



BOARD OF COMMISSIONERS REGULAR MEETING

Tuesday, March 07, 2023 at 6:00 PM

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

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

AGENDA

1. **PRESENTATIONS**
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. **PLANNING COMMISSION RECOMMENDATIONS**
 - 4.1. Denial of LU23010002 - Character Area change from Suburban to Neighborhood Residential/Rezone - Z23010001 - Rezone 7.02 acres from A1/B2 to R2 for 2 duplexes - Applicant: Mitch Linder/Owners: Phylis & Terry Linder - Property located at 7570 Hwy. 81/Bold Springs Church Rd/Map/Parcel C0580084 - District 1
5. **ADMINISTRATIVE CONSENT AGENDA** / *All items listed below are voted on by the board in one motion unless otherwise specified by the Board*
 - 5.1. Approval of February 7, 2023 Meeting Minutes
 - 5.2. Contracts & Budgeted Purchases of \$5000 or Greater
 - 5.3. Declaration of Surplus Property
 - 5.4. Ratification of Actions taken by WCWSA on February 6, 2023
 - 5.5. Walton Co. Healthcare Foundation Grant - Pharmaceutical Incinerator
 - 5.6. Fidelity Payment Services - Merchant Processing Application - Planning and Development
 - 5.7. Homeland Security Grant - Community Emergency Response Team (CERT)
 - 5.8. Agreement - 120Water - EPA Water Testing

6. RESOLUTIONS

[6.1.](#) Resolution - Judicial In Rem Tax Foreclosures

[6.2.](#) Resolution - New Opioid Settlements

7. DISCUSSION

7.1. Creation of Walton Co. Public Facilities Authority and appointments

7.2. County Manager's Report/Update

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

9. ANNOUNCEMENTS**10. EXECUTIVE SESSION****11. ADJOURNMENT**

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

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

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

For more information, please contact Rhonda Hawk.



Planning and Development Department Case Information

Case Number: LU23010002 and Z23010001

Meeting Dates: Planning Commission 02-02-2023

Board of Commissioners 03-07-2023

Current Zoning: A1/B2

Request: Change Character Area from Suburban to Neighborhood Residential & Rezone 7.02 acres to R2 for 2 duplexes

Address: 7570 Highway 81/Bold Springs Church Road

Map Number: C0580084

Site Area: 7.02 acres

Character Area: Suburban

District 1: Commissioner – Bo Warren Planning Commission – Josh Ferguson

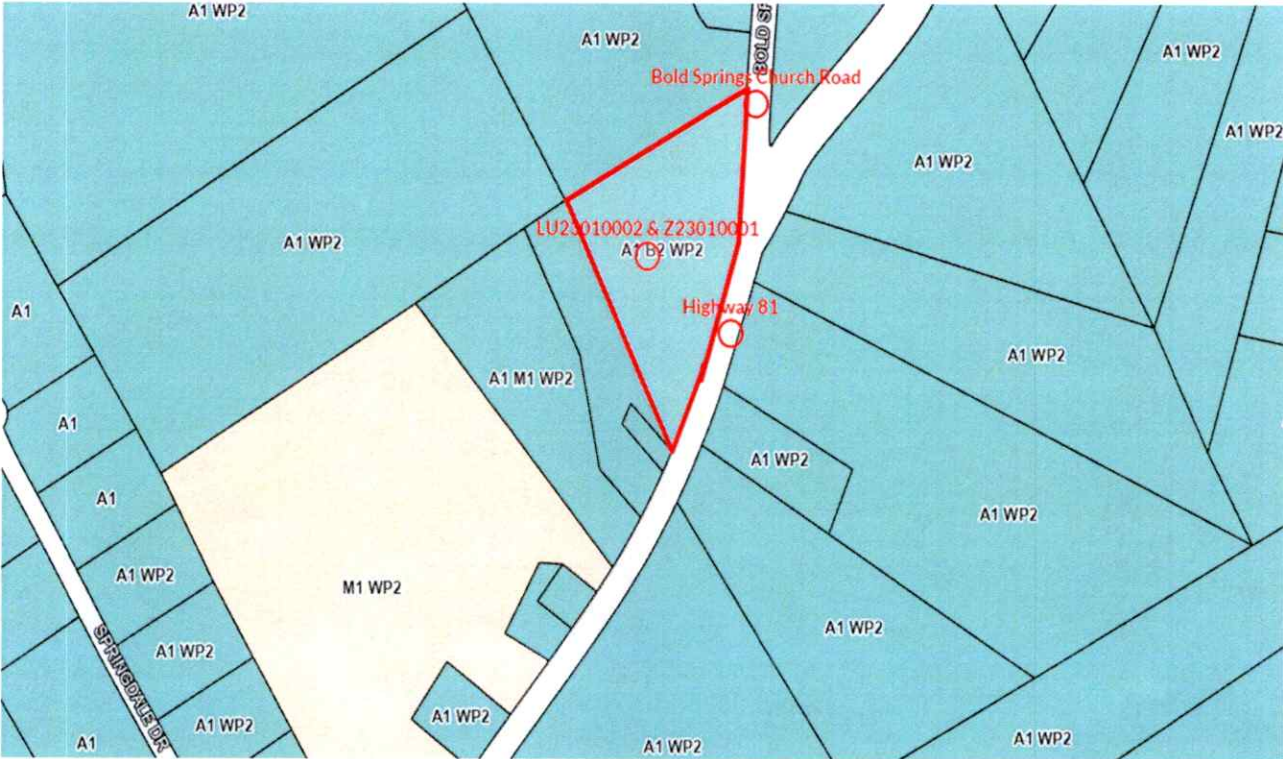
Applicant:
Mitch Linder
7590 Bold Springs Church Road
Monroe, Georgia 30656

Owner:
Phylis & Terry Linder
7590 Bold Springs Church Road
Monroe, Georgia 30656



Existing Site Conditions: This is a 7.02 acre property.

The surrounding properties are zoned as follows:



- North – A1 – C0580114 – Dwayne Miller – 12.4 acres
- North – A1 – C0580115 – Waymon Still, II – 10.88 acres
- North – A1 – C0580116 – John & Linda Steele – 2.87 acres
- North – A1 – C0580118 – Chuemee & Sue Thao – 8.43 acres
- South – A1 – C0580089D00 – John D Pittman – 22 acres
- West – A1 – C0580085A00 – Phylis Linder – 10.4 acres
- East – A1 – C0580082 – John Pittman – 3.2 acres
- East – A1 – C0580083 – John B Pittman – 0.36 acres

Staff Comments/Concerns: On May 8, 2018 - 25,500 sq. ft. of the 7.02 acre property was rezoned from A1 to B2 for a screen print/embroidery business with condition that any outside lighting be pointed downward and that the lights over the exterior doors

not exceed 150 watts. At the time of the May 8, 2018 Rezone the Character Area was Neighborhood Residential. When the 2022 Walton County Future Development Map was adopted the property reverted to Suburban.

History:

Z18020007	James W Britt	Rezone 25.500 sq ft acre from A1 to B2 for a screen print/embroidery business	C0580084 Bold Springs Church Road	Approved w/conditions
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Comments and Recommendations from various Agencies:

Public Works: Public Works has No Issue with Approval of this Request.

Sheriffs' Department: The Walton County Sheriff's Office is impacted by population growth and increased call for service. Any addition to the number of households will increase both population and the service demand of the Sheriff's Office. The average number of people per household is 2.8.

Water Authority: This area is currently served by a 10" water main along Highway 81 and Bold Springs Church Road. (static pressure: 65 psi, Estimated fire flow available: 2,500 gpm @ 20 psi). No system impacts anticipated.

Fire Department: Facility will affect the responding units in more call volume and possible rescue due to multifamily dwellings.

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

Shall comply with State of Georgia Fire Safety Minimums 120-3-3: One and two family dwellings shall have either a 2 hour fire wall separation or a fire sprinkler system.

Fire Hydrant shall be within 500'ft

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

Development Inspector: The driveway will need to be upgraded to county standard 3.15 commercial driveway.

DOT Comments: This will require permitting and coordination with GDOT.

Environmental Health: No comment received.

PC ACTION 2/2/2023:

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

The property consists of 7.02 acres of which a portion was rezoned to B2 but was never developed. There is currently one single family dwelling on the property which will remain on a 2-acre parcel; if approved the property will then be split into 2 additional 2-acre tracts to place a duplex on each.

Presentation: Mitch Linder represented the case and stated that his family owns the property. They would like to build 2 modern style homes which will be 4 units on the property. Each unit will be on a separate 2-acre parcel with the existing single-family dwelling on the remaining 2+/- acres.

Speaking: None

Recommendation: Josh Ferguson stated that he is concerned that this would start an unwanted precedence. The area is primarily single-family homes, and he is concerned about bringing in multi-family homes and for this reason he recommended denial with a second by John Pringle. The motion carried unanimously.

Rezone Application # Z23010001 Application to Amend the Official Zoning Map of Walton County, Georgia

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

Board of Comm Meeting Date 3-7-2023 at 6:00PM held at **WC Historical Court House**

You or your agent must be present at both meetings

Map/Parcel C0580084

Applicant Name/Address/Phone #

Property Owner Name/Address/Phone

Mitch LINDER

Phylis + TERRY LINDER

7590 Bold Springs Church RD

7590 Bold Springs Church ROAD

MONROE, GA 30656

MONROE, GA 30656

E-mail address: MitchLINDER@kw.com

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

Phone # (678) 858-1093

Phone # 678) 778-2087

Location: 7570 Hwy 81 Requested Zoning R2 Acreage 7.02

Existing Use of Property: RESIDENTIAL DWELLING

Existing Structures: 1 HOME

The purpose of this rezone is My hopes ARE TO Build Two Duplex Homes. ONE OF which my sons Family will LIVE IN.

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 [Handwritten Signature]

Date 12/28/22

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 B2 Surrounding Zoning: North A1 South A1
East A1 West A1

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

Commission District: 1- Bo Warren Watershed: Beaverdam Creek W-P2 TMP

I hereby withdraw the above application _____ Date _____

Character Area Map Amendment

Application # LU23010003

Planning Comm. Meeting Date 2-2-2023 at 6:00PM held at **WC Board of Comm. Meeting Room**
 Board of Comm. Meeting Date 3-7-2023 at 6:00PM held at **WC Historical Court House**
You or your agent must be present at both meetings

Please Type or Print Legibly

Map/Parcel C0580084

Applicant Name/Address/Phone #

Mitch LINDER
7590 Bold Springs church RD
MONROE, GA 30656

Phone # 678)858-1093

E-mail Address: mitchLINDER@kw.com

Property Owner Name/Address/Phone

Phylis LINDER + TERRY LINDER
7590 Bold Springs church ROAD
MONROE, GA 30656

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

678) 778-2087
 Phone # 678) 237-1677

Location: 7570 Highway 81 Acreage 7.02

Existing Character Area: SUBURBAN

Proposed Character Area: NEIGHBORHOOD RESIDENTIAL

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? YES WP2

Proposed Development: Single-family Multi-family Commercial Industrial

Proposed Zoning: R2 Number of Lots: 1 Minimum Lot Size: 2

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 [Handwritten Signature]

Date 12/28/22

Fee Paid \$ 250.00

January 16, 2023

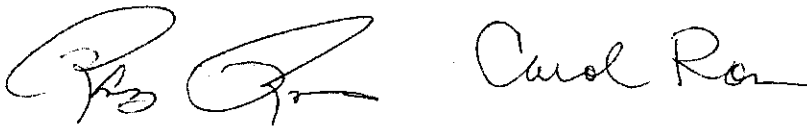
Randy & Carol Ross
7650 Bold Springs Church Road
Monroe, GA 30656

To Walton County Planning & Development:

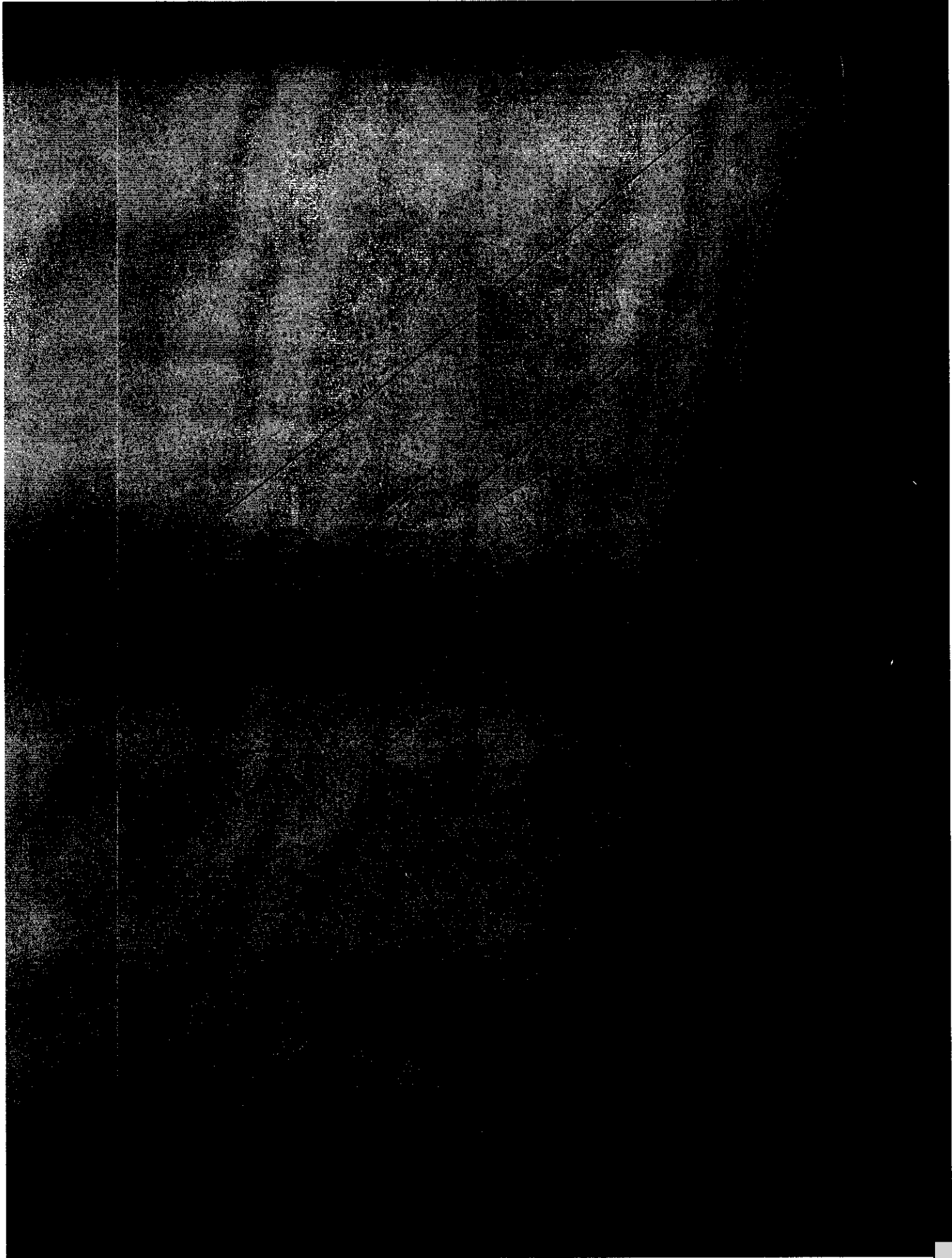
We live at 7650 Bold Springs Church Road, Monroe, GA 30656. At the next planning meeting, our neighbors, the Linder's, will be requesting rezoning of the property located at 7570 Highway 81 and this letter is show we are not opposed to that rezoning.

We believe the Linder's will make good decisions for improving the property.

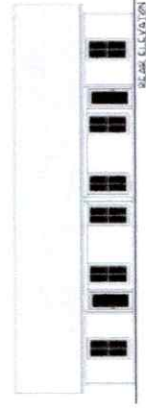
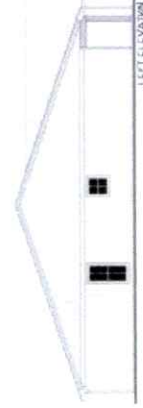
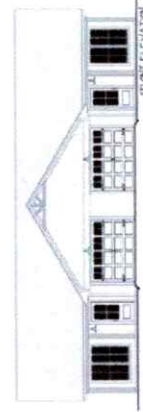
Regards,

Handwritten signatures of Randy and Carol Ross. The signature on the left is a stylized 'R' and 'C' for Randy and Carol. The signature on the right is 'Carol Ross' written in a cursive script.

Randy & Carol Ross



Country Craftsman Duplex House Plan with 3-bed, 2-bath Units



View this and more for this plan by visiting

www.architecturaldesigns.com/51923HZ

Need Help?

800-854-7852

Plan

51923H

Item 4.1.



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 HOMES AROUND THIS PROPERTY ARE ZONED A1. THE PROPERTY THAT WILL BORDER ALL SIDES ARE ALSO OWNED BY PHYLLIS LINDER.

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

I HAVE ATTACHED PICTURES OF THE DESIRED STYLE OF THE HOMES WE ARE WANTING TO BUILD. HOWEVER I AM VERY OPEN TO SIZE, STYLE OF THE UNITS.

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

THESE DUPLEX UNITS WILL BE CONSTRUCTED "TASTEFULLY" AND WILL NOT DIMINISH PROPERTY VALUES IN ANYWAY.

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

I BELIEVE THESE DWELLINGS WILL BRING VALUE TO THE COMMUNITY. I HOPE TO PROVIDE SEVERAL BEAUTIFUL HOMES FOR FAMILIES AND AT THE SAME TIME INVESTING IN MY FUTURE.

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

THIS LOCATION PROVIDES FAMILIES
EASY ACCESS TO ALL NECESSARY
FACILITIES AND ALSO EASY ACCESS FOR
MYSELF TO KEEP THE PROPERTY WELL
KEPT.

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

THIS PROPERTY HAS BEEN VACANT
FOR MANY YEARS.

AUTHORIZATION BY PROPERTY OWNER

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

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

Name of Applicant: Mitch LINDER

Address: 7590 Bold SPRINGS church ROAD

Telephone: (678) 858-1093

Location of Property: 7570 Highway 81
MONROE, GA 30656

Map/Parcel Number: C0580084

Current Zoning: R1 B2 WP2 Requested Zoning: R2

[Signature]
Property Owner Signature

[Signature]
Property Owner Signature

Print Name: Phylis LINDER

Print Name: TERRY LINDER

Address: 7590 Bold SPRINGS church RD

Address: 7590 Bold SPRINGS church RD

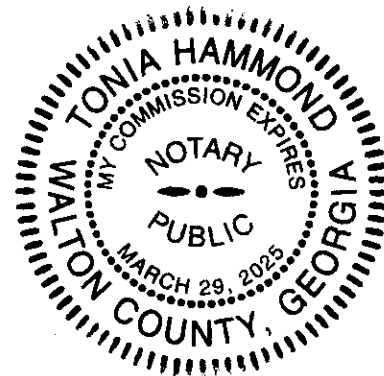
Phone #: (678) 778-2087

Phone #: 678-237-1677

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

12-20-22
Date



January 3, 2023

To Walton County Planning & Development:

Our family owns the property located at 7570 Highway 81, Monroe, GA 30656. We are interested in rezoning approximately ~~2~~^{1.82} acres to R2.

If granted the appropriate zoning our plan is to improve the property by building two multi-family homes as an investment in our future. The design we have chosen for the homes is a lovely one story with 3 bedrooms and 2 baths. The homes will be well crafted so to be low maintenance for both the dweller and the owner.

Thank you for your attention in this matter.



Phylis J Linder for the Linder family

LU23010002 and Z23010001



February 7, 2023

The Walton County Board of Commissioners held its regular monthly meeting on Tuesday, February 7, 2023 at 6:00 p.m. at the Historic Walton County Courthouse. Those participating in the meeting included Chairman David Thompson, Commissioners Bo Warren, Mark Banks, Timmy Shelnett, Lee Bradford, Jeremy Adams and Kirklyn Dixon, County Clerk Rhonda Hawk, Planning Director Charna Parker, Public Works Director John Allman, County Manager John Ward and County Attorney Chip Ferguson. A list of employees and citizens in attendance at the meeting is on file in the auxiliary file under this meeting date.

MEETING OPENING

Chairman Thompson called the meeting to order at 6:20 p.m. and led the Pledge of Allegiance. Commissioner Shelnett gave the invocation.

ADOPTION OF AGENDA

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

PLANNING COMMISSION RECOMMENDATIONS

Planning Director Charna Parker presented the Planning Commission recommendations.

Approval of CU22110013 - Event Facility - Applicant: Rheitta Ohene-Amoako/Owner: Orchard United Methodist Church Inc. - Property located at 1940 Hwy 81 - Map/Parcel C0510194 - District 3

Chairman Thompson opened the public hearing on the matter. Applicant Rheitta Ohene-Amoako spoke in favor of the conditional use. There was no one present to speak in opposition. Chairman Thompson closed the public hearing on the matter.

Motion: Commissioner Shelnett made a motion to approve per the Planning Commission recommendation. Commissioner Warren seconded the motion; voted and carried unanimously.

PLANNING & DEVELOPMENT

Alteration To Zoning Conditions AZ23010004 - Applicant: Bill Hartley/Owners: John, Jeremy, & James Mazzawi & Darin Wasileski - Property located at Hwy. 78 & Tommy Dillard Rd. - Map/Parcel C1780047A00 - District 4

Chairman Thompson opened the public hearing on the matter. Attorney Jeff Haymore with David Sellers Law firm presented a constitutional letter reserving rights of the applicant Bill Hartley. Mr. Haymore asked that conditions previously placed on the zoning be removed and the applicant be allowed access to the property from Tommy Dillard Road. Applicant Bill Hartley, Matt Mazzawi,

James Mazzawi, John Brewer and Bobby Beck spoke in favor of removing the conditions. There was no opposition. Chairman Thompson closed the public hearing on the matter.

Motion: *Commissioner Bradford made a motion that only condition number one, property be used for the requested purpose only, be removed. The motion died for lack of a second.*

Motion: *Chairman Thompson made a motion that access be allowed on Tommy Dillard Road. He further stated that 330 ft. is not enough road frontage for a decel lane to get into the property and it will stay B3 and is entitled to B3 uses. Commissioner Banks requested that the motion be amended, adding that no hazardous chemicals be stored on the premises. Chairman Thompson amended his motion per the request. Commissioner Banks seconded the motion. Chairman Thompson, Commissioners Warren, Banks, Shelnut and Adams voted in favor. Commissioners Bradford and Dixon opposed the motion. The motion carried 5-2.*

ADMINISTRATIVE CONSENT AGENDA

- 1. Approval of January 10, 2023 Meeting Minutes
- 2. Contracts & Budgeted Purchases of \$5000 or Greater
- 3. Ratifications of Actions taken by WCWSA on December 13, 2022
- 4. Fiscal Agent Designation/Acceptance Agreement – Partnership for Families, Children and Youth
- 5. Donation of Radar Equipment to Georgia Department of Public Safety
- 6. Ascension Program Management – Proposal – Grant Application and Administration for Hard Labor Creek Recreation Area
- 7. ACCG – Business Associate Agreement (HIPPA)

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

RESOLUTIONS

Resolution - Amending the Walton Co. Civil Service Personnel Rules and Regulations

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

PUBLIC WORKS

Proposed Increase in Solid Waste Fees

Public Works Director John Allman stated that the City of Monroe was increasing their solid waste fees. He presented a proposal to increase fees for green bags from \$1.50 per bag to \$2.00 per bag and increase scale rates at the recycling center from \$45 per ton to \$65 per ton to offset the rate increases.

Motion: *Commissioner Adams made a motion to increase the fees as proposed by Public Works.*

Chairman Thompson asked that he amend his motion to include an effective date. Commissioner Adams amended his motion for the rate increase to be effective in 30 days. Commissioner Warren seconded the motion and all voted in favor.

