSATION**

4.1 Customer agrees reasonably to assist Pay Tel in its efforts to prevent losses and fraud and further agrees to aid in the prosecution of any perpetrators of fraudulent activity whether such perpetrators are located inside or outside the Premises.

4.2 The parties acknowledge and understand that this Agreement is subject to the provisions of state and federal laws and regulations, and Pay Tel can only provide Services in compliance with all applicable

rules and regulations, including those rules and regulations promulgated by the Federal Communications Commission ("FCC") and state Public Utility Commissions ("PUCs"). If there are any changes or new interpretations of existing laws or regulations by the FCC, PUCs or any other governmental body that conflict with the terms of this Agreement, the parties hereto understand and agree that Pay Tel will take all necessary steps to fully comply with the applicable laws and/or regulations. Parties further agree that this Agreement will be amended to document those changes as necessary.

4.3 If applicable, Pay Tel will make compensation payments as set forth in Exhibit C. This Exhibit C will be modified in the event of a material change in the operation of the facility as further described in Section 4.4

4.4 Any compensation required to be paid under this Agreement is based on information provided by Customer and contingent on the cooperation of Customer as well as Customer's vendors whose services affect Pay Tel's ability to earn revenue. Customer understands and agrees that any material change to this cooperation or events as set forth in this section may constitute a material change to the information upon which Pay Tel reasonably relied to set the compensation rates set forth in this Agreement. If there is a material change in cooperation or regulations that affect this Agreement, Pay Tel and Customer will work together to modify the terms of this Agreement in light of both the Customer's and Pay Tel's respective interests.

The following list provides examples of items that will affect the generation of revenue,

1. A sustained reduction in inmate population.
2. Unreasonable restriction of inmate access to Pay Tel Services during normal awake hours (even restrictions imposed for security or disciplinary purposes.)
3. Other restriction of Pay Tel's ability to provide comprehensive inmate communications Services defined in Exhibit A.
4. Interference or lack of cooperation by Customer-selected-vendors such as the provider of Jail Management Software and/or Commissary companies whose lack of cooperation, for example, would inhibit Pay Tel's ability to commence or fully implement the installation of its equipment or provision of services to enable real-time transfer of money for the purpose of debit calling and/or messaging,
5. Lack of availability of products or services anticipated by this Agreement.
6. Any other action by Customer or Customer-selected vendors that unreasonably impede the use of Pay Tel equipment and Services by Inmates.
7. Regulatory changes that prohibit Services anticipated by this Agreement.

## **5.0 EQUIPMENT AND SERVICES PROVIDED BY PAY TEL**

5.1 Pay Tel will provide, install and operate equipment at the Premises necessary to provide the Services set forth in Exhibit A attached hereto.

5.2 The placement of any equipment to be provided at the Premises will be determined by Pay Tel in consultation with the Customer and may be adjusted as necessary.

5.3 In the event that Pay Tel has agreed to provide limited free services, such services are understood to be provided only as set forth in Exhibit D. Paragraph 4.4 is incorporated into this paragraph by reference.

5.4 Unless otherwise provided in Exhibit C, all Services will be provided by Pay Tel at its expense.

5.5 Customer will provide space and necessary utilities to support the provision of Services.

5.6 Pay Tel will charge rates for all Services that are compliant with the FCC and any applicable PUC.

5.7 Any equipment provided by Pay Tel hereunder associated with the operation of the Services is

agreed by Customer to be the personal property of Pay Tel and is not intended to be a permanent fixture. It is the express intention of both Customer and Pay Tel that such equipment is and shall continue to be personal property of Pay Tel. All equipment provided by Pay Tel in connection with its services will be removed by Pay Tel at the end of the term of this Agreement, including termination of this Agreement pursuant to Paragraph 7.1 hereof. Following termination for whatever reason, Pay Tel shall have the absolute right to recover its Equipment at any reasonable time wherever it is then located. Customer agrees to provide access and to facilitate such removal. Pay Tel shall repair any and all damage to the Premises by reason of removal of Pay Tel's equipment.

5.8 Pay Tel agrees to maintain its equipment in good operating condition, as further described in Exhibit E herein. In order to do so, Pay Tel shall have the right during normal business hours to enter the Premises to perform necessary maintenance and repairs and for purposes of inventory control. In order to trigger a service event, Customer must promptly notify Pay Tel of any malfunctions or loss of service.

5.10 Nothing herein shall require or obligate Pay Tel to perform maintenance or repairs to equipment that Pay Tel did not install or separately agree in writing to repair or maintain.

