



BOARD OF COMMISSIONERS REGULAR MEETING

Tuesday, July 07, 2026 at 6:00 PM

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

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

AGENDA

1. PRESENTATIONS

1.1. Walton Empowers

2. MEETING OPENING

2.1. Pledge of Allegiance & Invocation

2.2. Call to Order

2.3. Roll Call

3. ADOPTION OF AGENDA

3.1. Additions/Deletions

4. DISCUSSION

4.1. County Manager's Report/Update

5. OLD BUSINESS

5.1. Repurposing Administrative Portion of Old Jail for Department Expansions - Tabled on 6/2/26

6. PLANNING & DEVELOPMENT

6.1. Z26-0119 - Rezone 4.22 acres from A1 to A to grow and sell fruits, vegetables, eggs and cottage food items with customer contact and Variance to have accessory building in front yard on less than 5 acres - Applicant: Christine Rojas Carrillo/Owners: Alejandro & Christine Carrillo - property located at 4350 Tiffany Lane, 4330 & 4310 Shiloh Rd. - Map/Parcels N039A024, 025 and 026 - District 1

Planning Commission recommended approval with the following conditions: 1) all parcels to be combined; 2) animals have to be maintained in the pink areas up to the red dotted line on the site plan 3) variance to allow farm stand in the front yard on less than 5 acres.

6.2. Z26-0123 - Rezone 60.11 acres from A1 to A to grow and sell fruits, vegetables, herbs and flowers with customer contact and up-pick - Applicant: Donnie A Wright, III

Esq./Owners: William Paul Jones, Jr. & Tobey Lorraine Jones - property located at 2120 H D Atha Rd. & Ammons Bridge Rd. – Map/Parcel C0770094A00 - District 5

Planning Commission Recommended approval as submitted.

- 6.3.** LU26-0128 & Z26-0114 - Land Use Change from Highway Corridor to Suburban and Rezone a portion of C0090016 (1.329 acres) from A1 to R1 to create a buildable lot - Applicant: Kerry Roe/Owners: Kerry H & Regina M Roe - property located at 6327 Hwy. 20 - Map/Parcel C0090016 - District 2

Planning Commission recommended approval.

- 6.4.** Z26-0133 - Rezone a portion of C1360030 (5.082 acres) from A1 to B3 for commercial business and outdoor storage of heavy equipment - Applicant: Mike Conner/Owner: Aycock Farms, LLC - property located at Hwy. 83 Connector & Dial Rd. - Map/Parcel C1360030 - District 4

Planning Commission recommended approval with the following condition: 1) entrance on Hwy. 83 Connector to be coordinated with GDOT.

- 6.5.** AZ26-0160 - Alteration to Zoning Conditions on Rezone Z24-0067 - Applicant/Owner: Igor Mitrovic - property located at 2435 Daniel Cemetery Rd. - Map/Parcel C1200177 - District 6

Request to remove the condition of "no additional buildings on the property".

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

7.1. Approval of June 2, 2026 Meeting Minutes

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

7.3. Request to Reapply for CHINS Grant - Juvenile Court

7.4. Acceptance of ROW (60') - Franklin Estates Phase 2

7.5. Acceptance of ROW (60') - Pinehurst Subdivision

7.6. Agreement - The Shpigler Group - Water Rate Study (for the record)

7.7. Engagement Letter - Mauldin Jenkins

7.8. Agreement Renewal - Accurate Controls Inc., Security Systems

7.9. Deputies Beyond the Badge - Request to Donate 2026 F150 and 2026 F250

- 8. SHERIFF**

[8.1.](#) WCSO Request to Reallocate Position Control and Grade Changes

[8.2.](#) Agreement - Terminals with Synovus (Ovation) to Accept Credit/Debit Cards

9. FINANCE

[9.1.](#) Resolution - Project Length Budget - Fire Station #4 Addition/Renovation

10. BIDS/PROPOSALS

[10.1.](#) Precision Planning, Inc. - Design/Project Management - Fire Station #4 Addition/Renovation

11. APPOINTMENTS

[11.1.](#) NEGRC - Comprehensive Economic Development Strategy (CEDS) Committee

[11.2.](#) Appointments - Walton Co. DFCS Board

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

13. ANNOUNCEMENTS

14. EXECUTIVE SESSION

15. ADJOURNMENT

If you are an individual with a disability and require special assistance at this meeting, please contact our office at [770-267-1301](tel: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.



Alcovy Judicial Circuit

May 29, 2026

Mr. David Thompson, Chairman
Chair, Walton County Board of Commissioners

Dear Chairman Thompson:


On behalf of the judges of the Alcovy Judicial Circuit Superior Court, the District Attorney's Office, and the Public Defender's Office, we write to express our sincere appreciation for your invitation to meet yesterday to discuss future plans for courthouse space. Your initiative in bringing together our offices for this conversation reflects the kind of forward-thinking leadership that serves Walton County well.

As we discussed, the Alcovy Judicial Circuit is among the fastest-growing judicial circuits in the State of Georgia. The workload across all classes of courts—as well as in the District Attorney's Office and the Public Defender's Office—continues to increase in direct proportion to the growth of our community. That trajectory shows no sign of slowing. Thus, the need for additional space is not a matter of if, but when, and we believe it is both prudent and necessary to begin planning now rather than react to a crisis later.

We are grateful for your vision in recognizing the importance of this issue and for actively seeking input from our offices. We look forward to continuing this dialogue and to working with the Board of Commissioners toward solutions that will serve the administration of justice in Walton County for years to come.

Thank you again for your time and for your commitment to our community.

Respectfully,


Layla Zon
Chief Judge, Alcovy Judicial Circuit
Superior Court of Georgia


Randy McGinley
District Attorney, Alcovy Judicial Circuit


Anthony Carter
Public Defender, Alcovy Judicial Circuit



Planning and Development Department Case Information

Case Number: Z26-0119

Meeting Dates: Planning Commission 06-04-2026

Board of Commissioners 07-07-2026

Applicant:
Christine Rojas Carrillo
4350 Tiffany Lane
Loganville, Georgia 30052

Owners:
Alejandro & Christine Rojas Carrillo
4350 Tiffany Lane
Loganville, Georgia 30052

Current Zoning: The current zoning is A1.

Request: Rezone 4.22 acres from A1 to A to grow and sell fruits, vegetables, eggs and cottage food items with customer contact and Variance for accessory building to be in the front yard on less than 5 acres.

Addresses: 4350 Tiffany Lane, 4330 Shiloh Road & 4310 Shiloh Road, Loganville, Georgia 30052

Map Numbers/Site Areas: Parcel #N039A024 is 4350 Tiffany Lane and contains 2.29 acres; Parcel #N039A025 is 4330 Shiloh Road and contains 0.91 acres and Parcel #N039A026 is 4310 Shiloh Road which contains 1.02 acres.

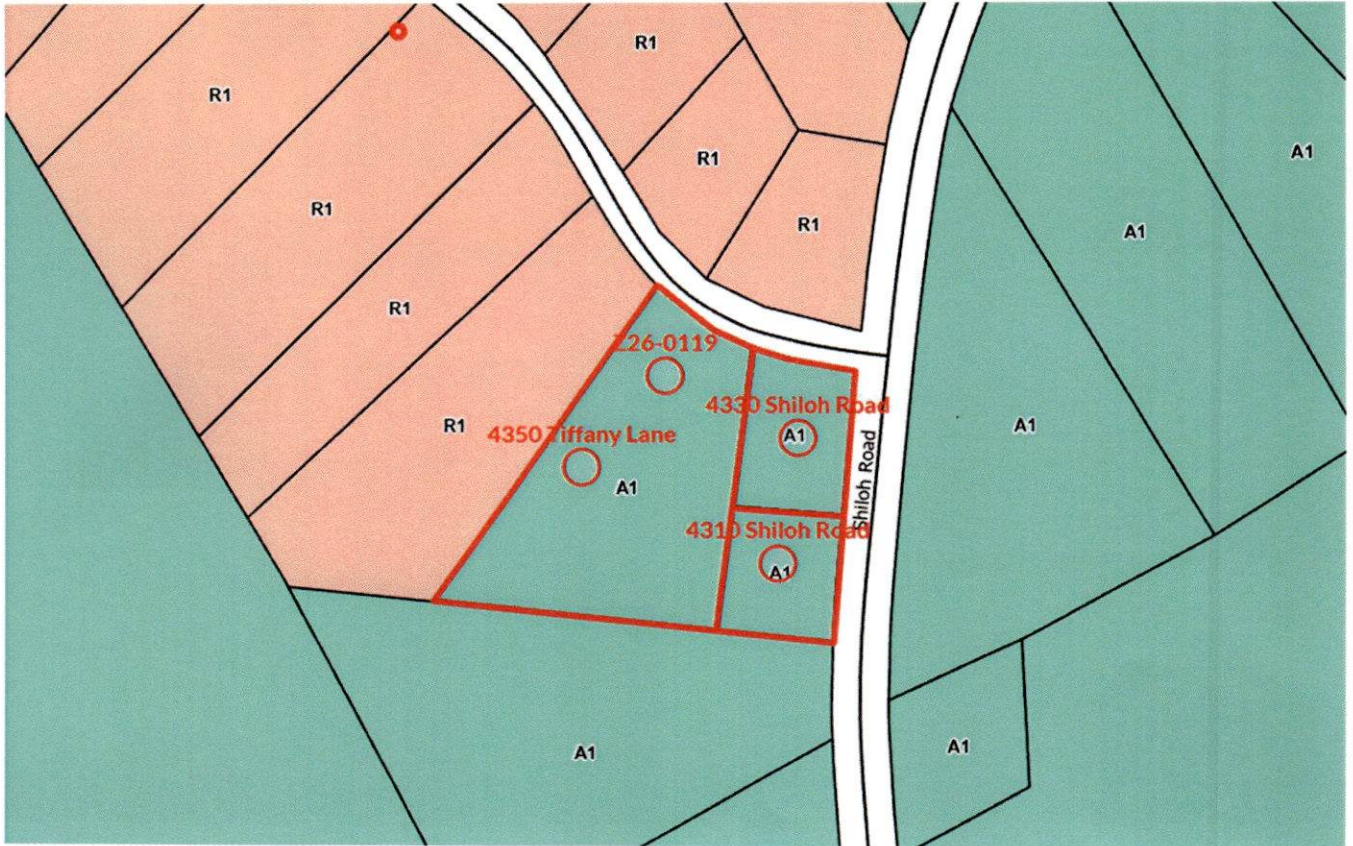
Character Area: Suburban

District 1 Commissioner- Amarie Warren Planning Commission—Josh Ferguson

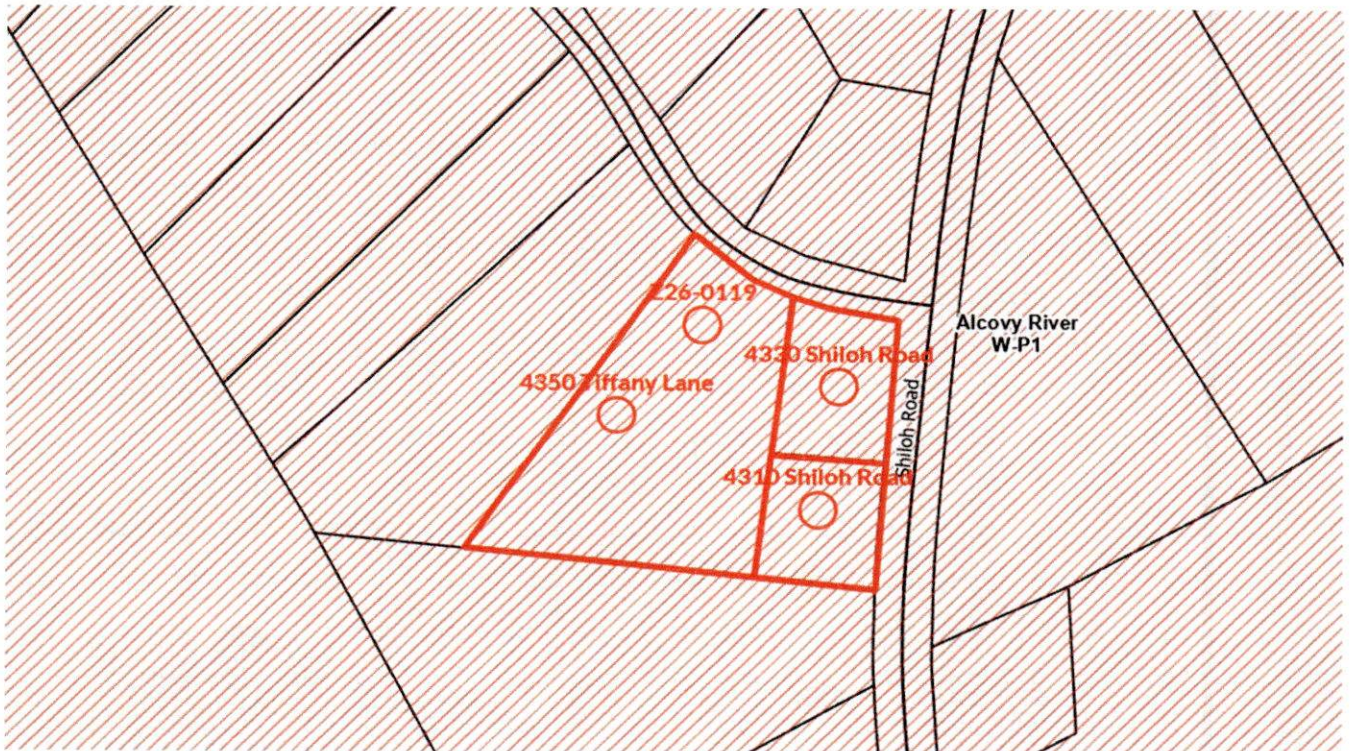
Existing Site Conditions: Property at 4350 Tiffany Lane consists of a house, detached garage and shed and 4330 & 4310 Shiloh Road is vacant land.