ACCEPTANCE OF BIDS/PROPOSALS

Proposal - Design Services for Walton Co. Employee Health Clinic - Precision Planning

Motion: Commissioner Shelnett made a motion, seconded by Commissioner Adams to accept the proposal from Precision Planning for Design Services for the Walton County Employee Health Clinic. All voted in favor.

DISCUSSION

County Manager's Report/Update

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

Decision on acquiring additional parking spaces for employees in downtown Monroe

Chairman Thompson proposed to lease 10 additional parking spaces for County Employee parking. The lease from Peters and Foster would be an annual lease at a cost of \$1000 per month.

Motion: Commissioner Adams made a motion to lease the additional spaces from Peters and Foster beginning April 1, 2023. Commissioner Dixon seconded the motion and all voted in favor.

PUBLIC COMMENT

There was no public comment.

EXECUTIVE SESSION

Motion: At 7:15 p.m., Commissioner Warren made a motion, seconded by Commissioner Adams to enter into Executive Session to discuss land acquisition. All voted in favor.

Motion: At 7:30 p.m., Commissioner Warren made a motion, seconded by Commissioner Adams to return to regular session. All voted in favor. There were no votes taken in Executive Session.

ADJOURNMENT

Motion: Commissioner Adams made a motion, seconded by Commissioner Dixon, to adjourn the meeting. The motion carried and the meeting was adjourned at 7:30 p.m.

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

under this meeting date.

DAVID G. THOMPSON, CHAIRMAN

RHONDA HAWK, COUNTY CLERK

Department	Fund	Description	Payee	Amount
Budget Year FY 23				

Various

Various		Replenish Funds in Worker's Comp Trust - January 2023 - For the Record	Walton County BOC	\$12,508.00
Various		Registration Fees for ACCG Annual Conference	Card Services	\$7,650.00
	100	Premium for February 2023 - For the Record	One America	\$31,271.04
	100	Premium for March 2023 - For the Record	One America	\$32,654.36

Other Finance

9610	610	Replenish Funds in Health Benefits Trust - For the Record	Walton County Health Benefits Trust	\$500,000.00
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Elections

1401	100	Security Carts (12) & Plastic Shelf Liners (36)	Uline	\$9,774.03
	100	Prime voter Smart Card (1,000), Blank Ballot Stock (150), and ICP sheets (10)	Dominion Voting	\$18,620.00

Data Processing/MIS

1535	100	Lenovo 15 G3 Laptops (15)	Byte Speed	\$13,200.00
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Human Resources

1540	100	Premium for March 2023 - For the Record	Anthem Blue Cross	\$8,240.09
	100	EAP	CorpCare Assoc.	\$6,270.00

Judicial BLDG - SPLOST 2019

1565.19	323	2022 Ford Explorer 4wd	Wade Ford, Inc	\$33,965.00
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Superior Court

2180	100	Jury Fees	Clerk, Walton Superior Court	\$25,000.00
	100	Roller Shelving and Insatllation	Patterson-Pope	\$17,002.35
	100	Various Indexes Purchased	Clyde Castleberry	\$6,427.50

Juvenile

2600	100	Indingent Defense	Law Office of Weston Maffit	\$6,268.50
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Jail

3325	100	Monitoring and Activation for Ankle Monitoring -January 2022	Joe Ray Bonding	\$11,387.50
	100	Labor Variance - November 2022	Correct Health	\$66,883.04
	100	Labor Variance - December 2022	Correct Health	\$73,978.67
	100	Specialty Care Coverage for Inmate Medical	Correct Health	\$5,537.32
	100	Housed out Inmates - September 2022	Washington County BOC	\$8,030.00
	100	Housed out Inmates - January 2023	Washington County BOC	\$22,385.00
	100	Inmate Medical - March 2023	Correct Health	\$111,298.55
	100	Inmate Medical - April 2023	Correct Health	\$111,298.55
	100	Inmate Medical	Correct Health	\$12,713.90

Sheriff

3300	100	Smoke Grenades	Archer Wholesale	\$8,207.80
	100	Various Cleaning Supplies	Galco Industrial Safety & Supply	\$5,372.00
	100	Equipment for 2023 Dodge Charger	West Chatham Warning Devices, Inc	\$8,507.98
	100	Narcan-Naloxone Nasal Spray (120)	Bound Tree Medical	\$7,846.80
	100	Taser Bundle Kits (7)	Axon Enterprise, Inc	\$49,985.10

Sheriff-SPLOST 2019

323		4450I Copy Machine	Milner Technologies	\$6,900.00
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Forfeited Drug

3333	211	2023 Dogdge Charger Police Pursuit Car	Ginn Chrysler Jeep Dodge	\$38,435.00
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Fire				
3520.270	270	Various Parts for Vehicle	Yancey Brothers Co	\$7,251.21
	270	Various Sizes of Gloves	Quadmed, Inc	\$5,385.00
	270	Water Meter Install at FireStation # 7	Walton County Water Department	\$11,750.00
EMS				
3610	531	Ambulance Billing -January 2023	Emergency Billing, LLC	\$18,157.92
Coroner				
3700	100	ECO 500F Incenerator	ECO Concepts, LLc	\$32,050.00
Hard Labor Creek				
4405	508	Professional Services - Bill thru January 31, 2023 - For the Record	Precision Planning	\$5,679.19
	508	Professional Services - January 1, 2023 - January 31, 2023 - For the Record	Atkinson/Ferguson, LLC	\$1,102.50
	508	2023 HLC Monitoring 2023 - For the Record	Nelson environmental	\$2,713.75
	508	Hard Labor Creek O&M - For the Record	Precision Planning	\$10,150.78
HLC Water Treatment Facility				
4430	504	Professional Engineering Services - December 31 2022 - January 27, 2023 - For the Record	Jacobs Engineering	\$5,090.55
	504	Professional Services - Bill thru January 31, 2023 - For the Record	Precision Plannning	\$32,147.50
	504	Professional Engineering Services - December 31, 2022 - January 27, 2023 - For the Record	Jacobs Engineering	\$35,080.83
Water				
4446	507	Pipe Resupply for Repairs, Tubing & Clamps	Consolidated Pipe & Supply Co	\$10,372.00
	507	Restock Supplies for Meter Repairs and Installs	Delta Municipal Supply Co	\$46,666.00
	507	Meters, Supplies	Delta Municipal Supply Co	\$6,242.90

507		Unleaded Gas and Diesel	Stephens Oil Company	\$6,020.63
507		Outsourcing and Postage for Bills	Arista Information Systems, Inc	\$9,929.13
507		Water, Testing	Cornish Creek Water Fund	182,338.00
507		Tank Service for Various County Roads	Utility Service Co	11,003.77
507		Water used form Ozora Road	Gwinnett County Department of Water Resources	12,514.01
507		Sewerage Fees	City of Walnut Grove	5,189.84
507		Sod	Super Sod	5,000.00
507		Portable Cordless Hydrant & Gate Valve	USA BlueBook	5,450.00

Water Authority Operation

4447	507	Repair of Kubota Excavator	Lashley Tractor Sales	6,059.58
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Solid Waste

4530	540	Tipping Fees - January	City of Monroe Public Works	\$21,669.82
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Park Areas

6220	100	Tree and Stump Removal - Criswell Park	Premier Tree & Shrub Care, LLC	\$5,895.00
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Park Areas - SPLOST 2019

6220.19	100	2023 Isuzu NPR Landscape Truck	Bellamy Automotive Group, Inc	\$72,533.00
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\$1,851,060.99

Walton County Department Agenda Request

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

Department Head/Representative: **Hank Shirley**

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

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

If so, When?

TOPIC: **Surplus**

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

This Request: **Informational Purposes Only**

Needs Action by Commissioners* Yes

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

Department Comments/Recommendation:

Additional Documentation Attached? **Yes**

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

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

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

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

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

Approved in current budget?

Budget information attached?

Comments:

Purchasing Department Comments:

County Attorney Comments:

Chairman's Comments:

Walton County Miscellaneous Surplus

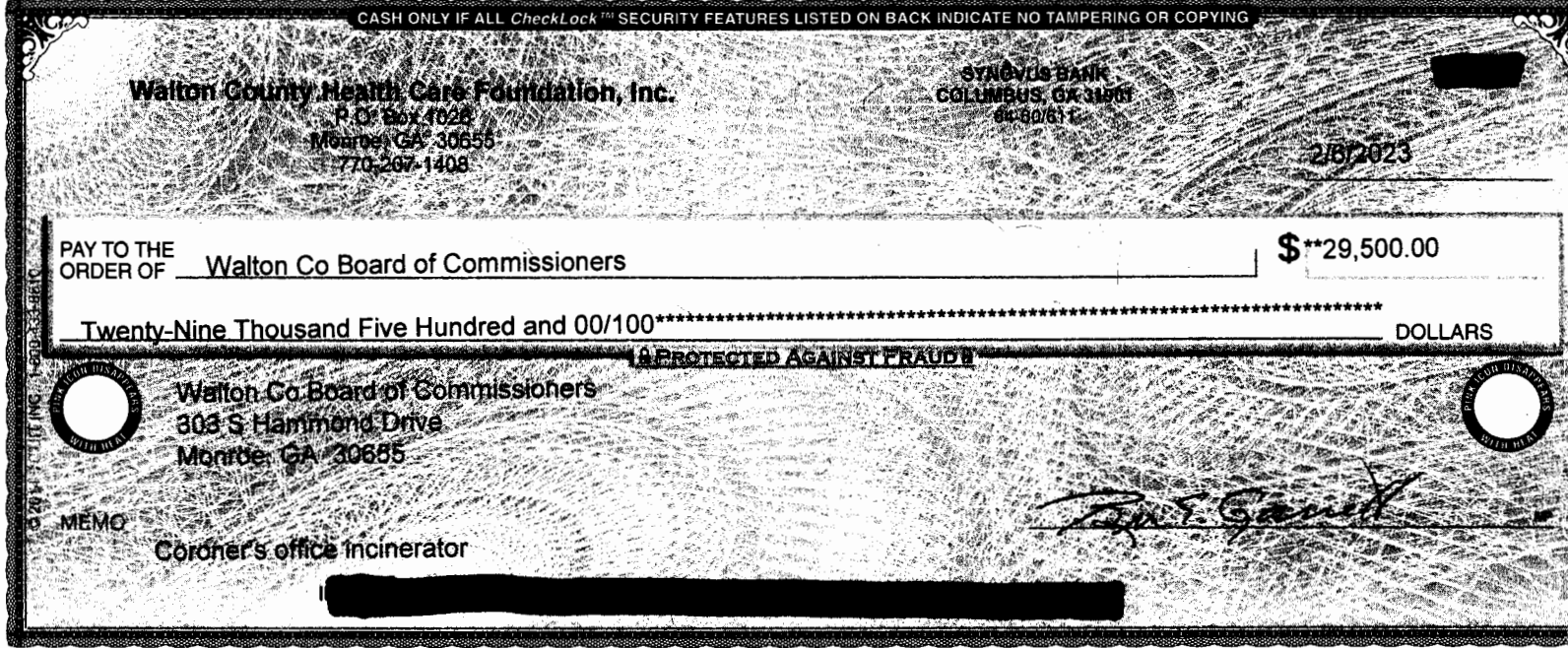
Item 5.3.

Items released as County Surplus Property on 7th day of March, 2023.