5.11 Pay Tel agrees that its equipment will conform with all applicable local, state and federal requirements concerning the provision of Services to those with disabilities as defined by the Americans With Disabilities Act (hereinafter the "ADA"). Customer shall cooperate with Pay Tel to ensure compliance with all access requirements contained in applicable local, state and federal regulations relating to those with disabilities as defined in the ADA.

## 6.0 LIMITED LICENSE

In order to allow Services, Customer hereby grants to Pay Tel's employees and to the company a limited license to act under its law enforcement authority to record and manage inmate communications. Call recordings, emails or other electronic information ("Electronic Data") may be in Pay Tel's custody or control for periods of time and such custody and/or control shall be deemed under the authority of Customer's law enforcement personnel and any direction from Customer to Pay Tel and its employees with respect to such Electronic Data shall be deemed to be under a limited license to provide such data to law enforcement officials or to use for legitimate business purposes. Pursuant to this Agreement, Customer grants to Pay Tel a perpetual limited license to a) comply with requests submitted to Pay Tel by any representative of Customer; b) disclose electronic data or physical forms of such data to Customer's representatives; c) utilize such data in order to perform functions necessary to provide Services; d) monitor such data to prevent fraud; e) monitor such data for equipment quality control and maintenance purposes; f) use the data in connection with legitimate business purposes; and g) Pay Tel will notify Customer's designated administrative contact of any requests to Pay Tel from Law enforcement or other authorities as soon as is practically possible.

## 7.0 TERMINATION

7.1 Customer may terminate this Agreement in the event of an uncured material breach. Customer shall be required to give written notice to Pay Tel of any alleged material breach in strict conformance with Paragraph 9.1. Pay Tel shall have a right to cure any such breach within thirty (30) business days of receipt of written notice. This thirty (30) day cure period will be suspended and must be extended for an additional ninety (90) business days if such cure has begun, is being diligently pursued but cannot reasonably be effected within the initial thirty (30) day period. Additional extensions may be granted by mutual agreement.

7.2 If compliance with any state or federal legislative, regulatory, judicial or other legal action as further described in Section 4.2, herein (a) materially affects the ability of Pay Tel to perform any terms of this Agreement, or (b) would make Pay Tel's compliance with its obligations under this Agreement, in Pay Tel's reasonable judgment, no longer economical or feasible, Pay Tel may provide written notice of

such facts to Customer and the parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event negotiations are not resolved within forty-five (45) days of notice, either party may submit the dispute for resolution pursuant to section 9.6 of this Agreement or alternatively, Pay Tel may terminate this agreement on thirty (30) days' notice to Customer.

## **8.0 SUCCESSORS IN INTEREST**

8.1 Customer agrees that Pay Tel shall have the right to assign this Agreement and that Pay Tel shall have the right to grant a security interest in this Agreement and in any of Pay Tel's equipment for use in providing Services. This Agreement shall be binding upon the successors and assignees of both Customer and Pay Tel, including, without limitation, any financial institution providing financial accommodations to Customer or Pay Tel.

## **9.0 MISCELLANEOUS PROVISIONS**

9.1 All notices required to be given under this Agreement and the attached exhibits shall be sent to Pay Tel and to Customer addressed as shown on the signature page of this Agreement. Notices shall be sent by certified mail, return receipt requested or via commercial tracked overnight delivery service. The date of receipt shall be deemed to be the date of giving such notice.

9.2 This written document, including Exhibit A, Exhibit B, Exhibit C, Exhibit D, and Exhibit E shall constitute the entire understanding of the parties and all prior agreements and understandings are merged herein. This Agreement shall not be modified, changed or altered in any respect except in writing signed by Customer and Pay Tel.

9.3 This Agreement shall be construed in accordance with the laws of the State of North Carolina.

9.4 In the event that any paragraph or part of the agreement is held to be void or unenforceable under any law or regulation, all other paragraphs and subparagraphs hereof shall be deemed severable and remain in full force and effect.

9.5 The plural number as used herein shall equally include the singular and the masculine, feminine, and neuter genders are interchangeable as required by context.

9.6 Any and all claims or disputes arising out of or relating to this Agreement or the breach thereof shall be decided by binding arbitration in accordance with the commercial rules governing arbitration of the American Arbitration Association. The exclusive venue for such arbitration shall be North Carolina unless otherwise agreed by the parties. At the conclusion of this arbitration, the award may be confirmed and judgment entered by any court having jurisdiction over the parties.