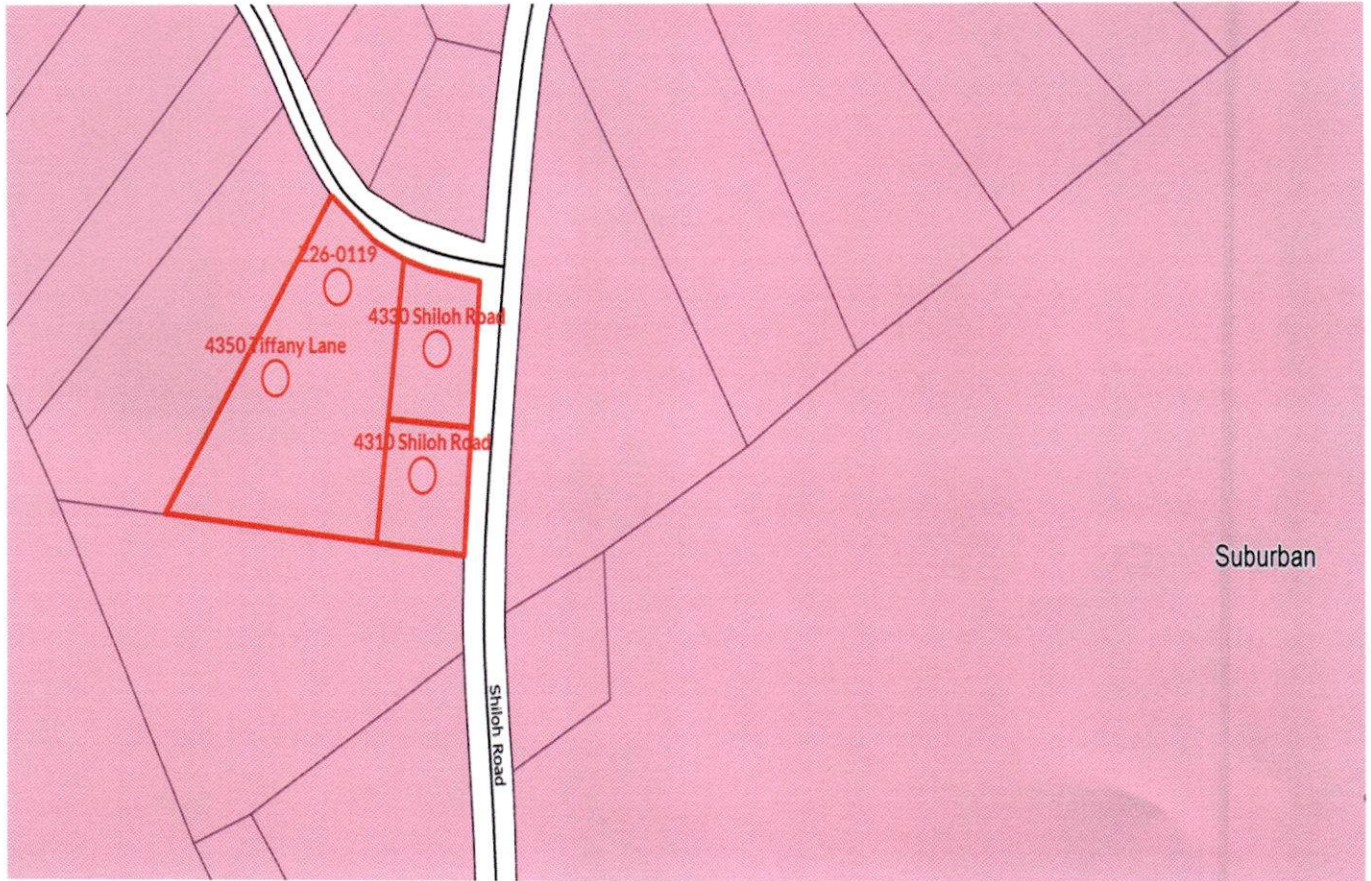
The surrounding properties are zoned R1 and A1.



The property is in the Alcovy River Watershed Protection Area.



The Future Land Use Map for this property is Suburban.



History:

Z21090015	Christine Rojas	R1 to A1 to have personal animals	N039A024, 025 & 026 4350 Tiffany Lane 4330 Shiloh Rd 4310 Shiloh Rd	Approved w/conditions
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Conditions: Livestock be limited to parcels that front on Shiloh Road and all guidelines for livestock be followed. (See attached).

Staff Comments/Concerns: Applicant already has a business license for Carrillo’s Farm Stand for retail bakeries with no customer contact (See attached). There is no homeowner’s association at Buffalo Hills Subdivision. **IF APPROVED, THE PARCELS WILL NEED TO BE COMBINED DUE TO 2 OF THE PARCELS NOT MEETING THE A ZONING REQUIREMENTS.)**

Public Works: Public Works recommends considering a commercial driveway for a Business.

Sheriff's Department: No concerns

Water Authority: No system impacts anticipated.

Fire Marshall Review: No comments

Fire Department Review: No impacts foreseen.

Board of Education: No impact on the school system.

GDOT: No Concerns.

City of Monroe: No issues for the City of Monroe utilities.

PC Action 6/4/2026:

1. Z26-0119 – Rezone 4.22 acres from A1 to A to grow and sell fruits, vegetables, eggs and cottage food items with customer contact – Applicant: Christine Rojas Carrillo/Owners: Alejandro & Christine Carrillo – property located at 4350 Tiffany Lane, 4330 & 4310 Shiloh Road – Map/Parcels N039A024, 025 and 026 - District 1

Presentation: Christine Carrillo represented the case. She lives on Tiffany Lane and 5 years ago she rezoned her property from R1 to A1 to have personal outside animals. In this rezone she is asking to be rezoned from A1 to A to grow fruits and vegetables, have animals and to also have a farmstand at home. She homeschools her children and would like farming to be an experience for them. She also wants to help others and her neighbors. She has a license from the Department of Agriculture. She said she has a Prayer Box on the bottom shelf of the Farm Stand. People in the community can come and get food and if they have no money then there is no questions asked.

Josh Ferguson asked about the condition from the last Rezone that says animals are to be on Shiloh Road and if you acquired more animals would you be able to be in compliance with them being on Shiloh Road. Ms. Carrillo stated that she would like to

expand the area and have sheep for grazing and would like that to be in a separate area.

Josh Ferguson asked if it was just to the red dash line on her site plan. She said that the fence goes along the property splitting up her property on Tiffany Lane and the properties on Shiloh Road. She also stated that she has 4 sheep already.

Josh Ferguson asked if she was aware that the property would need to be combined. She said that she was advised of this. She was advised that she would either have to combine the property to A and have her farmstand or take that away.

Ms. Carrillo stated she is working full-time and this is a very small farm. She asked if we could provide a letter to a surveyor saying that the Board is requiring this so it would be lower in cost and Josh Ferguson advised her that we cannot do that.

Kristi Parr, Director, advised that the 2 Parcels on Shiloh Road do not meet the requirements for A is the reason she is having to combine them. She went on to say that when Ms. Carrillo rezoned her property 5 years ago that the A zoning required 5 acres. Ms. Carrillo would need to get a surveyor to combine the lots.

Josh Ferguson asked about the location of the farm stand and Kristi Parr advised that this will not be permitted where it is because you need 5 acres for an accessory building to be in the front yard.

Josh Ferguson asked if the Variance could be added to the meeting and he was advised that this can be added as long as it is advertised again correctly.

Speaking: No one

Recommendation: Josh Ferguson made a motion to recommend approval with the following conditions: 1) All 3 parcels to be combined; 2) animals have to be maintained in the pink areas up to the red dotted line on the site plan; 3) Variance to allow farm stand in the front yard on less than 5 acres and was seconded by Michelle Trammel. The Motion carried unanimously.



**Walton County
Planning and Development**

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

OCCUPATIONAL TAX CERTIFICATE

BUSINESS LICENSE NUMBER : 26-0009

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

CARRILLO'S FARM STAND

4350 TIFFANY LN LOGANVILLE GA 30052, LOGANVILLE

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

Retail Sales
RETAIL BAKERIES

Description, Limitations, Notes: MAKES BAKED GOODS, HOME OFFICE ONLY - NO SALES AT RESIDENCE

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

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

Cheryl Willard

Cheryl Willard
Permit Tech



EFFECTIVE DATE
January 12, 2026

EXPIRATION DATE
January 12, 2027

STATE OF GEORGIA
COUNTY OF WALTON

CASE NO. Z21090015

- 1. Rezone – Z21090015 – Rezone 4.22 acres from R1 to A1 to have personal animals– Applicant: Christine Rojas/Owner: Alejandro Carrillo & Christine Rojas – Property located on 4350 Tiffany Lane & 4330&4310 Shiloh Rd/Map/Parcels N039A024, 025 & 026 – District 1.

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF WALTON COUNTY, GEORGIA

WHEREAS, the Walton County Planning Commission held a duly advertised public hearing and filed a formal recommendation with the Board of Commissioners of Walton County upon an Application to Amend the Official Zoning Map of Walton County from R1 TO A1 by CHRISTINE ROJAS for the proposed use TO HAVE PERSONAL ANIMALS AT 4350 TIFFANY LANE/4330 & 4310 SHILOH ROAD, Map/Parcel IDS N039A024, 025, AND 026; and

WHEREAS, notice to the public regarding said Amendment to the Official Zoning Map of Walton County has been duly published in The Walton Tribune, the Official News Organ of Walton County; and

WHEREAS, a public hearing was held by the Board of Commissioners of Walton County on 12-07-2021 and objections were not filed.


NOW, THEREFORE, the Board of Commissioners of Walton County, Georgia, hereby ordains that the aforesaid Application to Amend the Official Zoning Map of Walton County from R1 to A1 in Case No. Z21090015 is hereby APPROVED WITH CONDITIONS.


The Board of Commissioners of Walton County, Georgia further directs the County Clerk to enter upon the minutes of the meeting at which this ordinance is adopted the following: "On the 7TH DAY OF DECEMBER, 2021, by official action of the Board of Commissioners of Walton County, the following changes were made to the Official Zoning Map of Walton County: The zoning classification of Walton County Parcel ID#S N039A024, 025 & 026 was changed from R1 TO A1 with the following conditions:

- 1. Livestock be limited to parcels that front on Shiloh Road and all guidelines for livestock be followed.

SO ORDAINED, this 7TH DAY OF DECEMBER, 2021.

Board of Commissioners of Walton County

By: 
David G. Thompson, Chairman

Attest: 
Rhonda Hawk, County Clerk

Rezone Application # 226-0119 Application to Amend the Official Zoning Map of Walton County, Georgia

Planning Comm. Meeting Date 6-4-2026 at 6:00PM held at **WC Historical Court House, 111 S. Broad St, Monroe, Ga (2nd Floor)**

Board of Comm Meeting Date 7-7-2026 at 6:00PM held at **WC Historical Court House**

You or your agent must be present at both meetings

Map/Parcel N039A024, N039A025, N039A026

Applicant Name/Address/Phone #	Property Owner Name/Address/Phone
<u>Christine A Rojas Carrillo / 786-525-3421</u>	<u>Christine Rojas / 786-525-3421</u>
<u>4350 Tiffany Lane</u>	<u>4350 Tiffany Lane</u>
<u>Loganville, Ga 30052</u>	<u>Loganville, Ga 30052</u>
E-mail address: _____	(If more than one owner, attach Exhibit "A")
Phone # <u>786-525-3421</u>	Phone # <u>786-525-3421</u>

Location: Tiffany Lane ^{Walton County} Requested Zoning A Acreage 4.22

Existing Use of Property: Farming and Residential

Existing Structures: Home, detached garage, shed

The purpose of this rezone is to bring our farmstead back to operation We are requesting a change to A (Agriculture) to grow & sell farm products with customer contact and cottage food items

Property is serviced by the following:

Public Water: Provider: Walton County Water ^{Department} 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 Christine Rojas Date 4/28/2026 Fee Paid \$400

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 R1 South A1
East A1 West R1

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

Commission District: 1-Amarie Warren Watershed: Alcany River TMP

I hereby withdraw the above application _____ Date _____

Disclosure of Campaign Contributions

In accordance with the Conflict of Interest in Zoning Act, O.C.G.A., Chapter 36-67A, the following questions must be answered:

Have you the applicant made \$250 or more in campaign contributions to a local government official within two years immediately preceding the filing of this application?