QTY	Dept. or ID #	Description (make/model/year if Applicable)	Serial / V.I.N.
6	Tax & Tag	Rolling Chairs	
1	Tax & Tag	Tally T6215 Copier	B21C09 7653
1	Tax & Tag	Tally T6215 Copier	B21C09 7654
1	Tax & Tag	Brother Fax Machine Model 2800	656577L2J805061
1	Tax & Tag	RS Currency Counter RBC-1002	10003960
1	Tax & Tag	Tally Printer MT150/9	1610743
1	Tax & Tag	Biz Hub Copier Di3010F	31735902
1	Tax & Tag	Desk	
2	Superior Court	Desk Hutches	
1	Planning & Dev	2002 Ford F150 4x4 Ext Cab Veh# 02-1	1FTRX18W42NA22719
1	Planning & Dev	2004 Ford F-150 Veh# 4930	2FTRF17214CA14930
1	Planning & Dev	2007 Ford F-150 Veh# 2012	1FTRF12217KC36679
1	Tax Assessors	Sofa	
1	Superior Court	Shaw Walker Fire Proof File Cabinet	
1	Superior Court	IBM Electric Typewriter	
1	Superior Court	Cannon Tabletop Copier	
1	Superior Court	HP LaserJet 4100 Printer	
2	911	Office Chairs	
1	Magistrate	Air Purifier	
1	Facilities	2006 Ford Ranger	1FTYR10D86PA54423
1	Facilities	2001 Ford F-350	1FDSF3F34561EA42872
1	Facilities	2003 Ford F-150	1FTRX17W43NB46038
1	Facilities	2004 Ford Taurus	1FAFP52U84A189540

**Summary of Actions Taken at the February 6, 2023 Meeting of the
Walton County Water and Sewerage Authority**

- Consider Adoption of Meeting Agenda – **APPROVED**.
- WCWSA Review/Approval of December 13, 2022 Meeting Minutes – **APPROVED**
- Water Treatment and Transmission System Facilities:
 - **Water Transmission System Design Services RFQ:** Consider Executive Committee recommendation to shortlist and request competitive pricing from the three highest ranked firms for engineering design services related to the proposed water transmission system improvements under Phase I. – **APPROVED – selection of Prime Engineering, Engineering Strategies, and Carter & Sloope to submit competitive cost proposals**
 - **Water Treatment Facility Design Services Proposal:** Review and consider approval of the detailed Scope of Work and Not-to-Exceed Fee Proposal from Jacobs Engineering for engineering design, permitting and construction phase services on the proposed 16 MGD Water Treatment Facility; subject to final legal review of final contract terms and conditions. – **APPROVED – subject to final legal review**
- Dam and Reservoir Management:
 - Consider authorization for Precision Planning to solicit pricing for 2023 Dam Mowing Services – **AUTHORIZED**



Walton County Health Care Foundation, Inc. [REDACTED]

Walton Co Board of Commissioners Coroner's office incinerator 2/6/2023 29,500.00

Synovus Coroner's office incinerator 29,500.00

MERCHANT PROCESSING APPLICATION

Agent Name: _____

NEW ACCOUNT **ADDITIONAL LOCATION - Existing MID #:** _____

BUSINESS INFORMATION:

Business Corporate Name **Board of Commissioners of Walton County**

Business DBA **Department of Planning and Development**

Location Address **303 S. Hammond Drive, #98**

City **Monroe** | State **GA** | Zip **30655**

Mailing Address **111 S. Broad Street**

City **Monroe** | State **GA** | Zip **30655**

Phone # **7702671354** | Fax # _____ | TollFree # **N/A**

Website Address **www.waltoncountyga.gov** | Email address **cparker@co.walton.ga.us**

Ownership Type: Corporation Partnership Sole Proprietor

Business Start Date **N/A** | Tax ID # (9 digits) **5 8 6 0 0 0 9 0 2**

Account DDA # **2054943659** | Bank Routing # **061100606** Voided check submitted

Description of Goods/Services Sold **N/A**

Average days between transaction and delivery **N/A**

Do you drop ship? yes no For how many days is your refund policy? _____

SIGNER INFORMATION:

Signer Name **David Thompson** | Title **Chair**

Signer Home Address **N/A**

City **N/A** | State **N/A** | Zip **N/A**

Signer Home Phone # **N/A** | Cell # **N/A**

Social Security # **N/A** | Date of Birth **N/A**

Do you currently accept AMEX?

Yes Existing American Express Account Number: **N/A**
 No Would you like to apply for a new AMEX account? yes no

Additional Services

ACH
 Check21
 Gift/Loyalty Cards

Do you accept EBT? yes no please provide EBT # **N/A**

CREDIT CHECK CONSENT: BY SIGNING BELOW, I THE UNDERSIGNED REPRESENT THAT I HAVE READ AND AM AUTHORIZED TO SIGN AND SUBMIT THIS APPLICATION ON BEHALF OF THE BUSINESS IDENTIFIED ABOVE AND ALL INFORMATION I HAVE PROVIDED HEREIN IS TRUE, COMPLETE, AND ACCURATE. I AUTHORIZE FIDELITY PAYMENT SERVICES TO COLLECT, STORE AND DISCLOSE THE INFORMATION IN THIS

APPLICATION INCLUDING BY REQUESTING REPORTS FROM CONSUMER REPORTING AGENCIES IN ORDER TO ASSESS THIS APPLICATION AND ITS ONGOING RELATIONSHIP WITH THE BUSINESS.

IMPRINTER: I UNDERSTAND THAT AS PER THE CARD ASSOCIATION REGULATIONS, IF I ACCEPT CREDIT CARDS IN A "CARD PRESENT" ENVIRONMENT, I AM REQUIRED TO HAVE A MANUAL IMPRINTER FOR INSTANCES WHERE A CARD WILL NOT SWIPE AND THE CARD DETAILS HAVE TO BE KEYED IN. I AM ALSO AWARE THAT I CAN OBTAIN AN IMPRINTER FROM FIDELITY PAYMENT SERVICES AND IT IS MY RESPONSIBILITY TO REQUEST ONE IF NEEDED.

ACH CONSENT: BY SIGNING BELOW, I AUTHORIZE FIDELITY PAYMENT SERVICES TO DEBIT VIA ACH THE DESIGNATED ACCOUNT, AS SPECIFIED ELSEWHERE IN THIS APPLICATION, AT THE BANK SPECIFIED ELSEWHERE IN THIS APPLICATION OR AT ANY OTHER FINANCIAL INSTITUTION FOR ANY AMOUNT BUSINESS OWES FIDELITY PAYMENT SERVICES UNDER THIS AGREEMENT OR UNDER ANY OTHER CONTRACT, NOTE, GUARANTY, INSTRUMENT OR DEALING OF ANY KIND NOW EXISTING OR LATER ENTERED INTO BETWEEN THE BUSINESS AND FIDELITY PAYMENT SERVICES, WHETHER SUCH OBLIGATION IS DIRECT, INDIRECT, PRIMARY, SECONDARY, FIXED, CONTINGENT, JOINT OR SEVERAL. IN THE EVENT FIDELITY PAYMENT SERVICES DEMANDS SUMS DUE OR SUCH ACH DOES NOT FULLY REIMBURSE FIDELITY PAYMENT SERVICES FOR THE AMOUNT OWED, THE BUSINESS WILL IMMEDIATELY PAY FIDELITY PAYMENT SERVICES SUCH AMOUNT.

TERMS AND CONDITIONS: I HAVE READ, UNDERSTOOD AND AGREE TO THE TERMS AND CONDITIONS APPLICABLE TO A MERCHANT POSTED TODAY AT THE FIDELITY PAYMENT SERVICES WEB SITE WWW.FIDELITYPAYMENT.COM/TERMSANDCONDITIONS - A PAPER COPY OF SUCH TERMS AND CONDITIONS IS AVAILABLE TO YOU UPON REQUEST.

Signature: | Date: _____

Print Name: **David Thompson**

Sales Office _____ Print Sales Rep Name _____ Sales ID# _____
Merchant Number _____ Sales Rep. Signature _____ Phone #: _____

I. BUSINESS INFORMATION

Client's Business Name (Doing Business As): Walton County Dept. of Planning and Development
Client's Corporate/Legal Name (Use Also For Headquarter's Information): Board of Commissioners of Walton County
Business Address: 303 S. Hammond Drive, #98
Billing Address (If Different Than Location Address): 111 S. Broad Street
City: Monroe State: GA Zip: 30655
City: Monroe State: GA Zip: 30655
Location Phone #: 770-267-1354 Location Fax #: 770-267-1400 Contact Name: Charna Parker
Business E-mail Address: cparker@co.walton.ga.us Contact Fax # / E-mail Address: cparker@co.walton.ga.us
Business Website Address: www.waltoncountygga.gov Contact Phone #: 770-267-1354
Date Business Started: N/A Send Retrieval Requests to: [] Business Location [] Corp/Legal Location
Send Merchant Monthly Statement to: [] Business Location [] Corp/Legal Location
Customer Service Phone #: 770-267-1354 Customer Service E-mail Address: cparker@co.walton.ga.us Statement Delivery Method: (choose one) [] Print and Mail [] Online via AccessOne
[] INDIVIDUAL/SOLE PROPRIETORSHIP: State in which Certificate of Assumed Name Filed: _____ State: _____
[] CORPORATION - CHAPTER S, C State: _____
[] MEDICAL OR LEGAL CORPORATION State: _____
[] TAX EXEMPT ORGANIZATION (501C) State: _____ [X] GOVERNMENT (Federal, State, Local)
[] INTERNATIONAL ORGANIZATION Location Filed: _____
[] LIMITED LIABILITY COMPANY State Filed: _____
[] ASSOCIATION/ESTATE/TRUST State Filed: _____ [] PARTNERSHIP State Filed: _____
Name (as it appears on your income tax return) N/A FEDERAL TAX ID # (as it appears on your income tax return)
[] I certify that I am a foreign entity/nonresident alien. (If checked, please attach IRS Form W-8.)

NOTE: Failure to provide accurate information may result in a withholding of merchant funding per IRS regulations. (See Part IV, Section A.4 of your Program Guide for further information.)

*SIC/MCC: _____ Final Auth. Indicator: [] 0 (Pre Auth.) [] 1 (Final Auth.) IATA/ARC: _____ (MCC 4722 Only)

Note: *If your business is classified as High Risk and assigned (or is later assigned based upon your business activity) any of the following Merchant Category Codes (MCC): 5966, 5967 and 78411, then registration is required with Visa and/or Mastercard within 30 days from when your account becomes active. An Annual Registration Fee of \$500 may apply for Visa and/or Mastercard (total registration fees could be \$1,000.00). Failure to register could result in fines in excess of \$10,000.00 for violating Visa and/or Mastercard regulations2.
1Registration for MCC 7841 is only required for non-face-to-face adult content.
2Information herein, including applicable MCCs, is subject to change.

Detailed Explanation of Type of Merchandise, Products or Services Sold: Government permitting, planning, and development

2. ADDITIONAL CREDIT / SITE SURVEY INFORMATION - ALL MERCHANTS

1. Zone: [] Business District [] Industrial [] Residential
2. Location: [] Mall [] Office [] Home [] Shopping Area
[] Apartment [] Isolated [] Door-to-Door
[] Flea Market [] Other
3. How many employees: _____
4. How many registers/Terminals: _____
5. Is proper license visible? [] Yes
[] No, explain: _____
6. Where is the merchant name displayed at the site?
[] Window [] Door [] Store Front
7. Merchant Occupies: [] Ground Floor [] Other: _____
8. # of Floors/Levels: [] 1 [] 2-4 [] 5-10 [] 11+
9. Remaining Floor(s) Occupied by:
[] Residential [] Commercial [] Combination [] None
10. Approximate Square Footage:
[] 0-250 [] 251-500 [] 501-2,000 [] 2,001 plus
11. Are customers required to leave a deposit?
[] No [] Yes If Yes, % of deposit required: _____%
12. Return Policy: [] Full Refund [] Exchange Only [] None
13. Do you have a refund policy for Mastercard/Visa/Discover® Network - PayPal/American Express OptBlue® Sales?
[] Yes [] No If yes, check one:
[] Exchange [] Mastercard/Visa/Discover Network - PayPal/ American Express OptBlue® Credit
If Mastercard/V/Discover Network - PayPal/American Express OptBlue® Credit, within how many days do you submit credit transactions?
[] 0-3 [] 4-7 [] 8-14 [] Over 14
14. Advertising Method (Attach at least one):
[] Catalog [] Brochure [] Direct Mail [] TV/Radio
[] Internet [] Phone [] Newspaper/Journals [] Other
Marketing Materials required for Mail Order, B to B, Internet over \$1 Million in annual volume. Attach Web Page for Internet Merchant.
15. Previous Processor: _____
16. Check Reason For Leaving: [] Rate [] Service [] Terminated [] Other: _____
Mail/Telephone Order/Business to Business/Internet Information (All Questions must be Answered)
1. What is the time frame from transaction to delivery? (% of orders delivered in):
0-7 days _____% + 8-14 days _____% + 15-30 days _____% + 31-90 days _____% + 91-180 days _____% + over 180 days _____% = 100%
2. Mastercard/Visa/Discover Network - PayPal/American Express OptBlue® sales are deposited (check one):
[] Date of order [] Date of delivery [] Other (specify): _____
3. Does any of your cardholder billing involve automatic renewals or recurring transactions (i.e., cardholder authorizes initial sale only)? [] Yes [] No

3. OWNERS / PARTNERS / OFFICERS

Provide the following information for each individual who owns, directly or indirectly, 25% or more of the equity interest of your business.