## **10.0 COOPERATIVE PURCHASING**

To the extent other County Boards, Sheriff's Offices, Regional Jail Authorities or Corrections Departments within the state of Georgia ("Similar Parties") may desire to obtain services as generally described in this Agreement, that such Similar Parties may elect to enter into an agreement with Pay Tel for similar services. Exact terms may be adjusted as necessary to meet the unique requirements of each organization.

## **11.0 LIMITATION OF LIABILITY**

ANYTHING HEREIN TO THE CONTRARY NOTWITHSTANDING, PAY TEL SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF ANY CAUSE OR CIRCUMSTANCE INCLUDING WITHOUT LIMITATION, LOSS OR CORRUPTION OF ELECTRONIC INFORMATION DUE TO BREACH OF CONTRACT, NEGLIGENCE OR ANY OTHER FAULT OR CIRCUMSTANCE. FURTHERMORE, PAY TEL'S LIABILITY FOR DIRECT DAMAGES SHALL NOT EXCEED THE AMOUNT OF COMPENSATION OTHERWISE DUE CUSTOMER DURING THE PERIOD IN QUESTION OR THE PRECEDING ONE YEAR PERIOD, WHICHEVER IS SHORTER.

This Agreement entered into as of the day and year first written above.

WALTON COUNTY, GEORGIA SHERIFF'S OFFICE:

PAY TEL COMMUNICATIONS, INC.:

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

By: \_\_\_\_\_ Seal)

By: \_\_\_\_\_ (Printed)  
Authorized Agent for Customer

By: Amanda Jarrell (Printed)  
Chief Operating Officer

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

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

Address: 350 George Avenue  
Monroe, Georgia 30655

Address: Post Office Box 8179  
Greensboro, NC 27419

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

Phone: 866-729-8352

Account Representative: Jordan Strong



**EXHIBIT A****SERVICES & EQUIPMENT**

The following equipment and services are provided for use at no cost to Customer in consideration for the exclusive right to provide inmate communications services to the Facility including, but not limited to phone calls throughout the duration of this Agreement.

**Services Included:**

- CenturionITS™ Inmate calling via phone, tablet
  - Direct Billed Collect
  - Prepaid Collect
  - Debit (and/or Debit Card)
- inteleVOICE™ Pre-call voice verification
- Rise4Me™ Reentry Resource Web Page

**Equipment and Service Summary**

- Fully Automated Collect, Prepaid Collect and Debit Calling
- Stainless Steel Inmate Telephone Instruments (Standard Wall Mount with 18" handset cord)
- 1 TRS Tablet Device (Hearing/ Speech Impaired Communication Device)
- Pay Tel Phone Application to be accessible via Customer's selected tablet provider (with cooperation from tablet provider)
- Secure Access to ITS from County PCs and/or Laptops
- Integration with Commissary
- Sufficient redundant storage capacity to support 5 years of call detail records and phone call recording storage as further defined in Exhibit C.

**EXHIBIT B**

**PROPERTY DESCRIPTION**

The Premises which is the subject of this Agreement:

Walton County Detention Center  
350 George Avenue  
Monroe, GA 30655

**EXHIBIT C**  
**RATES & COMPENSATION**

The following terms are effective from start of service:

**RATES & COMPENSATION APPLICABLE UNDER CURRENT REGULATIONS**

***Regulated Services - Phone Calls***

<b>Call Type</b>	<b>Per Minute Rate</b>	<b>Compensation</b>
Local Phone Calls	\$.18	50%
Intrastate Long Distance Phone Calls	\$.19	50%
Interstate Long Distance Phone Calls	\$.21	50%
International Phone Calls	\$.21	50%

*\*Applicable local, state and federal taxes, mandatory regulatory fees (i.e. USF) will be applied in addition to the above rate per minute without markup or additive. These taxes and mandatory fees are a pass-through and therefore not eligible for commissions.*

***Safety, Security & Optional Features***

<b>Service</b>	<b>Cost to Customer</b>
Basic Safety & Security features	Included at no charge
Phone Call Recording Storage -1 Year	Included at no charge

**Regulatory Notice:** The Parties hereby acknowledge that the above terms are based on the FCC Regulations for phone service and video visitation in effect as of the date of signing. Significant changes are under way which will substantially reduce the rates for regulated services (phone calls and video visits) and are expected to eliminate commissions. Per the FCC Order dated June 30, 2025, the compliance date for the rules adopted on July 18, 2024 has been delayed until April 1, 2027.

**IMPORTANT NOTICE:**

The FCC Order issued on June 30, 2025, is subject to appeal, reconsideration, or stay. If a stay is granted, this agreement will instead follow the guidelines of the July 18, 2024 FCC Order, which significantly revised regulations for Incarcerated Persons Communications Services (IPCS), including audio calling and video visitation. That Order substantially reduced allowable rates and prohibited all forms of monetary or non-monetary compensation, including traditional revenue share commissions, for these regulated services.