_____ yes no

If the answer is yes, you must file a disclosure report with the governing authority of Walton County showing:

1. The name and official position of the local governing authority in Walton County to whom the campaign contribution was made.
2. The dollar amount and description of each campaign contribution made during the two years immediately preceding the filing of this application and the date of each such contribution was made.

This disclosure must be filed when the application is submitted.

Christian A. Reagin

Signature of Applicant/Date

Check one: Owner Agent _____

1. Existing uses and zoning of nearby property

The surrounding properties are primarily agricultural (A1) and low-density residential (R1) uses. Nearby parcels include single-family homes on large lots as well as undeveloped or agricultural land. The area maintains a rural character with a mix of residential and agricultural uses, and we believe the proposed use is consistent with this pattern.

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

The current A1 zoning restricts the ability to conduct limited direct-to-consumer agricultural sales. Allowing minimal customer contact through rezoning to A would enable a reasonable use of the property without negatively impacting surrounding property values, as the scale of the operation remains minimal and compatible with the area.

3. The extent to which the destruction of property values promotes public welfare

Maintaining the current restriction does not significantly promote public health, safety, morals, or general welfare. Allowing limited agricultural sales supports local food access, small-scale farming, and community engagement, which are consistent with public welfare goals. The proposed use from A1 to A (agricultural) does not introduce any adverse impacts that would justify limiting the property's reasonable use.

4. The relative gain to the public vs. hardship to the owner

The hardship imposed on the property owner is the inability to utilize the property for small-scale agricultural commerce. The public benefit of maintaining the restriction is minimal. In contrast, approval of the rezoning provides community access to locally produced goods while maintaining a low-impact use. Therefore, the benefit to the property owner and surrounding community outweighs any negligible impact to the public.

5. Suitability of the property for the zoned purposes

The property is well-suited for agricultural use and small-scale or limited customer interaction. It has an existing driveway with adequate access and space for safe vehicle turnaround. The layout allows customer activity to remain near the front of the property, while the residence is located toward the rear, providing natural separation and buffering from neighboring properties.

6. Length of time the property has been vacant as zoned

The property is not vacant and is currently used as a residence and agricultural homestead. However, under the current zoning, it has not been able to fully function as a direct-to-consumer agricultural operation. The requested rezoning would allow the property to be utilized more effectively in a manner consistent with its agricultural character and the surrounding area.

RE: Rezoning Request from A1 to A for Customer Contact Use**Property Address:** 4350 Tiffany Lane, Loganville, GA 30052

Dear Walton County Planning Commission,

We respectfully submit this request to rezone our property from A1 (Agricultural) to A (Agricultural) to allow limited customer contact associated with a small-scale farm stand.

The property is currently used as our primary residence and agricultural homestead. We produce homemade and agricultural goods, including cottage food items, and seek to offer these products directly to the local community in a controlled and low-impact manner.

The proposed use is intentionally small in scale. Customer activity will be limited to a designated area near the front of the property along the existing driveway. No more than two customer vehicles will be accommodated at any given time. All vehicles will enter and exit via the existing driveway, which includes sufficient space for turnaround, ensuring no impact to traffic flow along Tiffany Lane.

No additional structures of commercial scale are proposed. The existing residential character of the property will remain unchanged. The primary residence and private areas, including the rear of the property, will remain inaccessible to customers.

We are committed to maintaining the rural and agricultural character of the surrounding area. This request supports local agriculture, provides access to locally produced goods, and aligns with the intent of agricultural zoning by allowing direct farm-to-consumer interaction.

We respectfully request approval of this rezoning to support our small farm operation while maintaining compatibility with surrounding properties.

Sincerely,
Christine Rojas Carrillo and Alejandro Carrillo
Property Owner(s)



Christine Carrillo

Farm # 4618 Tract # 10944 Walton County -Christine Ashley Marie Rojas Carrillo

11 messages

Owens, Jennifer - FSA - GA <jennifer.owens2@usda.gov>

To: Christine Carrillo

Tue, Nov 19, 2024 at 2:03 PM

Good afternoon,

Below is a copy of the completed map that is drawn off of your property at [4350 Tiffany Lane](#) in Loganville, GA. Your assigned farm number is 4618, with tract number of 10944 all out of Walton County. You may use these numbers to now apply to any of the disaster assistance programs within USDA that are run by the Farm Service Agency (FSA) and Natural Resources and Conservation Services (NRCS). A great website to look up all the available programs we offer is at <https://www.fsa.usda.gov/programs-and-services/disaster-assistance-program/index>.

Also attached is your completed acreage report . Please review this report, **sign and date and email it back to me once completed**. Please be aware that these acreage reports are due annually each year, and as a courtesy to our producers, we will be mailing these out to you to sign. The deadline to report crops is usually subject to the type of crops that are grown. In other words, there are different deadlines for different crops. If you do not receive an acreage report in the mail by June each year, then please call our office so that we can manually populate the report for you. Any acreage reports that are filed after the deadline date are subject to a late file fee.

*Farm Service Agency policy requires that producers participating in programs submit an annual acreage report regarding all cropland used on their farms. Failure to file an accurate and timely acreage report for all crops and land uses can result in loss of program benefits. Producers are required to self-report all cropland on each farm to FSA annually. FSA uses this data to determine payment eligibility and to calculate losses for various disaster programs.

Very Respectfully,



**Jennifer L.
Owens**

Program Technician

Oconee/Walton FSA

Phone: 706-769-3987 ext.2

Email: jennifer.owens2@usda.gov

1291 Greensboro Hwy

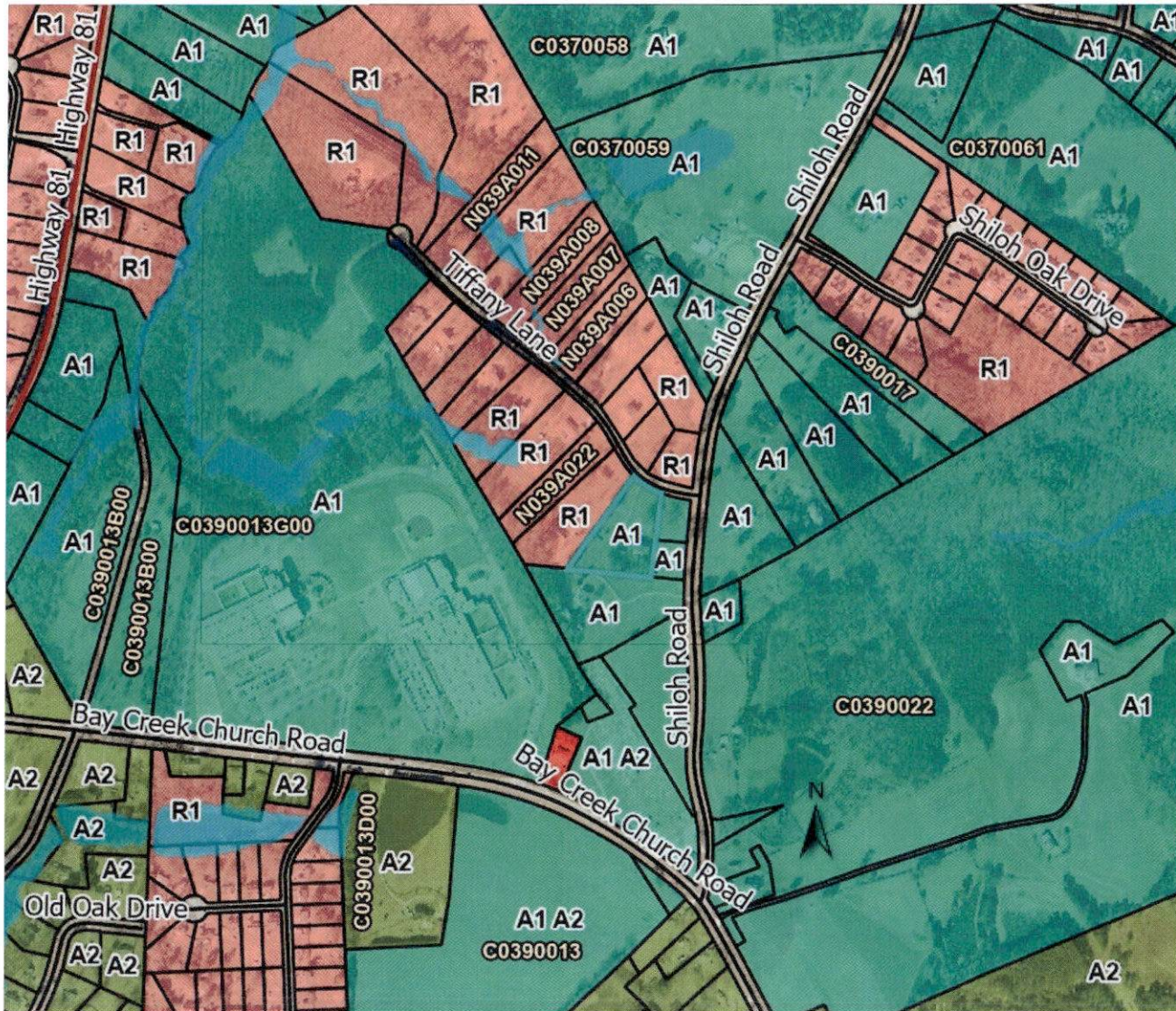
Suite: A104

Watkinsville, GA 30677

Stay Connected with USDA:



USDA is an equal opportunity provider and employer.



Flood Map Dec 2022

- A- 100 Year Flood Area - Areas of 1% annual chance flood also known as the base flood. Base Flood Elevations (BFE) have not been determined.
- AE - 100 Year Flood Area - Areas of 1% annual chance flood also known as the base flood. Determined by detailed methods with Base Flood Elevations (BFE).

921 ft

The area highlighted is the site of the home with the adjoining parcels to it's right.

Not For Final Recording



Parcel ID N039A024
 Class Code Residential
 Taxing District Walton County
 Acres 2.29

Parcel ID N039A025
 Class Code Residential
 Taxing District Walton County
 Acres 0.91

Parcel ID N039A026
 Class Code Residential
 Taxing District Walton County
 Acres 1.02

Owner CARRILLO ALEJANDRO &
 ROJAS CHRISTINE ASHLEY MARIE
 4350 TIFFANY LN
 LOGANVILLE, GA 30052
 Physical Address 4350 TIFFANY LN

Owner CARRILLO ALEJANDRO &
 ROJAS CHRISTINE ASHLEY MARIE
 4350 TIFFANY LN
 LOGANVILLE, GA 30052
 Physical Address 4330 SHILOH RD

Owner CARRILLO ALEJANDRO &
 ROJAS CHRISTINE ASHLEY MARIE
 4350 TIFFANY LN
 LOGANVILLE, GA 30052
 Physical Address 4310 SHILOH RD

Not For Final Recording

(Note: Not to be used on legal documents)