OWNER / PARTNER / OFFICER 1				OWNER / PARTNER / OFFICER 2			
Name: (First, MI, Last)		% Ownership:		Name: (First, MI, Last)		% Ownership:	
Title:		Telephone #:		Title:		Telephone #:	
Home Address: (No P.O. Box)				Home Address: (No P.O. Box)			
City:	State:	Zip:	Country:	City:	State:	Zip:	Country:
D.O.B.:		Social Security #:		D.O.B.:		Social Security #:	
DL #:		State:		DL #:		State:	
OWNER / PARTNER / OFFICER 3				OWNER / PARTNER / OFFICER 4			
Name: (First, MI, Last)		% Ownership:		Name: (First, MI, Last)		% Ownership:	
Title:		Telephone #:		Title:		Telephone #:	
Home Address: (No P.O. Box)				Home Address: (No P.O. Box)			
City:	State:	Zip:	Country:	City:	State:	Zip:	Country:
D.O.B.:		Social Security #:		D.O.B.:		Social Security #:	
DL #:		State:		DL #:		State:	

4. SETTLEMENT INFORMATION

Deposit Bank: _____

Transit/ABA #: _____ Deposit Account #: _____

ACH Detail Flag: Individual Combined Separate (defaults to Combined if option not selected)

5. TRANSACTION INFORMATION

FINANCIAL DATA				WHERE IS SALE TRANSACTED? (Must = 100%)	
Gross YEARLY Sales Volume (Cash + Credit + Debit + Check)	\$ _____	Avg. Mastercard/Visa/Discover Network- PayPal Ticket (Estimate If Never Processed in Past)	\$ _____	Store Front/Swiped	_____ %
Average YEARLY Mastercard/Visa Volume	\$ _____	Avg. American Express OptBlue® Ticket (Estimate If Never Processed in Past)	\$ _____	Internet	_____ %
Average YEARLY Discover Network- PayPal Volume	\$ _____	Highest Ticket Amount	\$ _____	Mail Order	_____ %
Average YEARLY American Express OptBlue® Volume	\$ _____			Telephone Order	_____ %
Seasonal? <input type="checkbox"/> No <input type="checkbox"/> Yes High Volume Months Open: _____				Total	100%

6. GRID INFORMATION - INTERNAL USE ONLY

AUTHORIZATION GRID ID#: _____ USER DEFINED GRID ID#: _____ MFC GRID ID#: _____ 8-pos. Alpha/Numeric

Mastercard TIERED GRID ID _____ 8-pos. Alpha/Numeric	Visa TIERED GRID ID _____ 8-pos. Alpha/Numeric	DISCOVER NETWORK - PayPal TIERED GRID ID _____ 8-pos. Alpha/Numeric	AMERICAN EXPRESS OptBlue® TIERED GRID ID _____ 8-pos. Alpha/Numeric
Mastercard CREDIT MPG ID _____ 8-pos. Alpha/Numeric	Visa CREDIT MPG ID _____ 8-pos. Alpha/Numeric	DISCOVER NETWORK - PayPal CREDIT MPG ID _____ 8-pos. Alpha/Numeric	
Mastercard DEBIT MPG ID _____ 8-pos. Alpha/Numeric	Visa DEBIT MPG ID _____ 8-pos. Alpha/Numeric	DISCOVER NETWORK DEBIT MPG ID _____ 8-pos. Alpha/Numeric	AMERICAN EXPRESS OptBlue® CREDIT MPG ID _____ 8-pos. Alpha/Numeric

7. SERVICE FEE SCHEDULE

Accept all Mastercard, Visa, Discover Network and American Express OptBlue® Transactions (presumed, unless any selections below are checked)

Mastercard	Visa	Discover Network	American Express OptBlue®
<input type="checkbox"/> Mastercard Credit Transactions	<input type="checkbox"/> Visa Credit Transactions	<input type="checkbox"/> Discover Network Credit Transactions	<input type="checkbox"/> American Express Credit Transactions
<input type="checkbox"/> Mastercard Non-PIN Debit Trans.	<input type="checkbox"/> Visa Non-PIN Debit Trans.	<input type="checkbox"/> Discover Network Non-PIN Debit Trans.	
		Discover Network - PayPal	
		<input type="checkbox"/> Discover Network - PayPal Credit Transactions	
<input type="checkbox"/> Discount Collected	<input type="checkbox"/> Daily	<input type="checkbox"/> Monthly	

7. SERVICE FEE SCHEDULE (cont'd)

Table with columns: Discount, MPG TXN Fee, Card Type (Mastercard, Visa, Discover, American Express), and Card Qualification (Qual Credit, Mid-Qual Credit, Non-Qual Credit, etc.).

ERR

Table with columns: Discount, Non-Qual Fees, Card Type, and Card Qualification. Shows 2.95% rates for various cards.

Pass Through Interchange

Net Only - Includes Dues and Assessments Gross Only - Includes Dues and Assessments

Table with columns: Discount (Based on Gross Sales Vol.), Card Type, and Card Qualification. Shows pass-through rates for various cards.

Other Item Rate

Table with columns: Card Type, Card Qualification, and Item Rate. Shows rates for Mastercard Credit and Debit.

Other Volume %

Table with columns: Card Type, Card Qualification, and Volume Percentage. Shows volume percentages for various cards.

PIN Debit

Pass Through Debit Network Fees Other Item Rate \$ (per item) Other Volume Percent % (per item)

Fleet

WEX: Other Item Rate \$ (per item) Voyager: Qual % Other Item Rate \$ (per item)

TeleCheck

In-Person Warranty Mail Order Warranty Single Hold Check Warranty Multiple Hold Check Warranty In-Person Paper Warranty C.O.D. Warranty
SE # Inquiry Rate % Per TXN Fee \$ Stmt/Processing Fee \$ Dec. Risk Surcharge %
Monthly Minimum Fee \$ (Per Location) Customer Requested Operator Call (CROC) \$ Unauthorized Return Fee \$

Miscellaneous Fees

Table with columns: Fee Type (Dues and Assessments, Sales Transaction Fee, EBT - Food Stamps, etc.), Amount, and Card Type.

7. SERVICE FEE SCHEDULE (cont'd)

O_WF_R_2407		O_	
Authorization & Capture Transaction Fees		First Data Payeezy SM Gateway Services	
Mastercard/Visa Auth & Capture Fee:	\$ _____ (per item)	<input type="checkbox"/> Payeezy Gateway Participation	
Discover Network PayPal Auth & Capture Fee:	\$ _____ (per item)	Payeezy Gateway Effective Date:	_____
American Express OptBlue [®] Auth & Capture Fee:	\$ _____ (per item)	Payeezy Gateway One Time Setup Fee	\$ _____ (one time)
American Express Pass Through (existing) SE #:	_____	Payeezy Gateway Monthly Fee	\$ _____ (monthly)
Voice Authorization	\$ _____ (per item)	Payeezy Gateway Auth Fee	\$ _____ (per item)
Electronic AVS Fee	\$ _____ (per item)	Payeezy Gateway AVS Fee	\$ _____ (per item)
Voice AVS Fee	\$ _____ (per item)	Payeezy PayPal Auth Fee	\$ _____ (per item)
ARU Fee	\$ _____ (per item)	Payeezy PayPal Sale Fee	\$ _____ (per item)
		Payeezy PayPal Return Fee	\$ _____ (per item)
First Data Payeezy SM Gateway Services Telecheck			
Payeezy Gateway TeleCheck Auth Fee	\$ _____ (per item)	Payeezy Gateway TeleCheck Deposit Fee	\$ _____ (per item)
		Payeezy Gateway TeleCheck Adjustment Fee	\$ _____ (per item)
User Defined Grid Fees		TIN/TFN & Regulatory Product Fees	
Wireless Monthly Service Fee	\$ _____	Supplies: _____	\$ _____
AccessOne Fee	\$ _____	Other: _____	\$ _____
Customer Service Fee	\$ _____	Other: _____	\$ _____
Debit Access Fee	\$ _____	Other: _____	\$ _____
		Reg. Product Fee	(Monthly) \$ _____
		TIN/TFN Invalid	(Monthly) \$ _____
		Website Usage	(Per Item) \$ _____
Merchant Fee Control Grid Fees			
Annual Fee	\$ _____	Other: _____	\$ _____
Month	_____	<input type="checkbox"/> Per item <input type="checkbox"/> Monthly <input type="checkbox"/> Annually	Month _____ <input type="checkbox"/> Per item <input type="checkbox"/> Monthly <input type="checkbox"/> Annually
Commercial Card Interchange Service Fee _____% (See Program Guide for details regarding Commercial Card Interchange Service.)			
Pass Visa BIN/ICA Fee (Note: this fee can be used for Shared Systems Only)	<input type="checkbox"/> Yes <input type="checkbox"/> No	Visa BIN/ICA Fee Surcharge	(Per Item) \$ _____
Pass Visa Staged Digital Wallet Fee	<input type="checkbox"/> Yes <input type="checkbox"/> No	Visa Staged Digital Wallet Fee Surcharge	(Per Item) \$ _____
Pass Visa B2B Virtual Service Fees	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Pass Visa File Transmission Fee	<input type="checkbox"/> Yes <input type="checkbox"/> No	Visa File Transmission Transaction Fee Surcharge	(Per Item) \$ _____
Pass Visa Acquirer Credit Voucher Data Processing Fee	<input type="checkbox"/> Yes <input type="checkbox"/> No	Visa Acquirer Credit Voucher Data Processing Fee Surcharge	(Per Item) \$ _____
Pass Visa Acquirer Data Processing International Return Fee Credit:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Visa Acquirer Data Processing International Return Fee Credit Surcharge	(Per Item) \$ _____
Pass Visa Acquirer Data Processing International Return Fee Debit:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Visa Acquirer Data Processing International Return Fee Debit Surcharge	(Per Item) \$ _____
Pass Visa AFD Non Participation Fee	<input type="checkbox"/> Yes <input type="checkbox"/> No	Visa AFD Non Participation Fee Surcharge	(Per Item) \$ _____
Pass Visa International Acquirer Processing Fee Credit	<input type="checkbox"/> Yes <input type="checkbox"/> No	Pass Visa International Acquirer Processing Fee Debit	<input type="checkbox"/> Yes <input type="checkbox"/> No
Pass Visa Account Verification International, Credit and Debit Fee	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Pass Visa APF Domestic Debit Auth Reversal Fee	<input type="checkbox"/> Yes <input type="checkbox"/> No	Pass Visa APF Domestic Credit Auth Reversal Fee	<input type="checkbox"/> Yes <input type="checkbox"/> No
Pass Visa APF International Debit Auth Reversal Fee	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Pass Visa APF International Credit Auth Reversal Fee	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Pass Visa Data Consistency Domestic Fee	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Pass Visa Excessive Auth Attempts Domestic & Cross Border Fee	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Pass Visa Fallback US Fee	<input type="checkbox"/> Yes <input type="checkbox"/> No	Visa Fallback US Fee Surcharge	(Per Item) \$ _____
Pass Visa Network Acquirer Processing (NAPF) Reversal Fees	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Pass Discover Card Account Verification Fee	<input type="checkbox"/> Yes <input type="checkbox"/> No	Discover Card Account Verification Fee Surcharge	(Per Item) \$ _____
Pass Discover Network Auth Fee	<input type="checkbox"/> Yes <input type="checkbox"/> No	Discover Network Auth Fee Surcharge (Flat Rate) \$ _____ or (Per Item) \$ _____	
Pass Discover Program Integrity Fee	<input type="checkbox"/> Yes <input type="checkbox"/> No	Discover Program Integrity Fee Surcharge	(Per Item) \$ _____
Pass Discover Ticket Retrieval Fee	<input type="checkbox"/> Yes <input type="checkbox"/> No	Discover Card Ticket Retrieval Fee Surcharge	(Per Item) \$ _____
Pass Discover Dispute Fee	(Per Item) \$ _____	Discover Retrieval Fee	(Per Item) \$ _____
Pass PayPal Participation Authorization Fee	<input type="checkbox"/> Yes <input type="checkbox"/> No	PayPal Participation Authorization Fee Surcharge	(Sales Volume) _____%
Pass American Express OptBlue [®] Access Fee	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Pass American Express OptBlue [®] Network Fee	<input type="checkbox"/> Yes <input type="checkbox"/> No	American Express OptBlue [®] Network Fee Surcharge	(Sales Volume) _____%
Pass American Express Dispute Fee	(Per Item) \$ _____	American Express Retrieval Fee	(Per Item) \$ _____
Pass Mastercard Processing Integrity Fee Pre Auth	<input type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard Processing Integrity Fee Pre Auth Surcharge	(Per Item) \$ _____
Pass Mastercard Processing Integrity Fee Undefined Auth	<input type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard Processing Integrity Fee Undefined Auth Surcharge	(Per Item) \$ _____
Pass Mastercard Processing Integrity Fee Final Auth %	<input type="checkbox"/> Yes <input type="checkbox"/> No	Pass Mastercard Processing Integrity Fee Final Auth Minimum Per Item	<input type="checkbox"/> Yes <input type="checkbox"/> No
Pass Mastercard Processing Integrity Invalid Acquirer Authorization ICA Fee	<input type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard Processing Integrity Invalid Acquirer Authorization ICA Fee Surcharge	(Per Item) \$ _____
Pass Mastercard Processing Integrity Message Format Error Fee	<input type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard Processing Integrity Message Format Error Fee Surcharge	(Per Item) \$ _____
Pass Mastercard Processing Integrity Image Fee	<input type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard Processing Integrity Image Fee Surcharge	(Per Item) \$ _____
Pass Mastercard BIN/ICA Fee (Note: this fee can be used for Shared Systems Only)	<input type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard BIN/ICA Fee Surcharge	(Per Item) \$ _____