The proposed rates and compensation outlined below comply with the 2024 Order as written and will apply in lieu of the terms listed above beginning on the compliance date, which is currently April 1, 2027. If the June 30, 2025 Order is stayed or the compliance date is otherwise accelerated by the FCC or Court of competent jurisdiction, the following terms will be implemented on the required date established by that action.

**RATES & COMPENSATION UNDER PENDING RULES SCHEDULED FOR COMPLIANCE BY APRIL 1, 2027****Regulated Services - Phone Calls**

Call Type	Per Minute Rate
All Phone Calls	\$.07

*\*Applicable local, state and federal taxes, mandatory regulatory fees will be applied in addition to the above rate per minute without markup or additive.*

**Reimbursement Option**

Customer may elect to be reimbursed at the rate of **\$.01 per paid phone call minute of use** for its anticipated expenses considered to be used and useful as defined by the FCC in the provision of Incarcerated Persons Communications Services (IPCS) as permitted by FCC Order dated July 18, 2024. If elected, the signed Reimbursement Option Election Form at the end of this Exhibit will serve as documentation of such activities and anticipated expenses.

**Safety, Security & Optional Features**

	Service	
X	Basic Safety & Security features – Included at no charge	
X	Phone Call Recording -Purge after 60 days – Included at no charge	
	Advanced Safety & Security Options <b>(Select all that are requested)</b>	
	X	Charge to Customer if Elected
	Description	
	Audio Call Recording Storage for a total of 12 Months	\$125 per month

*Any charges resulting from items selected above will be deducted from optional IPCS Cost Reimbursement. Any amount exceeding the monthly amount payable to the Customer will be invoiced.*

**EXHIBIT C (Continued)****REIMBURSEMENT OPTION ELECTION FORM**

*Unless otherwise agreed by the parties, payment of the following reimbursement shall begin on the Compliance Date for the FCC regulations adopted in July, 2024. The Compliance date is currently scheduled for April 1, 2027, but is subject to change by FCC decision or Court Order.*

Walton County Sheriff's Office (Customer) hereby confirms that it will perform the following tasks related to the provision of Inmate Audio (Phone) Communications at the Walton County Detention Center and requests reimbursement for such costs at the rate of \$.01 per paid minute.

- Administration of call blocking lists
- Validation and maintenance of privileged numbers
- PIN administration/assignment for newly admitted detainees
- Provision of escorts for repair personnel
- General security for equipment placed in secure detention areas
- Reporting of service issues and inquiries

Upon notice to Customer, Pay Tel reserves the right to modify or discontinue optional IPCS cost reimbursement if Sheriff's Office discontinues or reduces the performance of the required tasks.

**Signed:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

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

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



## EXHIBIT D

SPECIAL CONFIGURATION SETTINGS

## Free Calls

Description	Quantity	Duration Limit
To be determined	To be determined	5 Minutes

## Other

Description	Setting
Default Call Duration Limit	30 Minutes
Default Phone Operating Hours	To be determined

**EXHIBIT E****SERVICE COMMITMENT**

Pay Tel will use its best efforts to satisfy its customer and will operate generally in accordance with the following:

**Local Representation**

All local technicians utilized for this project will be trained by Pay Tel and certified to perform all potential repairs associated with the proposed inmate telephone service.

**On-Site Inventory of Spare Equipment**

Pay Tel will provide and maintain on-site inventory of spare phone components to minimize the time to repair. Where possible, rack mounted spares will be pre-installed and ready to be swapped in the event of component failure.

**Service Response Commitment****PAY TEL SERVICE ACTION LEVELS****ROUTINE TELEPHONE INSTRUMENT REPAIR COMMITMENT**

Level	Definition	Commitment**
Minor Telephone Repair	Less than 20% of the phones in any given living unit or pod are in need of repair	Repair to be performed within three (3) business days.
Major Telephone Repair	20% or more of the phones in any given living unit or pod are in need of repair	Repair to be performed during special scheduled visit as requested by Facility point-of-contact.

*\*\* Pay Tel reserves the option to combine specially scheduled Telephone Repair visits with upcoming preventative maintenance activity planned for later the same month.*

**OPERATIONS CENTER PREVENTATIVE MAINTENANCE COMMITMENT**

Routine Maintenance is the proactive work to address service enhancements, architecture modifications, infrastructure upgrades, and equipment replacement or reconfiguration.