USDA **Walton County, Georgia**



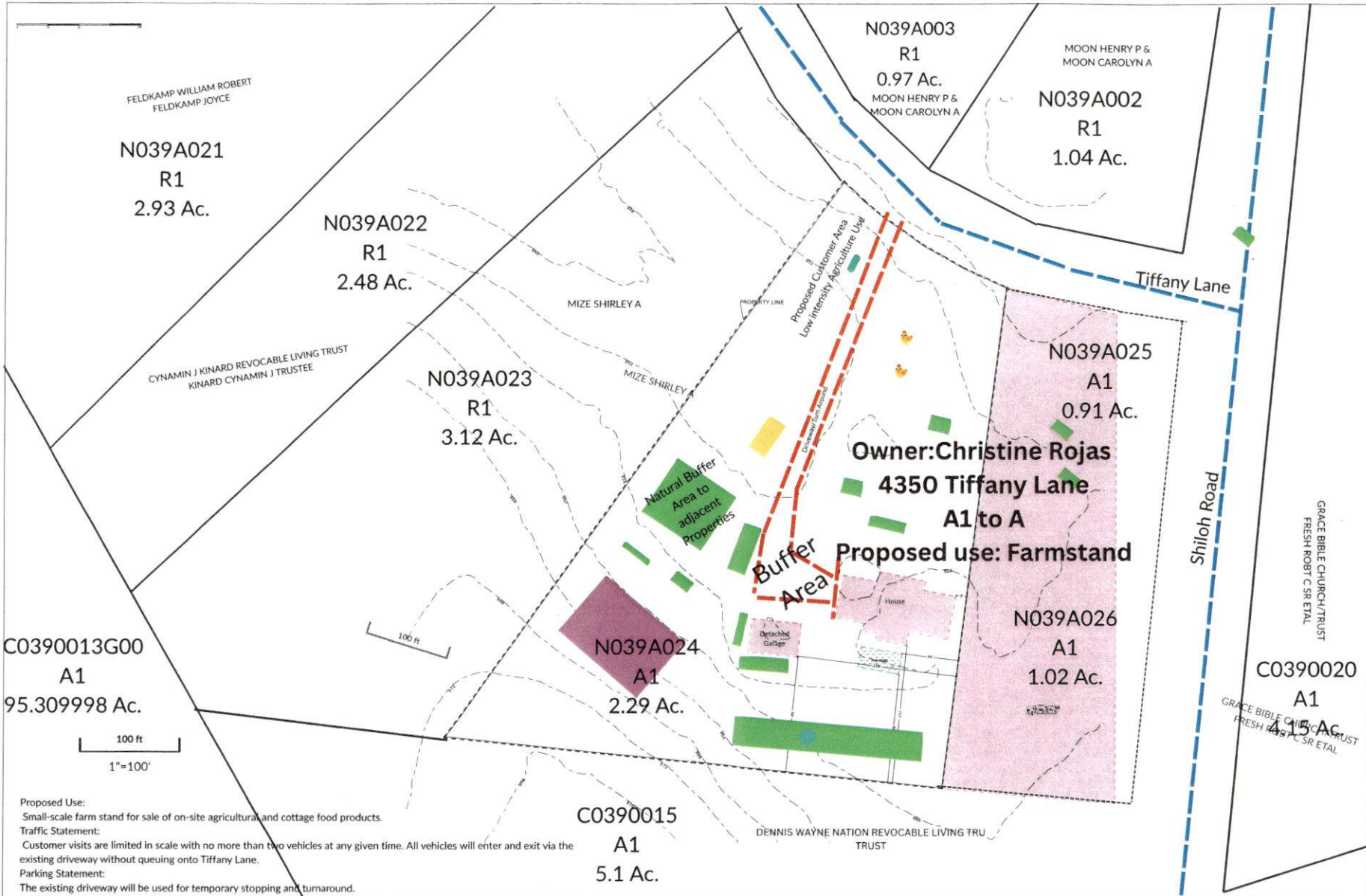
Common Land Unit
 Cropland Non-cropland CRP

2025 Crop Year

Farm **4618**
Tract **10944**

Wetland Determination Identifiers
 ● Restricted Use
 ▼ Limited Restrictions
 ■ Exempt from Conservation Compliance Provisions

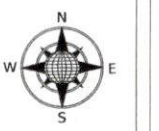




4350 TIFFANY LN, LOGANVILLE, GA 30052, USA
 PARCEL ID: IAPNO: N039A024
 OWNER: CAROLLO ALEANDRO & YEAR BUILT:
 LOCALITY: LOGANVILLE COUNTY: WALTON
 PROPERTY AREA: 7.8495 ACRES
 SQUARE FOOTAGE OF PROPERTY: 535,811 SQ. FT.
 PROPERTY HEIGHT: 488.8 FT.
 ZONING:
 LATITUDE: 33.85543466
 LONGITUDE: -83.86258881
 FLOODZONE:
 FLOODZONE SUBTYPE:

IQI
 INTELLIGENT COPLOT
 www.IQI.ai

4350 TIFFANY LN,
 LOGANVILLE, GA 30052,
 USA
 1" = 2.77'
 24" x 36"



LEGENDS

- PROPERTY LINE
- DRIVEWAY LINE
- TURNAROUND LINE
- EXISTING ROOF LINE
- SEWER LINE
- LAWN HATCH
- HARDSCAPE HATCH
- POOL HATCH

Proposed Use:
 Small-scale farm stand for sale of on-site agricultural and cottage food products.

Traffic Statement:
 Customer visits are limited in scale with no more than two vehicles at any given time. All vehicles will enter and exit via the existing driveway without queuing onto Tiffany Lane.

Parking Statement:
 The existing driveway will be used for temporary stopping and turnaround.

Residential Separation:
 All customer activity is located near the front of the property. Primary residence and private areas are located to the rear.

Floodplain Statement:
 Floodplain areas on the parcel will remain undisturbed and will not be developed.

- Sheep area
- Chicken area/Tractors
- Proposed Area for the Farmstand
- Current fruiting trees/garden areas
- Proposed future gardening area
- Proposed future greenhouse area

Date: 3/26/2026
 Not for Final Recording



Planning and Development Department Case Information

Case Number: Z26-0123

Meeting Dates: Planning Commission 06-04-2026

Board of Commissioners 07-07-2026

Applicant:
Donnie A Wright, III Esq.
Rosenthal Wright, LLC
110 Court Street
Monroe, Georgia 30655

Owners:
William Paul Jones, Jr. and
Tobey Lorraine Jones
2961 Old Highway 138
Monroe, Georgia 30655

Current Zoning: The current zoning is A1.

Request: Rezone 60.11 acres from A1 to A to grow and sell fruits, vegetables, herbs and flowers to the local community and have customer contact where they can pick their own items.

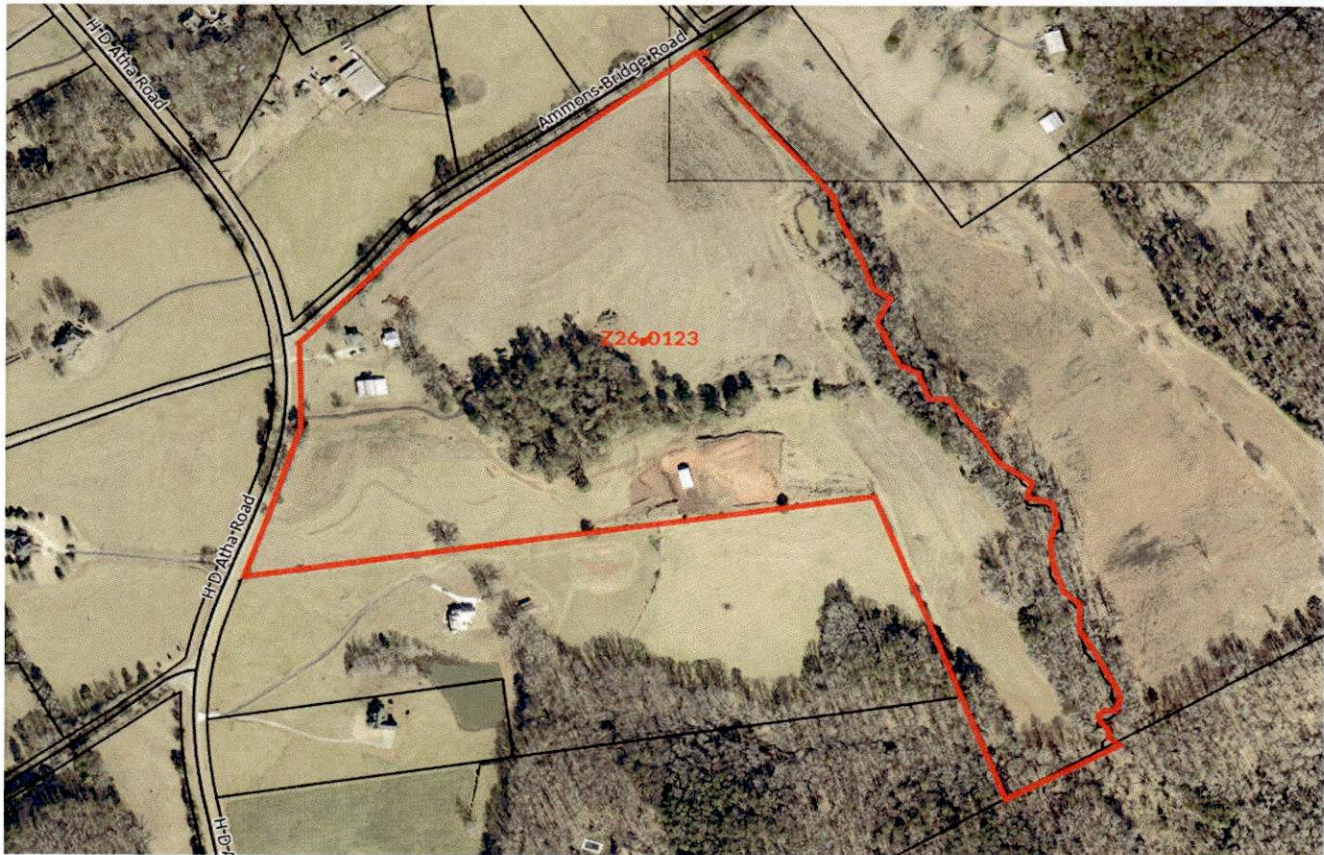
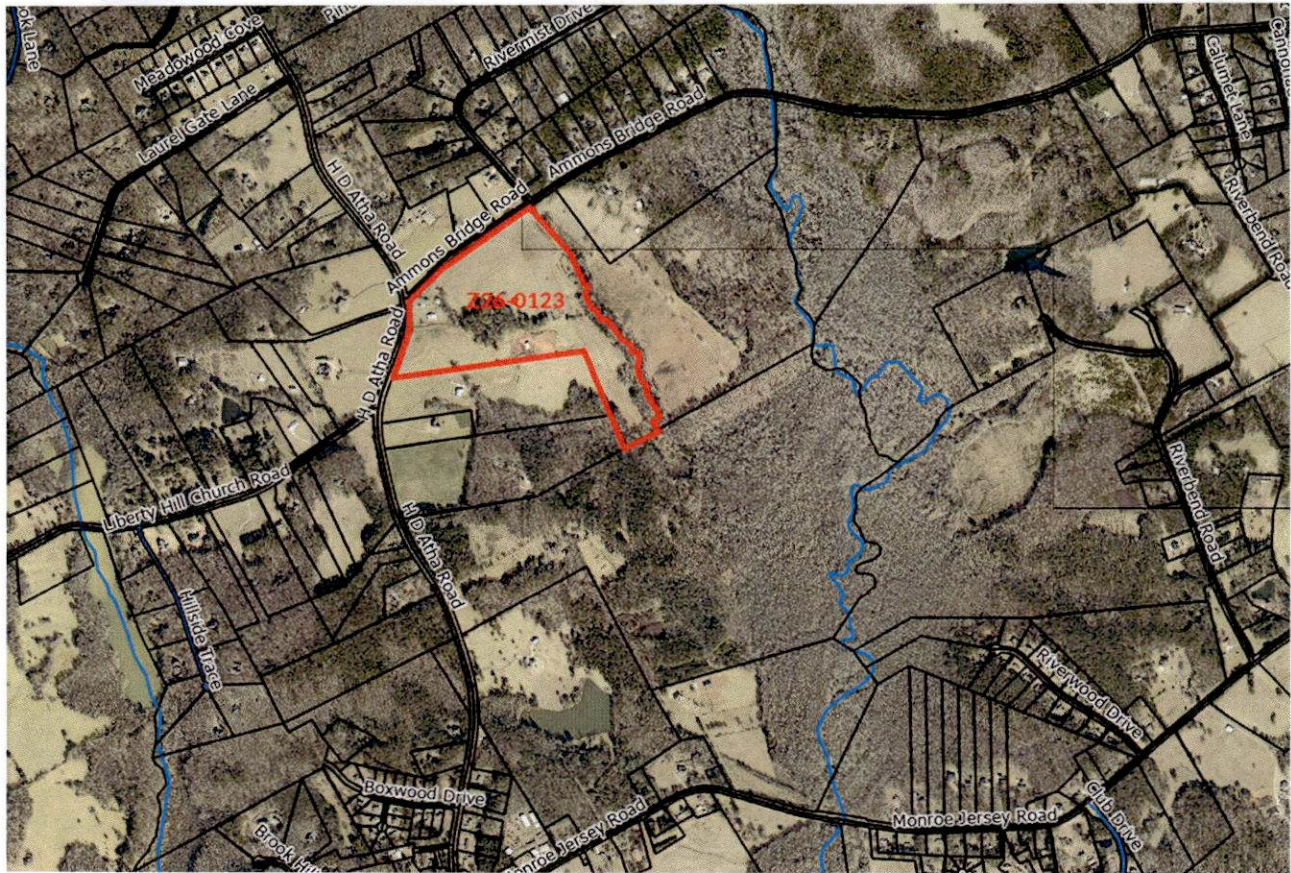
Addresses: 2120 H D Atha Road and Ammons Bridge Road, Monroe, Georgia 30655

Map Number/Site Area: C0770094A00 is 2120 H D Atha Road & Ammons Bridge Road, Monroe, Georgia 30655 and contains 60.11 acres.