7. SERVICE FEE SCHEDULE (cont'd)

Merchant Fee Control Grid Fees (cont'd)

Pass Mastercard Account Status Fee	<input type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard Account Status Fee Surcharge	(Per Item) \$ _____
Pass Mastercard Kilobyte Clearing US Fee	<input type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard Kilobyte Clearing US Fee Surcharge	(Per Item) \$ _____
Pass Mastercard CVC2 Fee	<input type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard CVC2 Fee Surcharge	(Flat Rate) \$ _____ or (Per Item) \$ _____
Pass Mastercard ICA AVS Fee	<input type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard ICA AVS Fee Surcharge	(Per Item) \$ _____
Pass Mastercard Digital Enablement Fee	<input type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard Digital Enablement Fee Surcharge	(Sales Volume) _____%
Pass Mastercard Business to Business US	<input type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard Business to Business US Surcharge	(Sales Volume) _____%
Pass Mastercard SecureCode Transaction Fee	<input type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard SecureCode Transaction Fee Surcharge	(Flat Rate) \$ _____
Pass Mastercard Location Fee	<input type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard Location Fee Surcharge	(Flat Rate) \$ _____
Pass Mastercard ACQ Interchange Downgrade Fee	<input type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard ACQ Interchange Downgrade Fee Surcharge	(Per Item) \$ _____
Pass Mastercard Excessive Auth Attempts US Fee	<input type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard Excessive Auth Attempts US Fee Surcharge	(Per Item) \$ _____
Pass Mastercard ACQ Freight Program Fee	<input type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard ACQ Freight Program Fee Surcharge	(Sales Volume) _____%
Pass Mastercard 3DS-2 EMV Secure Code Fee	<input type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard 3DS-2 EMV Secure Code Fee Surcharge	(Sales Volume) _____%
Pass Mastercard Nominal Auth Amount US Fee	<input type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard Nominal Auth Amount US Fee Surcharge	(Per Item) \$ _____
Pass Retrieval Received Fax/Mail Fee	<input type="checkbox"/> Yes <input type="checkbox"/> No	Retrieval Received Fax/Mail Fee Surcharge	(Per Item) \$ _____
Pass Chargeback Received Fax/Mail Fee	<input type="checkbox"/> Yes <input type="checkbox"/> No	Chargeback Received Fax/Mail Fee Surcharge	(Per Item) \$ _____
Pass Retrieval Outgoing Fax/Mail Fee	<input type="checkbox"/> Yes <input type="checkbox"/> No	Retrieval Outgoing Fax/Mail Fee Surcharge	(Per Item) \$ _____
Pass Chargeback Outgoing Fax/Mail Fee	<input type="checkbox"/> Yes <input type="checkbox"/> No	Chargeback Outgoing Fax/Mail Fee Surcharge	(Per Item) \$ _____
Pass Visa Accept/No Accept Fee	<input type="checkbox"/> Yes <input type="checkbox"/> No	Visa Accept/No Accept Fee Surcharge	(Per Item) \$ _____
Visa Auto Acceptance Fee	(Per Item) \$ _____		
Pass Mastercard Accept/No Accept Fee	<input type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard Accept/No Accept Fee Surcharge	(Per Item) \$ _____
Pass Discover Accept/No Accept Fee	<input type="checkbox"/> Yes <input type="checkbox"/> No	Discover Accept/No Accept Fee Surcharge	(Per Item) \$ _____
Pass American Express Accept/No Accept Fee	<input type="checkbox"/> Yes <input type="checkbox"/> No	American Express Accept/No Accept Fee Surcharge	(Per Item) \$ _____
Pass Dispute Case Mastercard DMS Fee	<input type="checkbox"/> Yes <input type="checkbox"/> No	Dispute Case Mastercard DMS Fee Surcharge	(Per Item) \$ _____
Pass Dispute Image Mastercard DMS Fee	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Pass Mastercard Presentment Excessive Pages Fee	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Pass Dispute Image Visa DMS Fee	<input type="checkbox"/> Yes <input type="checkbox"/> No	Dispute Image Visa DMS Fee Surcharge	(Per Item) \$ _____
Pass Visa Pre-Compliance Image Fee	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Pass Visa Incoming Pre-Dispute DMS Fee	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Pass Visa Late Response to Dispute Fee	<input type="checkbox"/> Yes <input type="checkbox"/> No	Visa Late Response to Dispute Fee Surcharge	(Per Item) \$ _____
Pass Mastercard Late Response to Dispute Fee	<input type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard Late Response to Dispute Fee Surcharge	(Per Item) \$ _____
Pass Discover Late Response to Dispute Fee	<input type="checkbox"/> Yes <input type="checkbox"/> No	Discover Late Response to Dispute Fee Surcharge	(Per Item) \$ _____
Pass American Express Late Response to Dispute Fee	<input type="checkbox"/> Yes <input type="checkbox"/> No	American Express Late Response to Dispute Fee Surcharge	(Per Item) \$ _____
Pass STAR Debit Network Annual Fee	<input type="checkbox"/> Yes <input type="checkbox"/> No	STAR Debit Network Annual Fee Surcharge	(Flat Rate) \$ _____
Pass Pulse Debit Network Annual Fee	<input type="checkbox"/> Yes <input type="checkbox"/> No	Pulse Debit Network Annual Fee Surcharge	(Flat Rate) \$ _____
Pass Jeanie Debit Network Annual Fee	<input type="checkbox"/> Yes <input type="checkbox"/> No	Jeanie Debit Network Annual Fee Surcharge	(Flat Rate) \$ _____
Pass NYCE Debit Network Annual Fee	<input type="checkbox"/> Yes <input type="checkbox"/> No	NYCE Debit Network Annual Fee Surcharge	(Flat Rate) \$ _____
Pass Accel Debit Network Annual Fee	<input type="checkbox"/> Yes <input type="checkbox"/> No	Accel Debit Network Annual Fee Surcharge	(Flat Rate) \$ _____
Pass Culiance Network Annual Fee	<input type="checkbox"/> Yes <input type="checkbox"/> No	Culiance Network Annual Fee Surcharge	(Flat Rate) \$ _____
Pass NACHA Unauthorized Entry Fee	(Per Item) \$ _____	NACHA Unauthorized Entry Fee Surcharge	(Per Item) \$ _____
Other Fees	(Other) \$ _____	Other Fees	(Other) \$ _____
Security & Compliance Fees			
Clover Security Plus	(Flat Rate per month) \$ _____	PCI Rapid Comply	(Flat Rate per month) \$ _____
PCI Rapid Comply (Compliance) & Liability Waiver	(Flat Rate per month) \$ _____	Merchant Opted Out	<input type="checkbox"/> Yes
Data Protection Only	(Flat Rate per month) \$ _____	Clover Security Essentials	(Flat Rate per month) \$ _____
Pass PCI Non Compliance Fee (Monthly)	(Flat Rate) \$ _____	TransArmor Terminal	(Flat Rate) \$ _____
Clover Fees			
Main Street Insights Fee (per MID)	(Flat Rate) \$ _____	Clover Go Monthly Fee (per MID)	(Flat Rate) \$ _____
Wireless Monthly Service Fee	(Flat Rate) \$ _____	Wireless Activation Fee	(Flat Rate) \$ _____

O_WF_R_2407 **8. EQUIPMENT/THIRD PARTY INFORMATION** O

Network (Front End): Omaha North Nashville Buypass

Do you use any third party to store, process or transmit cardholder data? Yes No

If yes, identify the Third Party Processor used: 00 None 01 Yahoo 02 Authorize.net 03 Cybersource 04 Verifone 05 Merchant Link 06 Shift 4 08 FIS 09 Six Payment Services Corp 10 Verisign 99 Other (please specify) _____

INTERNET GATEWAY: First Data Global Gateway Other: _____

Wireless Network: _____

PC/Internet Software _____ Quantity _____ New Rent Purchase¹ Lease² Existing

Terminal Model _____ Quantity _____ New Rent Purchase¹ Lease² Existing

Printer Model _____ Quantity _____ New Rent Purchase¹ Lease² Existing

PIN Pad _____ Quantity _____ New Rent Purchase¹ Lease² Existing

¹ Clover Equipment Purchase Only: This is for information purposes only. Please refer to your equipment purchase agreement with First Data Hardware Services for information and pricing and fees for your equipment or hardware. You are not purchasing equipment from Processor and you acknowledge and agree that Processor will have no obligation or liability relating to such purchase of equipment. Your purchase of equipment is subject to separate terms and conditions between you and the equipment seller.

² See Equipment Lease Agreement for the Terms and Conditions governing your leased equipment.

Early Termination Fee \$ 0 The initial term of this Agreement is three years from the date of your approval by our Credit Department (the Initial Term). If you terminate this Agreement before the end of the then current term or otherwise stop processing your transactions with us, you will be charged this Early Termination Fee. After the Initial Term, subject to Part IV, Section A.3, this Agreement shall automatically extend for an additional period of one year each (each an Extended Term). Merchant Initials _____

9. SIGNATURE(S)

Client certifies that all information set forth in this completed Merchant Processing Application is true and correct and that Client has received a copy of the Program Guide and Confirmation Page, which is part of this Merchant Processing Application (consisting of Sections 1-9), and by this reference incorporated herein. Client acknowledges and agrees that we, our Affiliates and our third party subcontractors and/or agents may use automatic telephone dialing systems to contact Client at the telephone number(s) Client has provided in this Merchant Processing Application and/or may leave a detailed voice message in the event that Client is unable to be reached, even if the number provided is a cellular or wireless number or if Client has previously registered on a Do Not Call list or requested not to be contacted Client for solicitation purposes. Client hereby consents to receiving commercial electronic mail messages from us, our Affiliates and our third party subcontractors and/or agents from time to time. Client further agrees that Client will not accept more than 20% of its card transactions via mail, telephone or Internet order. However, if your Application is approved based upon contrary information stated in Section 5, Transaction Information section above, you are authorized to accept transactions in accordance with the percentages indicated in that section. This signature page also serves as a signature page to the TeleCheck Solutions Agreement appearing in the Third Party Section of the Program Guide, if selected, the undersigned Client being "You" and "Your" for the purposes of the TeleCheck Solutions Agreement.