Pay Tel will make every attempt to perform server maintenance at Pay Tel's corporate data center and disaster recovery site during our normal maintenance window of 1am thru 6am EST. If server maintenance will result in system downtime, facilities will be notified via a bulletin on the Administrator interface with a minimum of 24 hours notice under normal circumstances.

Pay Tel's Inmate Telephone Service System (ITS) has been designed to minimize service interruption and ensure a carrier class level of uptime. Through the use of 24/7 monitoring of all critical systems to the utilization of redundant equipment at every layer Pay Tel strives to provide a 99.999% service level to all of our customers.

Pay Tel commits to a proactive approach to service and support, including preventative maintenance (as further described in the table below) and routine repairs of phone instruments. If a service call is initiated prior to a scheduled site visit, the local technician may opt to perform preventative maintenance while on site following the repair activity.

### ON-SITE PREVENTATIVE MAINTENANCE COMMITMENT

Item	Description	Commitment
Preventative Maintenance	Pay Tel will schedule a Preventative Maintenance (PM) Visit to the Site a minimum of once per quarter to complete any open phone repairs and to inspect inmate telephones and related equipment as outlined in Pay Tel's Preventative Maintenance Checklist.	Scheduled PM Visit (minimum) once per quarter

*\* Pay Tel is not liable for penalties if preventative maintenance visit is cancelled or rescheduled by the Facility.*

### ISSUE INTAKE PROCESS/TIMELINE

When a service issue occurs, facility staff should contact Pay Tel's Technical Support to begin the issue intake process. The intake process is complete when a ticket is generated to capture the system issue.

Initial response at the time of intake will include: Assess the issue, determine course of action, assign issue priority level, engage necessary resources.

Intake Type	Definition	Intake Timeline
All Calls	All Calls to Tech Support 1-800-729-0644	<15 minutes
All Tickets	All tickets created through Client Portal or emailed to help@paytel.com	<2 hours

### PRIORITY LEVEL ASSIGNMENT/RESPONSE

Following intake and ticket creation, each reported issue will be assigned one of four priority levels. Pay Tel's commitment to every issue, regardless of priority level, is to diagnose the problem, determine the course of action and engage corrective action as quickly as possible. When needed, a local Pay Tel service technician will be dispatched to address the issue onsite at the facility.

Priority Level	Definition	Response Timeline
Low	Less than 10% of system is not responding	No later than next business day
Medium	Between 10% and 30% of system is not responding	<=8 hours, No later than next business day
High	Over 30% of system is not responding	<=4 hours, Same day
Urgent	Full system outage	<=2 hours, Same day

**Notes:**

- Technical Support Center will continue to monitor and update service tickets until the point of resolution.
- On-site commitments may be adjusted as agreed or required by the designated facility contact.
- Pay Tel reserves the right to elevate the priority level as defined above in order to escalate the response time if the outage impacts key areas or operational needs of the facility.



## WALTON COUNTY

### Georgia

#### Walton County Emergency Management Agency

1764 Highway 81  
Loganville, GA 30052  
Phone: 770-267-1336

Carl Morrow  
Director, EMA

To: Rhonda Hawk  
From: Carl Morrow  
Date: Aug-4-2025  
Ref: Debris Removal RFP Recommendation

Rhonda,

The Walton County Emergency Management Agency has completed its review of the proposals submitted for debris removal services. Seven companies submitted proposals, and each was evaluated using criteria set forth in the Request for Proposals.

Based on this evaluation, Walton County EMA has determined that **Southern Disaster Recovery, LLC (SDR)** offers the most advantageous proposal to meet the County's needs. This recommendation is made with confidence in their ability to deliver the required services effectively and in the best interest of Walton County.

Respectfully

Carl Morrow



## WALTON COUNTY

### Georgia

#### Walton County Emergency Management Agency

1764 Highway 81  
Loganville, GA 30052  
Phone: 770-267-1336

Carl Morrow  
Director, EMA

To: Rhonda Hawk  
From: Carl Morrow  
Date: Aug-4-2025  
Ref: Debris Monitoring RFP Recommendation

Rhonda,

The Walton County Emergency Management Agency has completed its review of the proposals submitted for debris monitoring services. Two companies submitted proposals, and each was evaluated using criteria set forth in the Request for Proposals.

Based on this evaluation, Walton County EMA has determined that **Thompson Consulting Services** offers the most advantageous proposal to meet the County's needs. This recommendation is made with confidence in their ability to deliver the required services effectively and in the best interest of Walton County.

Respectfully

Carl Morrow