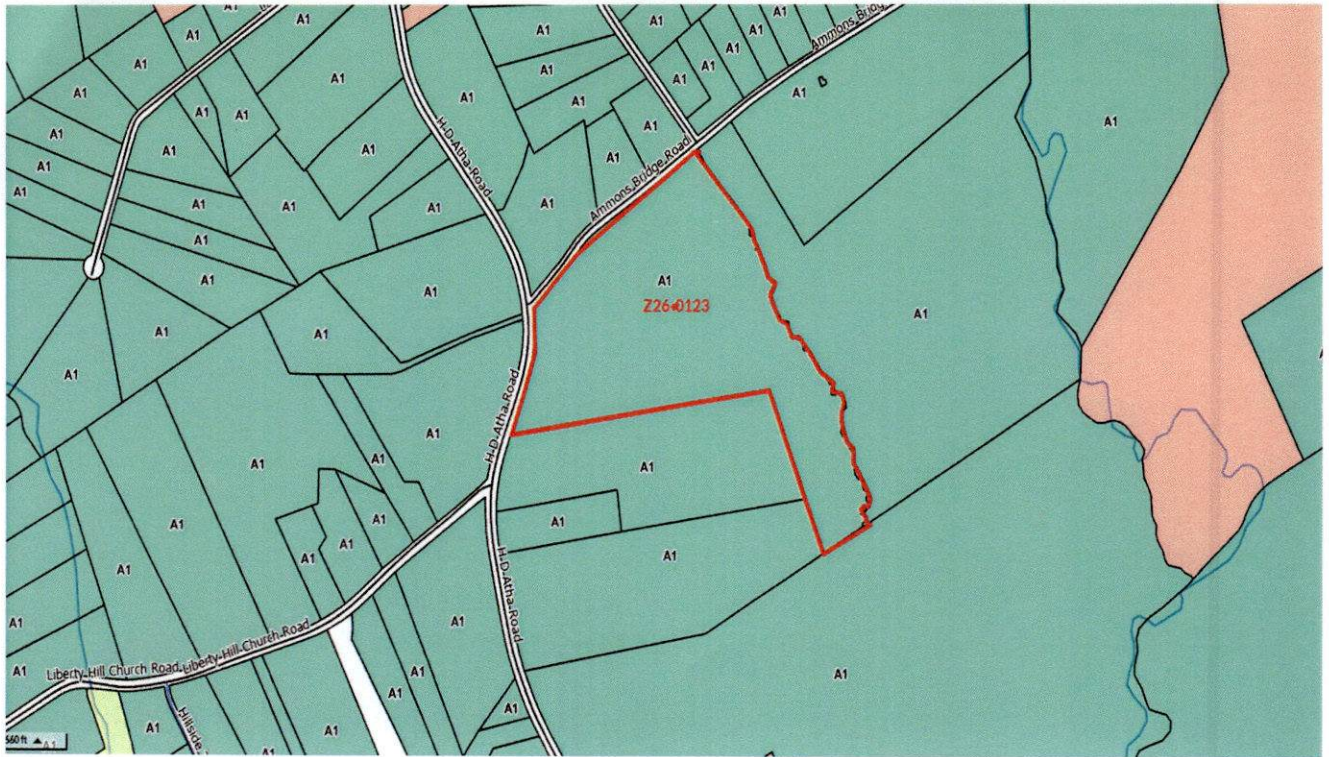
Character Area: Suburban

District 5 Commissioner- Jeremy Adams Planning Commission–Tim Hinton

Existing Site Conditions: Property consists of a house, 1 wood building, 2 barns, 2 greenhouses and 1 gazebo.

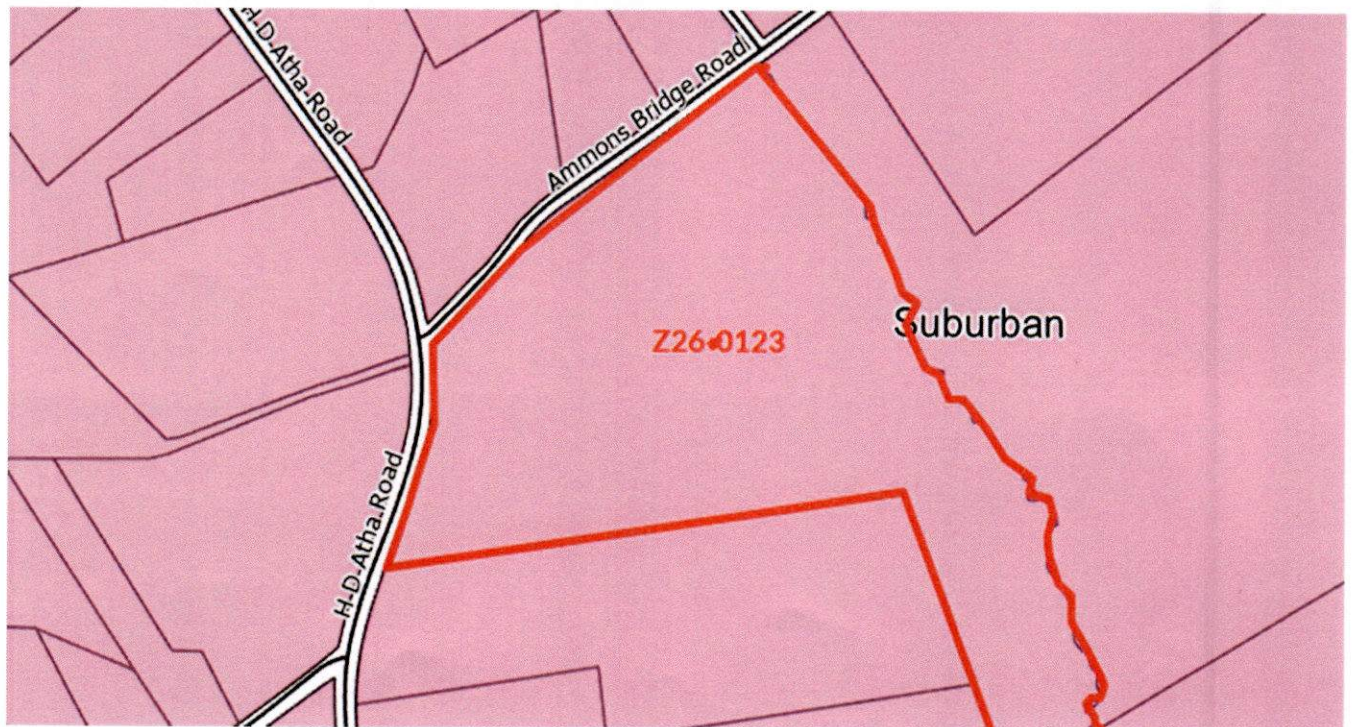


The surrounding properties are zoned A1.



The property is not in a Watershed Protection Area.

The Future Land Use Map for this property is Suburban.



History: No History

Staff Comments/Concerns:

Public Works: Public Works recommends considering a commercial driveway for a Business.

Sheriff's Department: No concerns

Water Authority: No system impacts anticipated.

Fire Marshall Review: All public access buildings shall comply with all codes set forth by the Office of Commissioners of Insurance State Fire Marshal Rules and Regulations, Walton County Ordinances, Life Safety Code and International Fire Code.

Fire Department Review: No impacts foreseen.

Board of Education: No impact on the school system.

GDOT: No Concerns.

City of Monroe: No issues for the City of Monroe utilities.

PC Action 6/4/2026:

1. Z26-0123 – Rezone 60.11 acres from A1 to A to grow and sell fruits, vegetables, herbs and flowers with customer contact and up-pick – Applicant: Donnie A Wright, III Esq./Owners: William Paul Jones, Jr. & Tobey Lorraine Jones – property located at 2120 H D Atha Road & Ammons Bridge Rd – Map/Parcel C0770094A00 - District 5

Presentation: Donnie Wright represented the case for William Paul Jones, Jr. and Tobey Lorraine Jones who have lived in this County for more than 59 years. They are asking to rezone the property from A1 to A for a small commercial operation and this will be seasonal. He stated that this request falls in line with the Comprehensive Plan. On the

property the owner has tractors, acreage and a good bit of barns. They would like to grow flowers and vegetables and have people come and pick their own flowers and vegetables. The house that is on the property is not lived in full time but the family spends most of their time there on the weekends. The owner's vision for the property is to grow and provide food, herbs, and flowers to help build the community. The initial product grown on the property will be various fruits, vegetables, and flowers. There is a red barn on the property that they will store farm equipment in. They also have 2 greenhouse buildings and a one-story frame building used for friends and family to gather and fellowship. This is not a major operation and most cars on a good day would be no more than 5. Farming is a legacy for the family, and they would like to see this continue. The adjacent landowner, Kris Rosendahl, has no issue with this request.

Speaking: No one

Recommendation: Josh Ferguson made a motion to recommend approval as submitted with a second by Robert Post. The Motion carried unanimously.

Rezone Application # 226-0123
Application to Amend the Official Zoning Map of Walton County, Georgia

Planning Comm. Meeting Date 6/4/26 at 6:00PM held at **WC Historical Court House, 111 S. Broad St, Monroe, Ga (2nd Floor)**
Board of Comm Meeting Date 7/7/26 at 6:00PM held at **WC Historical Court House**
You or your agent must be present at both meetings

Map/Parcel C0770094A00

Applicant Name/Address/Phone #	Property Owner Name/Address/Phone
<u>Rosenthal Wright, LLC; Donnie A. Wright, III, Esq.</u>	<u>William Paul Jones, Jr. & Tobey Lorraine Jones</u>
<u>110 Court Street</u>	<u>2961 Old Hwy. 138</u>
<u>Monroe, GA 30655</u>	<u>Monroe, GA 30655</u>
<u>770-267-2894</u>	<u>(If more than one owner, attach Exhibit "A")</u> <u>404-909-5474</u>

Location: 2120 H D Atha Road Requested Zoning A Acreage 60.105
Existing Use of Property: Farm.
Existing Structures (1) detached residence, (1) wood framed building, (2) storage barns/buildings, (2) greenhouses, (1) gazebo
The purpose of this rezone is To allow for small commercial farming operations for food, herbs, and flowers. Also, to allow for in person selection (pick your own) and sale of herbs and flowers grown in a greenhouse.
Property is serviced by the following:
Public Water: Yes. Provider: Walton County Well: _____
Public Sewer: No. Provider: _____ Septic Tank: Yes.

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] 4-30-26 \$ 1,200.00
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 A1 Surrounding Zoning: North A1 South A1
East A1 West A1

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

Commission District: 5-Jeremy Adams Watershed: TMP

I hereby withdraw the above application _____ Date _____

Disclosure of Campaign Contributions

In accordance with the Conflict of Interest in Zoning Act, O.C.G.A., Chapter 36-67A, the following questions must be answered:

Have you the applicant made \$250 or more in campaign contributions to a local government official within two years immediately preceding the filing of this application?

_____yes _____ no

If the answer is yes, you must file a disclosure report with the governing authority of Walton County showing:

- 1. The name and official position of the local governing authority in Walton County to whom the campaign contribution was made.
- 2. The dollar amount and description of each campaign contribution made during the two years immediately preceding the filing of this application and the date of each such contribution was made.

This disclosure must be filed when the application is submitted.



Signature of Applicant/Date
Donnie A. Wright, III, Esq.

Check one: Owner _____ Agent _____

**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: Rosenthal Wright, LLC; Donnie A. Wright, III, Esq.

Address: 110 Court Street, Monroe, GA 30655

Location of Property: 2120 H D Atha Rd., Monroe, GA 30655

Map/Parcel Number: C0770094A00

Current Zoning: A1

Requested Zoning: A

William Paul Jones, Jr.
Property Owner Signature

Tobey Lorraine Jones
Property Owner Signature

Print Name: William Paul Jones, Jr.

Print Name: Tobey Lorraine Jones

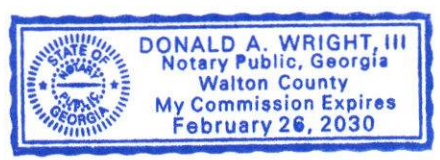
Address: 2961 Old Hwy. 138
Monroe, GA 30655

Address: 2961 Old Hwy. 138
Monroe, GA 30655

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.

Donald A. Wright, III
Notary Public

4-30-26
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 surrounding parcels of land are made up of farm land, and rural residential homes. The zoning classification of the surrounding parcels are A1.

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

The existing zoning classification limits the development of the Subject Property to a very limited scope of agricultural uses. Allowing the requested rezone will allow the Subject Property to realize its full economic potential with a small commercial agricultural farm operation while still preserving the rural character of the Subject Property on a long term basis.

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

Maintaining the current zoning as compared to granting this request does not promote 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;

There is no gain to the public by denying this rezone request given that the requested rezone will maintain the parcel in a very low density rural type use of general farming/agricultural purposes, and will further limit the overall residential yield on the property.

5. The suitability of the subject property for the zoned purposes; and
The Subject Property and the surrounding area are well suited for the rural agricultural use requested of light agricultural farming operations.

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 undeveloped, rural farm land for more than a century.
This is an appropriate long-term use of the property given the surrounding property classifications.