By signing below, each of the undersigned authorizes us, our Affiliates and our third party subcontractors and/or agents to verify the information contained in this Application and to request and obtain from any consumer reporting agency and other sources, including bank references and business consumer reports and other information and to disclose such information amongst each other for any purpose permitted by law. If the Application is approved, each of the undersigned also authorizes us, our Affiliates and our third party subcontractors and/or agents to obtain subsequent consumer reports and other information from other sources, including bank references, in connection with the review, maintenance, updating, renewal or extension of the Agreement or for any other purpose permitted by law and disclose such information amongst each other. Each of the undersigned furthermore agrees that all references, including banks and consumer reporting agencies, may release any and all business credit financial information to us, our Affiliates and our third party subcontractors and/or agents. Each of the undersigned authorizes us, our Affiliates and our third party subcontractors and/or agents to provide amongst each other the information contained in this Merchant Processing Application and Agreement and any information received subsequent thereto from all references, including banks and consumer reporting agencies for any purpose permitted by law. It is our policy to obtain certain information in order to verify your identity while processing your account application.

As part of our approval, processing services, continuing fraud prevention and account review processes, the undersigned consents to the use of information gathered online or that you submit to us, and/or automated electronic computer security screening, by us or our third party vendors.

Client authorizes FDMS and Bank and their affiliates to debit Client's designated bank account via Automated Clearing House (ACH) for costs associated with equipment hardware, software and shipping.

You further acknowledge and agree that you will not use your merchant account and/or the Services for illegal transactions, for example, those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et seq, as may be amended from time to time, or processing and acceptance of transactions in certain jurisdictions pursuant to 31 CFR Part 500 et seq. and other laws enforced by the Office of Foreign Assets Control (OFAC). To help the government fight the funding of terrorism and money laundering activities, Servicers obtain, verify, and record certain information including your full name, physical address, and any other information needed for identity verification purposes while processing this MPA, as described in the USA Patriot Act.

Client certifies, under penalties of perjury, that the federal taxpayer identification number and corresponding filing name provided herein are correct. Client agrees to all the terms of this Merchant Processing Application and Agreement. This Merchant Processing Application and Agreement shall not take effect until Client has been approved and this Agreement has been accepted by Processor and Bank. Acceptance by Processor and Bank will occur upon the earlier of the execution of this Merchant Processing Application and Agreement by Processor and Bank, or the commencement of the provision of the Services by Processor and Bank.

Client's Business Principal/Officer:

Signature X _____ Title Chair

Print Name of Signer David Thompson Date _____

Processor: First Data Merchant Services LLC

Signature X _____ Title: _____

Printed Name: _____ Date: _____

Bank: Wells Fargo Bank, N.A.
(a member of Visa USA, Inc. and Mastercard International, Inc.)
By: First Data Merchant Services LLC, pursuant to a limited power of attorney

Signature X _____ Title: _____

Printed Name: _____ Date: _____

TELECHECK ACH AUTHORIZATION

ACH Debit and Credit Authorization: Client authorizes its Financial Institution to pay and charge to its account the amount(s) due TeleCheck under this TeleCheck Agreement and to accept all credits and debits made to its account by TeleCheck via electronic funds transfer in connection with TeleCheck's services under this TeleCheck Agreement. This authorization shall remain in effect until (30) thirty days after revoked in writing.

Signature X _____ Print Name/Title: David Thompson, Chair Date _____

Authorized Signature on TeleCheck Account for ACH

Personal Guarantee: In exchange for First Data Merchant Services LLC, Wells Fargo Bank, N.A., (a member of Visa USA, Inc. and Mastercard International, Inc.), and TeleCheck Services, Inc. (the Guaranteed Parties) acceptance of, as applicable, the Agreement, and/or the Equipment Agreement and/or the TeleCheck/TRS Solutions Agreement, the undersigned unconditionally and irrevocably guarantees the full payment and performance of Client's obligations under the foregoing agreements, as applicable, as they now exist or as modified from time to time, whether before or after termination or expiration of such agreements and whether or not the undersigned has received notice of any amendment of such agreements. The undersigned waives notice of default by Client and agrees to indemnify the Guaranteed Parties for any and all amounts due from Client under the foregoing agreements. The Guaranteed Parties shall not be required to first proceed against Client to enforce any remedy before proceeding against the undersigned. This is a continuing personal guaranty and shall not be discharged or affected for any reason. The undersigned understands that this is a Personal Guaranty of payment and not of collection and that the Guaranteed Parties are relying upon this Personal Guaranty in entering into the foregoing agreements, as applicable.

Personal Guarantee Signature X N/A Print Name: N/A Date _____

Personal Guarantee Signature X N/A Print Name: N/A Date _____

PROCESSOR INFORMATION: Name: First Data Merchant Services LLC
 Address: 4000 NW 120th Avenue, MS/CON-SMB, Coral Springs, FL 33065
 URL: www.firstdata.com Customer Service #: 1-800-858-1166

Please read the Program Guide in its entirety. It describes the terms under which we will provide merchant processing Services to you. From time to time you may have questions regarding the contents of your Agreement with Bank and/or Processor or the contents of your Agreement with TeleCheck. The following information summarizes portions of your Agreement in order to assist you in answering some of the questions we are most commonly asked.

1. **Your Discount Rates are assessed** on transactions that qualify for certain reduced interchange rates imposed by Mastercard, Visa, Discover and PayPal. Any transactions that fail to qualify for these reduced rates will be charged an additional fee (see Section 26 of the Program Guide).
2. **We may debit your bank account** (also referred to as your Settlement Account) from time to time for amounts owed to us under the Agreement.
3. **There are many reasons why a Chargeback may occur.** When they occur we will debit your settlement funds or Settlement Account. For a more detailed discussion regarding Chargebacks see Section 15 of the Your Payments Acceptance Guide or see the applicable provisions of the TeleCheck Solutions Agreement.
4. **In consideration of the Services** provided by us, you shall be charged, and hereby agree to pay us any and all fees set forth in this Agreement (for the purpose of clarity, this includes the Application and any additional pricing supplements or subsequent communications), all of which shall be calculated and payable pursuant to the terms of this Agreement and any additional pricing supplements or subsequent communications. If you dispute any charge or funding, you must notify us within 60 days of the date of the statement where the charge or funding appears for Card Processing or within 30 days of the date of a TeleCheck transaction.
5. **The Agreement limits our liability to you.** For a detailed description of the limitation of liability see Section 28, 38.3, and 40.10 of the Card General Terms; or Section 17 of the TeleCheck Solutions Agreement.
6. **We have assumed certain risks** by agreeing to provide you with Card processing or check services. Accordingly, we may take certain actions to mitigate our risk, including termination of the Agreement, and/or hold monies otherwise payable to you (see Card Processing General Terms in Section 31, Term; Events of Default and Section 32, Reserve Account; Security Interest), (see TeleCheck Solutions Agreement in Section 7), under certain circumstances.
7. **By executing this Agreement with us** you are authorizing us and our Affiliates to obtain financial and credit information regarding your business and the signers and guarantors of the Agreement until all your obligations to us and our Affiliates are satisfied.
8. **The Agreement contains a provision** that in the event you terminate the Agreement prior to the expiration of your initial three (3) year term, you will be responsible for the payment of an early termination fee as set forth in Part IV, A.3 under "Additional Fee Information" and Section 16.2 of the TeleCheck Solutions Agreement.
9. **For questions or concerns** regarding your merchant account, contact customer service at the number located on your Merchant Services Statement.

10. Card Organization Disclosure

Visa and Mastercard Member Bank Information: Wells Fargo Bank N.A.

The Bank's mailing address is P.O. Box 6079, Concord, CA 94524, and its phone number is 1-844-284-6834.

Important Member Bank Responsibilities:

- a) The Bank is the only entity approved to extend acceptance of Visa and Mastercard products directly to a merchant.
- b) The Bank must be a principal (signer) to the Agreement.
- c) The Bank is responsible for educating merchants on pertinent Visa and Mastercard rules with which merchants must comply; but this information may be provided to you by Processor.
- d) The Bank is responsible for and must provide settlement funds to the merchant.
- e) The Bank is responsible for all funds held in reserve that are derived from settlement.
- f) The Bank is the ultimate authority should a merchant have any problems with Visa or Mastercard products (however, Processor also will assist you with any such problems).

Important Merchant Responsibilities:

- a) Ensure compliance with Cardholder data security and storage requirements.
- b) Maintain fraud and Chargebacks below Card Organization thresholds.
- c) Review and understand the terms of the Merchant Agreement.
- d) Comply with Card Organization Rules and applicable law and regulations.
- e) Retain a signed copy of this Disclosure Page.
- f) You may download "Visa Regulations" from Visa's website at: <https://usa.visa.com/dam/VCOM/download/about-visa/visa-rules-public.pdf>.
- g) You may download "Mastercard Regulations" from Mastercard's website at: www.mastercard.us/content/dam/mccom/global/documents/mastercard-rules.pdf.
- h) You may download "American Express Merchant Operating Guide" from American Express' website at: www.americanexpress.com/us/merchant.

Print Client's Business Legal Name: Board of Commissioners of Walton County

By its signature below, Client acknowledges that it has received the Merchant Processing Application, Program Terms and Conditions consisting of 43 pages including this Confirmation Page and the applicable Third Party Agreement(s).

Client further acknowledges reading and agreeing to all terms in the Program Terms and Conditions. Upon receipt of a signed facsimile or original of this Confirmation Page by us, Client's Application will be processed.

NO ALTERATIONS OR STRIKE-OUTS TO THE PROGRAM TERMS AND CONDITIONS WILL BE ACCEPTED.

Client's Business Principal:

Signature (Please sign below):

X _____

Chairman

Title

_____ Date

Please Print Name of Signer

Walton County Department Agenda Request

Department Name: **EMA**

Department Head/Representative: **Carl Morrow**

Meeting Date Request: **3/7/2023**

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

If so, When? **NA**

TOPIC: **Homeland Security grant for CERT**

Wording For Agenda: **Walton EMA/ CERT Homeland Security Grant**

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

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

Department Comments/Recommendation: **This will be a pass through grant from EMA to CERT no match required from the county.**

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? **NA**

Date forwarded to County Attorney: **NA**

Has the County Attorney review been completed? **NA**

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

Approved in current budget? **NA**

Budget information attached? **NA**

Comments: **This grant requires no match from the County. Walton EMA will be the facilitator of this grant for CERT**

Purchasing Department Comments:

County Attorney Comments:

Chairman's Comments:



WALTON COUNTY

Georgia

**Walton County
Emergency
Management
Agency**

**1764 Highway 81
Loganville, GA 30052
Phone: 770-267-1336**

**Carl Morrow
Director, EMA**

To: Walton County Chairman David Thompson; and
Walton County Board of Commissioners

From: Carl Morrow, Walton County EMA

Date: February 20, 2023

Walton County EMA is facilitating application for the Homeland Security Grant Program (HSGP) grant on behalf of Walton County Emergency Response Team (CERT).

CERT offers a consistent approach to volunteer training in order to provide organized assistance to professional responders during a disaster. Walton County CERT is a branch of Walton County volunteers underneath Walton County EMA.

The HSGP grant does not have matching requirements. EMA will serve as processor and point of contact between GEMA Homeland Security and CERT in the management of these funds.

100% of funds will be used to purchase supplies and equipment for CERT to increase their capabilities to assist Walton County EMA and Public Safety in disasters.