William Paul Jones, Jr. & Tobey Lorraine Jones**Rezone Request****Map/Parcel ID# C0770094A00****Letter of Intent & Project Overview**

William Paul Jones, Jr. ("Paul") and Tobey Lorraine Jones ("Tobey") have lived in Walton County, Georgia, for more than 59 years. The subject property is their home away from home, and where they spend most of their time on the weekends. Paul and Tobey's vision for the property is to grow and provide food, herbs, and flowers to the local community, as well as fellowship with friends and family.

The initial products grown on the property will be corn, watermelon, cantaloupes, green beans, butter beans, peas, squash, okra, strawberries, vegetable plants, annual flowers, and chrysanthemums. The products that will be grown on the property are seasonal and will be available for purchase by the public on the weekends, when available.

The buildings located on the property are a single-family residence, used by Paul and Tobey on the weekends, a barn and building used to store farm equipment, two greenhouse buildings, and a one-story wood frame building used for friends and family to gather and fellowship.

ROSENTHAL WRIGHT
ATTORNEYS AT LAW

From the desk of
Donnie A. Wright, III, Esq.

donnie@rosenthalwright.com

April 30, 2026

VIA HAND DELIVERY

Hon. David Thompson, Chairman
& District Commissioners
Walton County Board of Commissioners
303 South Hammond Drive, Suite 330
Monroe, Georgia 30655

Re: Rezone Application No.: Z-_____

Applicant: William Paul Jones, Jr. & Tobey Lorraine Jones

Rezoning: A-1 to A

Dear Honorable Chairman and Board of Commissioners,

The Petitioner in the above-referenced case has requested a rezone from A-1 to A for 60.105 +/- acres located off of H D Atha Road.

The purpose of this down-zoned rezone request is to allow for small family-based commercial farming operations to include planting, harvesting, and selling of food, herbs, and flowers.

Petitioner contends that the current zoning of A-1 prohibits any practical development of the property. Therefore, the Petitioner is requesting this current rezone request. If the Board of Commissioners grants the request, it will ensure compatibility with the adjacent property owners and the area in general. The Petitioner is unaware of any benefit to the public health, safety, morality or welfare of the community that would be served by denying this application for the requested rezone. Denying this request would violate Article I, Section I, Paragraph I of the Georgia Constitution of 1983 on the grounds that the denial would constitute an abuse of police power, in that the action would bear no substantial relationship to the public health, safety, morality, or general welfare, hence it would constitute a

PAUL L. ROSENTHAL
DONNIE A. WRIGHT, III
RUSSELL P. PRESTON, OF COUNSEL

110 COURT STREET
POST OFFICE BOX 926
MONROE, GEORGIA 30655
PHONE 770-267-2894
FAX 770-267-2899
WWW.ROSENTHALWRIGHT.COM

ROSENTHAL WRIGHT
ATTORNEYS AT LAW

deprivation of property without due process of law. In addition, the Fifth and Fourteenth Amendments of the United States Constitution would be violated by denying the rezone request.

The existing zoning of the property is unconstitutional, in that it renders the property unusable and destroys the marketability of the property, therefore constituting a taking of property without just compensation and without due process of law, in violation of the Fourteenth Amendment of the United States Constitution as well as Article I, Section I, Paragraph II of the Constitution of Georgia of 1983.

This notice is filed for the purpose of allowing the Walton County Board of Commissioners to grant the Petitioner's rezone request and be in compliance with the State and Federal Constitutions. This notice is further provided to preserve the Petitioner's rights to challenge any denial of the application as required by Dekalb Co. v. Bremby, 252 Ga. 510 (1984).

This letter is respectfully submitted in accordance with Georgia law to preserve the rights of the Petitioner and is submitted at the earliest possible time, contemporaneously with the application for rezone, to enable the Walton County Board of Commissioners to correct any zoning problems with the above referenced property and petition.

With kind regards,

I am,



Donnie A. Wright, III, Esq.

DAW/keg

cc: Paul and Tobey Jones (*via email only*)

Chip Ferguson, Esq. (*via email only*)



Planning and Development Department Case Information

Case Number: LU26-0128 and Z26-0114

Meeting Dates: Planning Commission 06-04-2026

Board of Commissioners 07-07-2026

Applicant:

Kerry Roe
6341 Highway 20
Loganville, Georgia 30052

Owners:

Kerry H & Regina M Roe
6341 Highway 20
Loganville, Georgia 30052

Current Zoning: The current zoning is A1.

Request: Land Use Change from Highway Corridor to Suburban and Rezone 1.329 acres of a 4.33 acre tract from A1 to R1 to create a buildable lot.

Address: 6327 Highway 20, Loganville, Georgia 30052

Map Number/Site Area: C0090016 – 4.33 acres

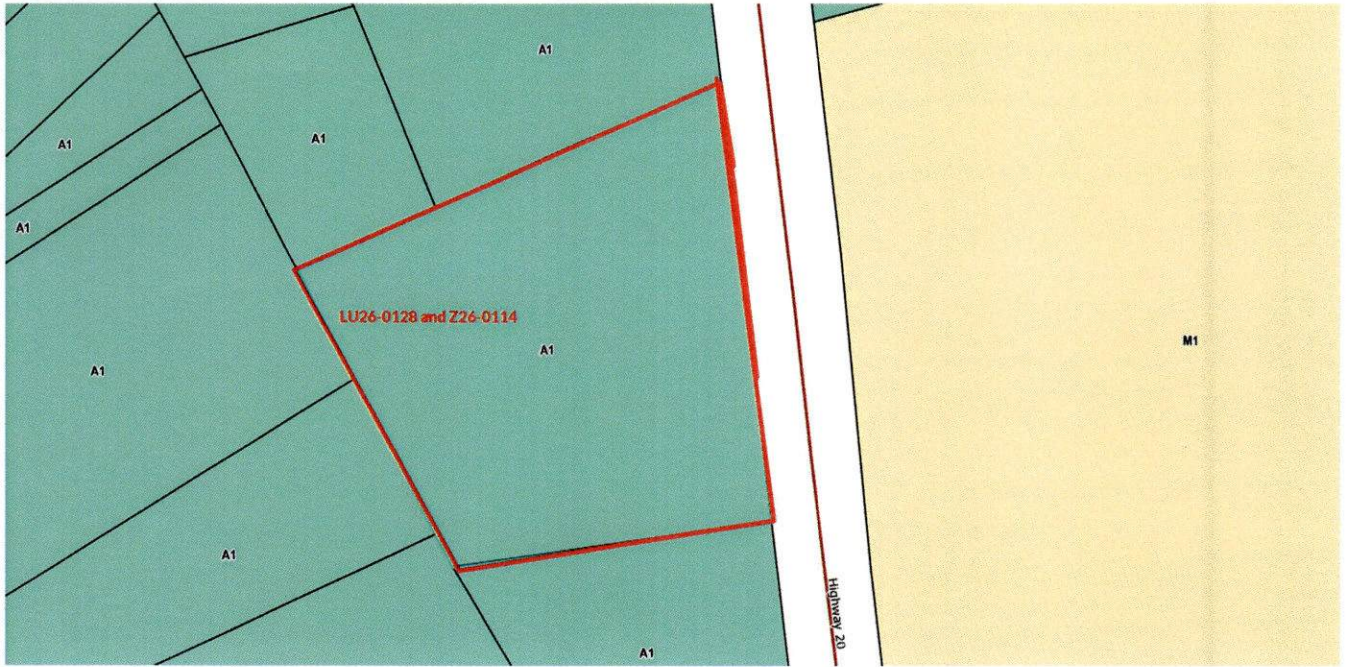
Character Area: Highway Corridor

District 2 Commissioner- Pete Myers Planning Commission – Chris Alexander

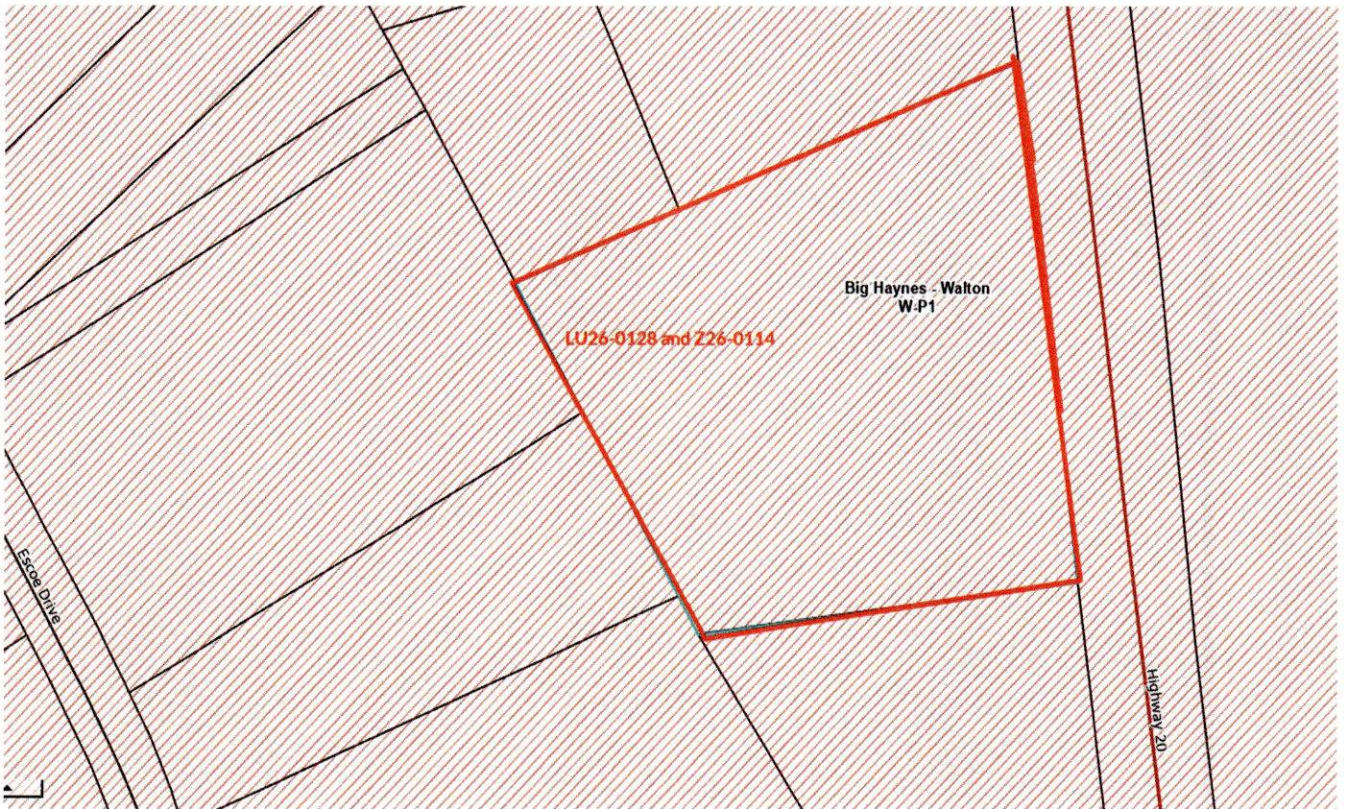
Existing Site Conditions: The property has a house.



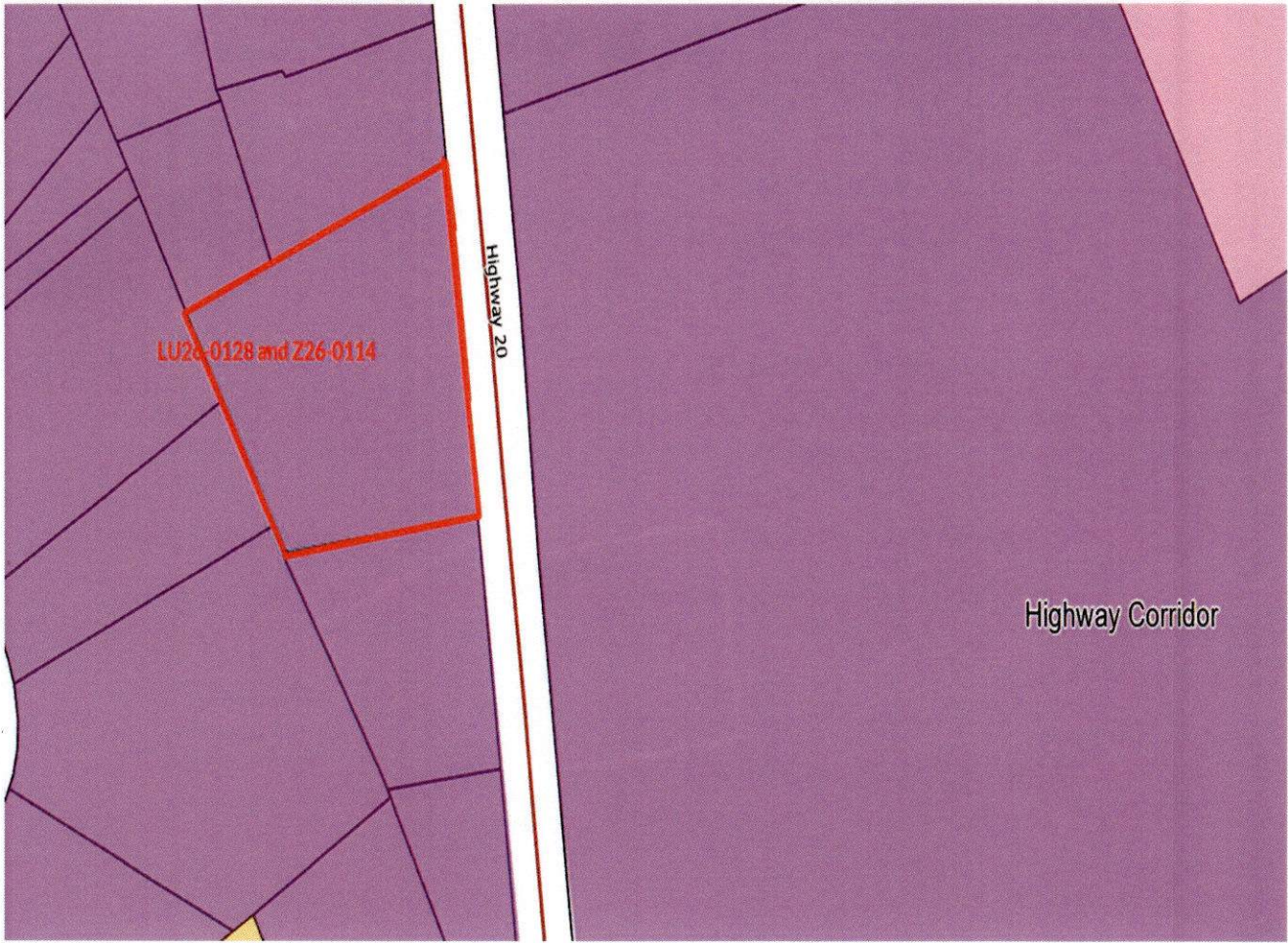
The surrounding properties are zoned A1 and M1.



The property is in the Big Haynes Watershed Protection Area.



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



History: No History

Staff Comments/Concerns: The property is 4.33 acres but only 1.329 acres is being requested to be rezoned to R1 to create a buildable lot and to change the Character Area from Highway Corridor to Suburban.

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

Sheriff's Department: No concerns

Water Authority: No system impacts anticipated.

Fire Marshall Review: No comments.

Fire Department Review: No impacts foreseen.

Board of Education: No issues for the School System.

GDOT: No comment.

City of Monroe: No issues for the City of Monroe.

PC Action 6/4/2026:

LU26-0128 & Z26-0114 – Land Use Change from Highway Corridor to Suburban and Rezone a portion of C0090016 (1.329 acres) from A1 to R1 to create a buildable lot – Applicant: Kerry Roe/Owners: Kerry H & Regina M Roe – property located at 6327 Highway 20 – Map/Parcel C0090016 - District 2

Presentation: Kerry Roe represented the case. They would like to rezone the property from A1 to R1 to build a house for their daughter. Mark Banks asked how long the property had been in the family and Mr. Roe stated for many years. Mr. Roe stated that they just acquired wife's grandmother's house, so they have a lot going on. Josh Ferguson asked if there were a driveway encroachment and Kristi Parr stated that if the property was ever sold, they would need to do an easement or remove the driveway.

Speaking: No one

Recommendation: Chris Alexander made a motion to recommend approval with a second by Mark Banks. The Motion carried unanimously.

Rezone Application # 226-0114 Application to Amend the Official Zoning Map of Walton County, Georgia

Planning Comm. Meeting Date 06-04-2026 at 6:00PM held at **WC Historical Court House, 111 S. Broad St, Monroe, Ga (2nd Floor)**
Board of Comm Meeting Date 07-07-2026 at 6:00PM held at **WC Historical Court House**
You or your agent must be present at both meetings

Map/Parcel C0090016
Applicant Name/Address/Phone # Kerry Roe
6341 Highway 20, Loganville, GA 30052
678-409-3902
Property Owner Name/Address/Phone Kerry H Roe & Regina M Roe
6341 Highway 20, Loganville, GA 30052
678-858-3657; 678-409-3902
(If more than one owner, attach Exhibit "A")

Location: 6327 Highway 20, Requested Zoning R1 Single Family Residential Acreage 4.33
Existing Use of Property: Single-family residence with surrounding yard/land

Existing Structures: One single-family residence and accessory metal building (shop/garage)
The purpose of this rezone is the property is currently zoned Agricultural (A-1). The requested rezoning to R-1 will allow subdivision of a one-acre residential lot and construction of a single-family residence consistent with surrounding development along Highway 20.

Property is serviced by the following:
Public Water: Yes Provider: Walton County Water Well: No
Public Sewer: No Provider: N/A Septic Tank: Yes

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.

Kerry H Roe 3/30/26 \$ 400.00
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 A1 Surrounding Zoning: North A1 South A1
East M1 West A1
Comprehensive Land Use: Highway Corridor **DRI Required?** Y N /
Commission District: 2-Pete Myers Watershed: Big Haynes^{W-PI} TMP /

I hereby withdraw the above application _____ Date _____

Disclosure of Campaign Contributions

In accordance with the Conflict of Interest in Zoning Act, O.C.G.A., Chapter 36-67A, the following questions must be answered:

Have you the applicant made \$250 or more in campaign contributions to a local government official within two years immediately preceding the filing of this application?

_____ yes no

If the answer is yes, you must file a disclosure report with the governing authority of Walton County showing:

1. The name and official position of the local governing authority in Walton County to whom the campaign contribution was made.
2. The dollar amount and description of each campaign contribution made during the two years immediately preceding the filing of this application and the date of each such contribution was made.

This disclosure must be filed when the application is submitted.

Kenny A Poe

Signature of Applicant/Date

Check one: Owner Agent _____

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 consist primarily of single-family residential homes on rural parcels along Highway 20. Surrounding properties are predominantly zoned A-1 (Agricultural). A commercial (M-1) property associated with a logging/forestry business is located across the road. Overall, the surrounding land uses remain primarily residential in character.

- 2. The extent to which property values are diminished by the particular zoning restrictions;
The current A-1 Agricultural zoning requires a larger minimum lot size for residential development, which limits the ability to create a one-acre residential lot on the property. Rezoning to R-1 would allow reasonable residential use of land consistent with surrounding development and would not negatively impact nearby property values.

- 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 current zoning restrictions do not significantly promote public health, safety, morals, or general welfare in a manner that outweighs the reasonable residential use of the property. Rezoning to R-1 to allow a single-family residence would be consistent with surrounding development and would not negatively affect the health, safety, or welfare of the public.

- 4. The relative gain to the public, as compared to the hardship imposed upon the individual property owner;
The public gain from maintaining the current A-1 zoning on this parcel is minimal, the surrounding area is already primarily residential in character. The current zoning creates a hardship by limiting the ability to establish a one-acre resident lot for a single-family home. Rezoning to R1 would allow reasonable use of the property while remaining consistent with surrounding land uses and would not adversely affect the public interest.

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

While the property is currently zoned A-1 Agricultural, the surrounding area is primarily developed with single-family residential homes. Due to its location along Highway 20 and the existing residential character of nearby properties, the subject property is suitable for residential use. Rezoning to R-1 would allow development consistent with the surrounding area.

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 not remained vacant, as it currently contains an existing single-family residence. The surrounding area along Highway 20 has developed primarily with residential uses on rural parcels. The requested rezoning would allow reasonable residential development consistent with the ongoing development pattern in the vicinity.

03 March 2026

Walton County Planning & Development
126 Court Street
Monroe, GA 30655

RE: Rezoning Request – 6327 Highway 20, Loganville, GA 30052

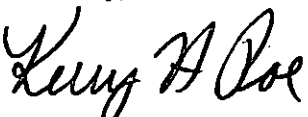
To Whom It May Concern,

This letter serves as a request to rezone the property located at 6327 Highway 20 in Loganville, Georgia from A-1 (Agricultural) to R-1 (Single-Family Residential). The purpose of this request is to allow the creation of a one-acre residential lot and the construction of a single-family home. The surrounding area along Highway 20 is primarily developed with single-family residences on rural parcels, and the requested rezoning would be consistent with the existing residential character of the area.

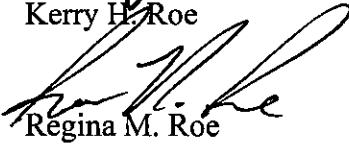
The proposed use of the property is limited to a single-family residence and customary residential accessory uses. No commercial or higher-density development is proposed. This request is intended to allow reasonable residential use of the property while remaining compatible with surrounding land uses and development patterns.

Thank you for your consideration.

Sincerely,



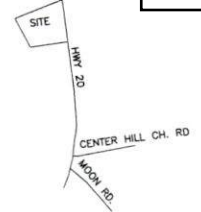
Kerry H. Roe



Regina M. Roe

PRELIMINARY SITE PLAN

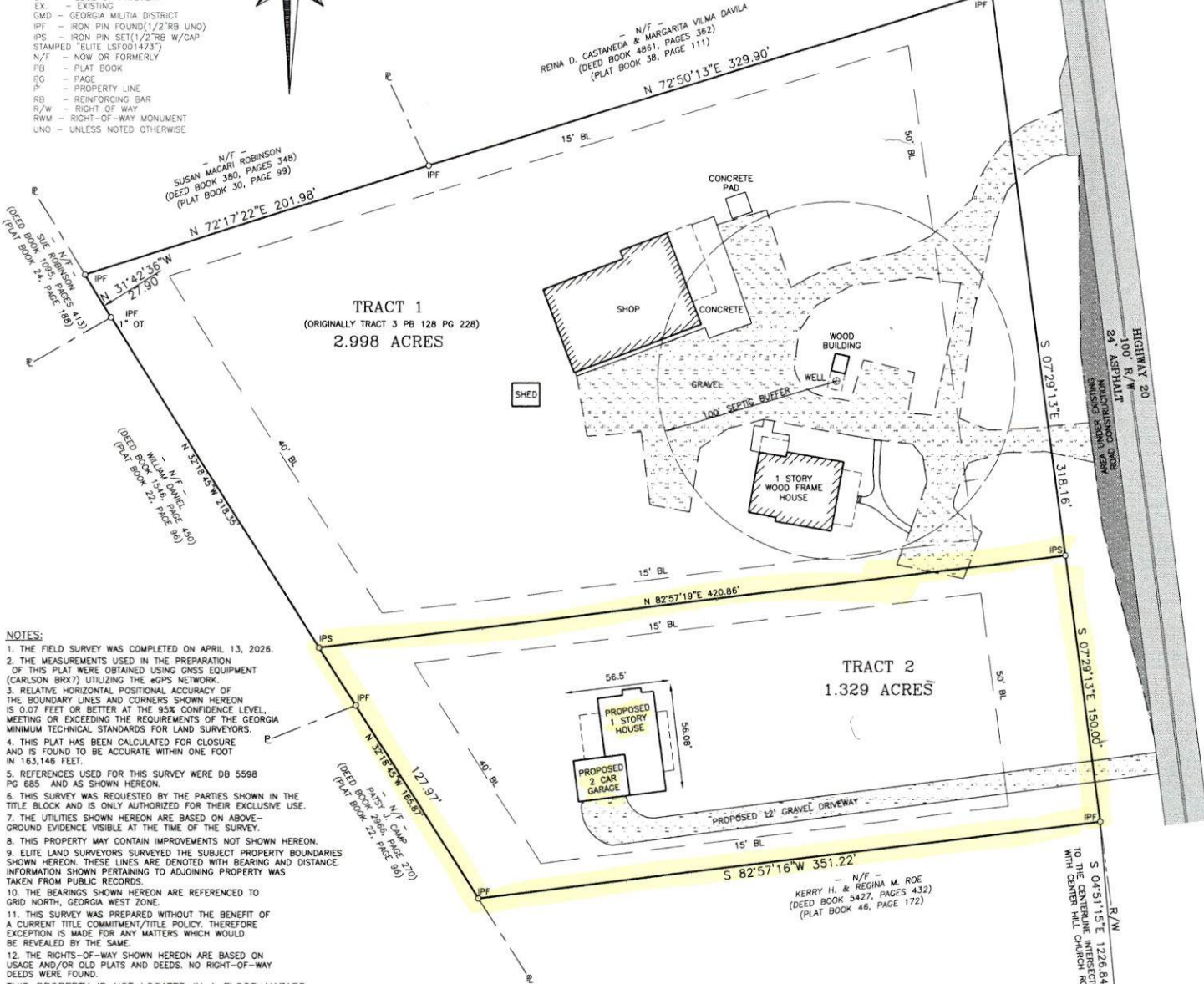
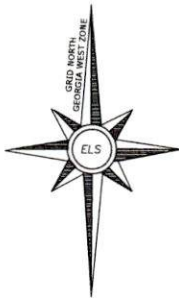
PARCEL C0090016 IS TO BECOME 2 PARCELS
 TRACT 1 & TRACT 2 AS SHOWN HEREON
 TOTAL AREA SURVEYED : 4.327 ACRES
 TRACT 3 IS CURRENTLY ZONED A-1 AND WILL REMAIN A-1
 TRACT 2 TO BE REZONED TO R-1