Respectfully Submitted,

Carl Morrow
Director, EMA

HSGP Grant

The Community Emergency Response Team (CERT) program educates volunteers about disaster preparedness for the man-made, natural, and technological hazards that may impact our area and trains the members in basic disaster response skills, such as fire safety, light search and rescue, team organization, and disaster medical operations. CERT offers an approach to volunteer training and organization that professional responders can rely on during disaster situations, allowing them to focus on more complex tasks.

The Walton County CERT team was formed in 2009 and is sponsored by the Walton County Citizens Corps Council. The Walton County CERT Team is seeking **\$13,552.67** to help fund the existing CERT Program. Funds will be used as follows:

ITEM	PRICE PER	COUNT	TOTAL
Triage Tags	1.69	200	338.00
CERT Logo Sticker	1.26	20	25.20
CERT Table Cover	189.00	1	189.00
Duffle Bag Greene	16.59	2	33.18
Four-N-1-Tool	15.50	5	77.50
Biohazard Bag	0.20	50	10.00
Rite in Rain Notebook	5.71	15	85.65
LED Traffic Baton	19.98	4	79.92
Stop Sign w/ Handle (2 pk)	24.99	1	24.99
SMD LED Lantern 500 Lumens	19.99	3	59.97
Portable Generator	5,000.00	1	5,000.00
Back-up Camera Kit for CERT Trailer	129.99	1	129.99
Disaster Mgmt Treatment Tarp	821.93	1	821.93
Disaster Mgmt Ribbon Dispenser	207.17	2	414.34
ProPac CERT Kit in Backpack	57.88	100	5,788.00
Heavy Duty Traffic Cones 18"	23.00	10	230.00
Bullhorn - 1 mile	245.00	1	245.00
			13,552.67

These supplies will be used as supplies and equipment housed in the CERT Emergency Trailer and be available for use when the Walton County CERT Team is activated for use by the Emergency Management Agency of Walton County. These additional supplies/tools will be assigned to the various CERT teams deployed for emergencies. Duffle bags and Table Cover will be used for Community involvement, recruitment, and information booths.

The Walton County CERT team is dedicated to provide support to our First Responders and with the continuing training, participating in County and City drills, and having the supplies needed, will be an additional volunteer support resources for Walton County.

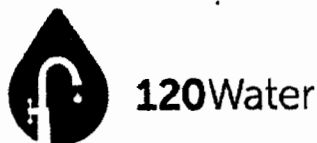


Walton County Water

Request to Walton County Board of Commissioners for approval of agreement with 120Water

The EPA issued regulations under the Revised Lead and Copper Rule (Rule) requiring public water systems to inventory service lines on both our side of the meter and the customer side of the meter. In addition the Rule requires that we test all the schools and child care facilities on our system for lead. This testing requires five sampling points in the schools and a sampling point in the child care facilities with at least 20% sampled, tested and reported each year for the next five years. These samples are first draw samples. 120Water has partnered with Georgia Rural Water Association to provide the training on the sampling, test the samples and provide the required reporting to meet the compliance requirements of the Rule. The cost is \$8,898.16. Based on the number of schools and child care facilities on our system the goal is complete all the required testing and reporting over the next year. The cost of \$8,898.16 covers the entire process whether the testing can be completed in one year or requires additional time to complete.

We request the approval of this agreement to make sure all the sampling, testing and lab work and reporting are completed as required by the Rule to keep us in full compliance with the Clean Water Act.



Walton County Water Department-GA-School and Daycare Testing

Walton County Water Department - GA
P.O. Box 820, 2171 Hwy 81 SW
Monroe, GA 30655
United States

Reference: 20230124-150926022
Quote created: January 24, 2023
Quote expires: April 24, 2023
Quote created by: Eric Mischnick

eric.mischnick@120water.com

Morris Jordan
morris.jordan@co.walton.ga.us
(770) 466-4887

Comments from Eric Mischnick

Products & Services

Item Name & Description	Unit Price	Quantity	Term (months)
Basic - Public Water System Annual subscription PWS Basic package to manage programs and data. Unlimited users	\$2,900.00 / year	1	12
Professional Services (Assist) Consulting to map facilities and execute school and daycare sampling(block of 20 hours)	\$2,500.00 / year	2	12
Implementation Setup, Configuration and Guided Web Training of the 120Water Account	\$500.00	1	
Utility Daycare Kit LIF in PWS: 2 250 mL in 1 L box	\$30.48	6	
Utility Schools Kit LIF in PWS: 5 250 mL in 2 L box	\$39.50	7	
1 Bottle Lead Test Lead analyte testing for 1 bottle	\$18.18	47	

Subtotals

Annual subtotal	\$7,150.00
	after \$750.00 discount
One-time subtotal	\$1,748.16
	after \$65.69 discount
Total	\$8,898.16

Purchase terms

15% discount on consulting services and 5% discount on bottles and lab analysis for being a Georgia Rural Water Member

Invoice Terms: Net 30
Billing Street Address: 2171 Highway 81 S
Billing City: Loganville
Billing State: GA
Billing Zip Code: 30052
Billing Country: USA
Billing Notes (if applicable):

This Order Form, together with the Master Services Agreement available at <https://120water.com/master-services-agreement/> (the "MSA"), shall become a legally binding contract upon the earlier of (a) the date both parties execute the Order Form or (b) the date Customer initially began using the Services. Any capitalized word not otherwise defined in this Order Form shall have the same meaning as set forth in the MSA.

120Water may reject this Order Form if: (1) the signatory below does not have the authority to bind Customer to this Order Form, (2) changes have been made to this Order Form (other than completion of the purchase order information and signature block), or (3) the requested purchase order information or signature is incomplete or does not match our records or the rest of this Order Form. Subscriptions are non-cancelable before their end of the Term.

Signature

Before you sign this quote, an email must be sent to you to verify your identity. Find your profile below to request a verification email.

<p>Morris Jordan morris.jordan@co.walton.ga.us</p>	Verify to sign
--	--------------------------------

<p>Matt Boes mboes@120water.com</p>	Verify to sign
---	--------------------------------

Questions? Contact me



Eric Mischnick
eric.mischnick@120water.com

120Water
250 S Elm St
Zionsville, IN 46077
US

RESOLUTION

WHEREAS, O.C.G.A. § 48-4-76(a) provides that governmental entities may proceed with judicial in rem foreclosures for delinquent taxes upon enactment of a Resolution authorizing the use of the same;

WHEREAS, the Board of Commissioners of Walton County desires to allow the Tax Commissioner of Walton County to conduct judicial in rem tax foreclosures in accordance with Article 5, Chapter 4 of Title 48 of the Official Code of Georgia;

THEREFORE, BE IT RESOLVED, that the duly elected Tax Commissioner for Walton County shall have the authority and discretion to commence judicial in rem tax foreclosures in accordance with Article 5 of Chapter 4 of Title 48 of the Official Code of Georgia Annotated.

Chair, Board of Commissioners
Walton County, Georgia

Approved as to form:

Attorney for Walton County, Georgia

Clerk, Walton County, Georgia



Derry M. Boyd
Tax Commissioner

*Walton County Tax
Commissioner*

Telephone: (770) 266-1760
Facsimile: (770) 267-1416

GOVERNMENT BUILDING
303 SOUTH HAMMOND DRIVE · SUITE 10
MONROE, GA 30655
Feb. 14, 2023

To: Board of Commissioners

Re: Resolution Authorizing
“Judicial in Rem” Foreclosures

Gentlemen,

A little background on why I am asking for the option to allow judicial in rem foreclosures along with non-judicial tax sales.

Currently, tax sales held in my office are handled as non-judicial tax sales, the type typically used in most GA counties. While this type of tax sale is sufficient in most cases, there are for instance; excess levy concerns or title issues that arise that will not permit the property to be sold in this manner for failure to grant clear title.

Under the judicial in rem process, a lawsuit is filed in superior court against the land and not the owner. This is considered “in rem”.

Based upon the court order, property is sold free and clear of all liens, claims and encumbrances other than listed by law.

The title will vest absolutely into the purchaser after the right of redemption, (60 days judicial vs 1 year non judicial) eliminating the need for post-sale barment procedures (foreclosing on the right to redeem) and quiet title actions.

The tax deed purchaser will receive a deed in their name within 90 days after the date of the sale if the property is not redeemed.

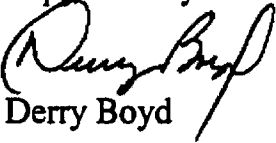
The judicial process improves the marketability and insurability of the property.

Returns the property to the tax rolls in a productive use; while also allowing taxes to be collected quicker.

There is no cost to the county. All cost and fees are included in the opening bid at tax sale and are paid by the purchaser.

Walton County has a few properties with title issues that are not currently productive on the tax rolls. This resolution will allow me to clear these title issues, sell the properties, making them productive again.

I appreciate your consideration,



Derry Boyd

RESOLUTION NO. _____

A RESOLUTION OF WALTON COUNTY, GEORGIA (“COUNTY”) AGREEING TO PARTICIPATE IN THE NATIONAL TEVA, ALLERGAN, CVS, WALGREENS, AND WALMART SETTLEMENTS AND AGREEING TO BE BOUND BY AN ANTICIPATED MEMORANDUM OF UNDERSTANDING BETWEEN THE STATE OF GEORGIA AND GEORGIA SUBDIVISIONS REGARDING THE NATIONAL TEVA, ALLERGAN, CVS, WALGREENS, AND WALMART SETTLEMENTS.

WHEREAS, the County initiated litigation against certain manufacturers and distributors of prescription opioids in *In re: National Prescription Opiate Litigation*, MDL 2804, to hold them accountable for the opioid epidemic and to seek equitable and monetary relief;

WHEREAS, Defendants Teva, Allergan, CVS, Walgreens, and Walmart have reached national settlement frameworks (collectively referred to as the “New Opioid Settlements”) with certain states, including the State of Georgia, and certain subdivisions, and Georgia subdivisions now have the option to join;

WHEREAS, the State of Georgia and certain Georgia subdivisions anticipate reaching a Memorandum of Understanding regarding the New Opioid Settlements, the purpose of which is to maximize funds available under the New Opioid Settlements and control how funds from the New Opioid Settlements are allocated between the State of Georgia and Georgia subdivisions, and the form of which is expected to be identical in all material respects to the “State of Georgia and Local Governments: Memorandum of Understanding Concerning National Distributor and Johnson & Johnson Opioid Settlements” previously agreed to by the County; and

WHEREAS, the County desires to participate in the New Opioid Settlements and intends to agree to be bound by the anticipated Memorandum of Understanding with the State of Georgia regarding the New Opioid Settlements;

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

Section 1. The County Board of Commissioners, as the governing body of the County, hereby agrees to participate in the New Opioid Settlements.

Section 2. The County Board of Commissioners, as the governing body of the County, hereby agrees to be bound by the anticipated Memorandum of Understanding with the State of Georgia regarding the New Opioid Settlements.

Section 3. The County Board of Commissioners hereby appoints John Ward as the duly-appointed representative of the County for the purposes of participating in the New Opioid Settlements and agreeing to be bound by the anticipated Memorandum of Understanding with the State of Georgia regarding the New Opioid Settlements.

Section 4. Once a Memorandum of Understanding with the State of Georgia has been reached regarding the New Opioid Settlements, the County Board of Commissioners directs the duly-appointed representative of the County to execute any document necessary to demonstrate the County’s agreement to be bound by the Memorandum of Understanding.

Section 5. Once a Memorandum of Understanding with the State of Georgia has been reached regarding the New Opioid Settlements, the County Board of Commissioners directs the duly-appointed representative of the County to execute the requisite Participation Forms for the New Opioid Settlements, which can be executed via DocuSign (the preferred method). For illustrative purposes, blank versions of the Participation Forms for the New Opioid Settlements are attached hereto as **Exhibit 1**.

Section 6. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

Section 7. This Resolution shall be in full force and effect from and after its adoption as provided by law.

This Resolution was introduced, seconded and adopted at a duly convened meeting of the Walton County Board of Commissioners, held on March 7, 2023.

Chairman, Board of Commissioners

ATTEST:

County Clerk