RESERVED FOR SUPERIOR COURT CLERK

LEGEND

- BL - BUILDING LINE
- C - CENTERLINE
- DB - DEED BOOK
- EP - EDGE OF PAVEMENT
- EX - EXISTING
- GMD - GEORGIA MILITIA DISTRICT
- IPF - IRON PIN FOUND(1/2"RB UNO)
- IPS - IRON PIN SET(1/2"RB W/CAP)
- STAMPED "ELITE LSF001473"
- N/F - NOW OR FORMERLY
- PB - PLAT BOOK
- PG - PAGE
- P - PROPERTY LINE
- RB - REINFORCING BAR
- R/W - RIGHT OF WAY
- R/W - RIGHT-OF-WAY MONUMENT
- UNO - UNLESS NOTED OTHERWISE



- NOTES:**
1. THE FIELD SURVEY WAS COMPLETED ON APRIL 13, 2026.
 2. THE MEASUREMENTS USED IN THE PREPARATION OF THIS PLAT WERE OBTAINED USING GNSS EQUIPMENT (CARLSON BRX7) UTILIZING THE #GPS NETWORK.
 3. RELATIVE HORIZONTAL POSITIONAL ACCURACY OF THE BOUNDARY LINES AND CORNERS SHOWN HEREON IS 0.07 FEET OR BETTER AT THE 95% CONFIDENCE LEVEL, MEETING OR EXCEEDING THE REQUIREMENTS OF THE GEORGIA MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYORS.
 4. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 163,148 FEET.
 5. REFERENCES USED FOR THIS SURVEY WERE DB 5598 PG 685 AND AS SHOWN HEREON.
 6. THIS SURVEY WAS REQUESTED BY THE PARTIES SHOWN IN THE TITLE BLOCK AND IS ONLY AUTHORIZED FOR THEIR EXCLUSIVE USE.
 7. THE UTILITIES SHOWN HEREON ARE BASED ON ABOVE-GROUND EVIDENCE VISIBLE AT THE TIME OF THE SURVEY.
 8. THIS PROPERTY MAY CONTAIN IMPROVEMENTS NOT SHOWN HEREON.
 9. ELITE LAND SURVEYORS SURVEYED THE SUBJECT PROPERTY BOUNDARIES SHOWN HEREON. THESE LINES ARE DENOTED WITH BEARING AND DISTANCE INFORMATION SHOWN PERTAINING TO ADJOINING PROPERTY WAS TAKEN FROM PUBLIC RECORDS.
 10. THE BEARINGS SHOWN HEREON ARE REFERENCED TO GRID NORTH, GEORGIA WEST ZONE.
 11. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT/TITLE POLICY. THEREFORE EXCEPTION IS MADE FOR ANY MATTERS WHICH WOULD BE REVEALED BY THE SAME.
 12. THE RIGHTS-OF-WAY SHOWN HEREON ARE BASED ON USAGE AND/OR OLD PLATS AND DEEDS. NO RIGHT-OF-WAY DEEDS WERE FOUND.
- THIS PROPERTY IS NOT LOCATED IN A FLOOD HAZARD ZONE PER F.E.M.A. FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 13297C0090E, FOR WALTON COUNTY, GEORGIA BEARING THE EFFECTIVE DATE OF DECEMBER 8, 2016.

SURVEYOR CERTIFICATIONS

As required by subsection (d) of O.C.G.A. Section 15-6-67, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidenced by approval certificates, signatures, stamps, or statements hereon. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

Marcus W. Patterson
 Marcus W. Patterson GA RLS #3594

MINOR SUBDIVISION PLAT FOR
PARCEL C0090016
 FOR
KERRY & REGINA ROE
 LOCATED IN
 LAND LOT 271 4TH DISTRICT
 WALTON COUNTY, GEORGIA
 THIS PLAT WAS PREPARED ON APRIL 23, 2026.

THIS PLAT IS VALID ONLY IF IT BEARS THE REGISTRANT'S ORIGINAL SIGNATURE ACROSS THE REGISTRANT'S CERTIFICATION. MARCUS W. PATTERSON GA RLS #3594 MY REGISTRATION EXPIRES ON DECEMBER 31, 2026.



PREPARED BY
ELITE
 LAND SURVEYORS, LLC
 LSF001473
 P.O. BOX 93
 BOGART, GA. 30622
 (678) 920-9054



Planning and Development Department Case Information

Case Number: Z26-0133

Meeting Dates: Planning Commission 06-04-2026

Board of Commissioners 07-07-2026

Applicant:

Mike Conner
271 Stock Gap Road
Monroe, Georgia 30656

Owners:

Aycock Farms, LLC
Laura Smith, Lynn Laird &
James Summerour
1791 Moores Mill Road
Atlanta, Georgia 30318

Current Zoning: The current zoning is A1.

Request: Rezone a portion of C1360030 (5.082 acres from A1 to B3 for commercial building and outdoor storage of heavy equipment.

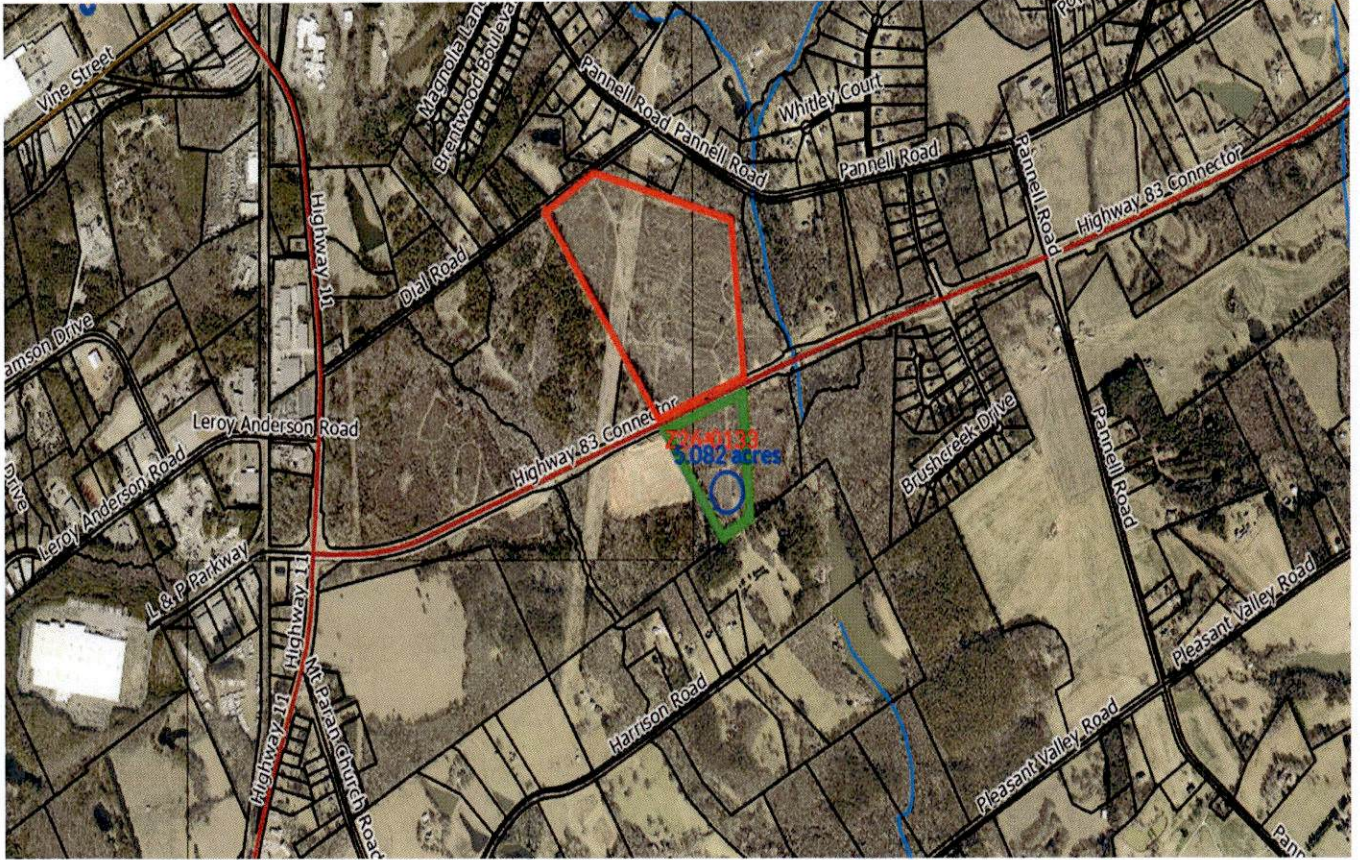
Addresses: Highway 83 Connector & Dial Road, Monroe, Georgia 30655

Map Numbers/Site Areas: Parcel #C1360030 contains 67.96 acres

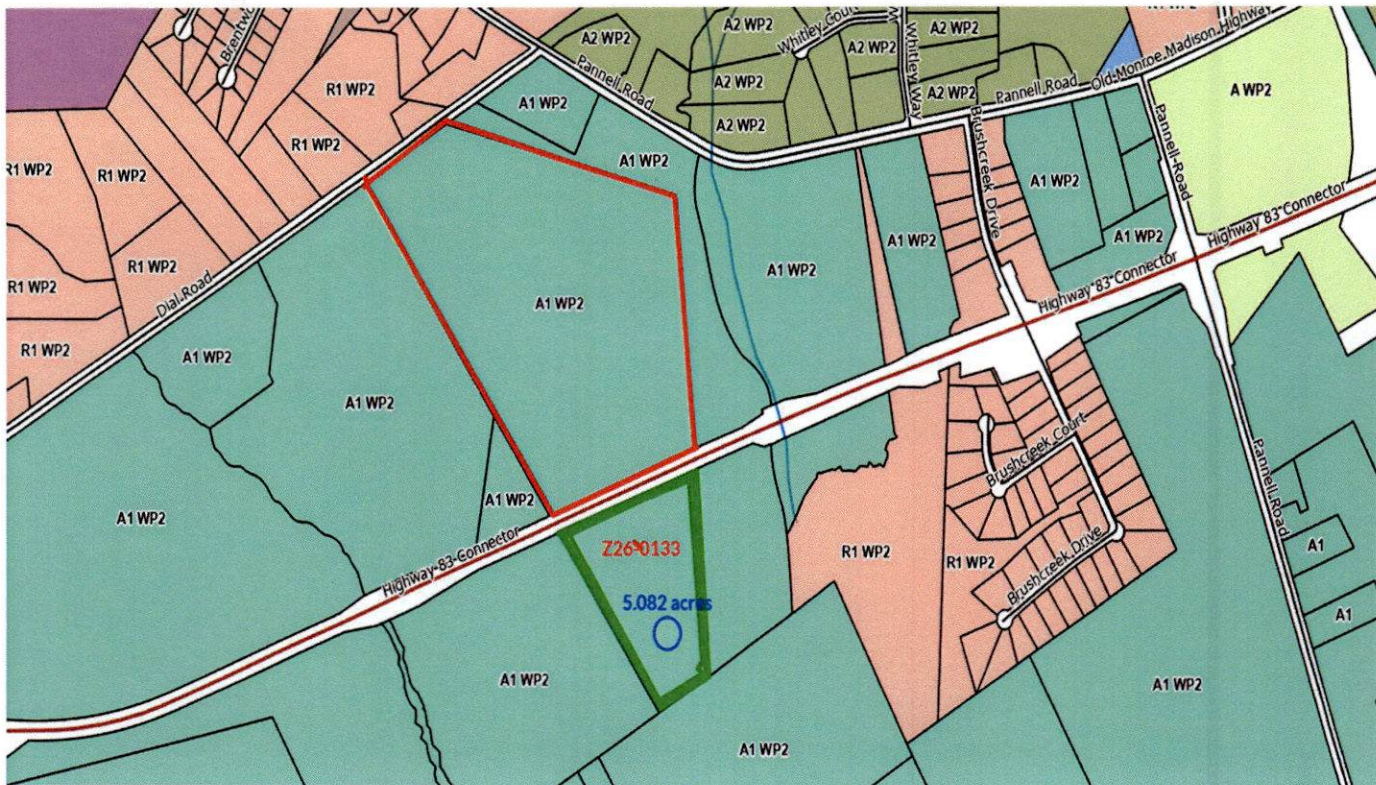
Character Area: Employment Center

District 4 Commissioner- Lee Bradford Planning Commission–Michelle Trammel

Existing Site Conditions: Property at Highway 83 Connector is vacant land.



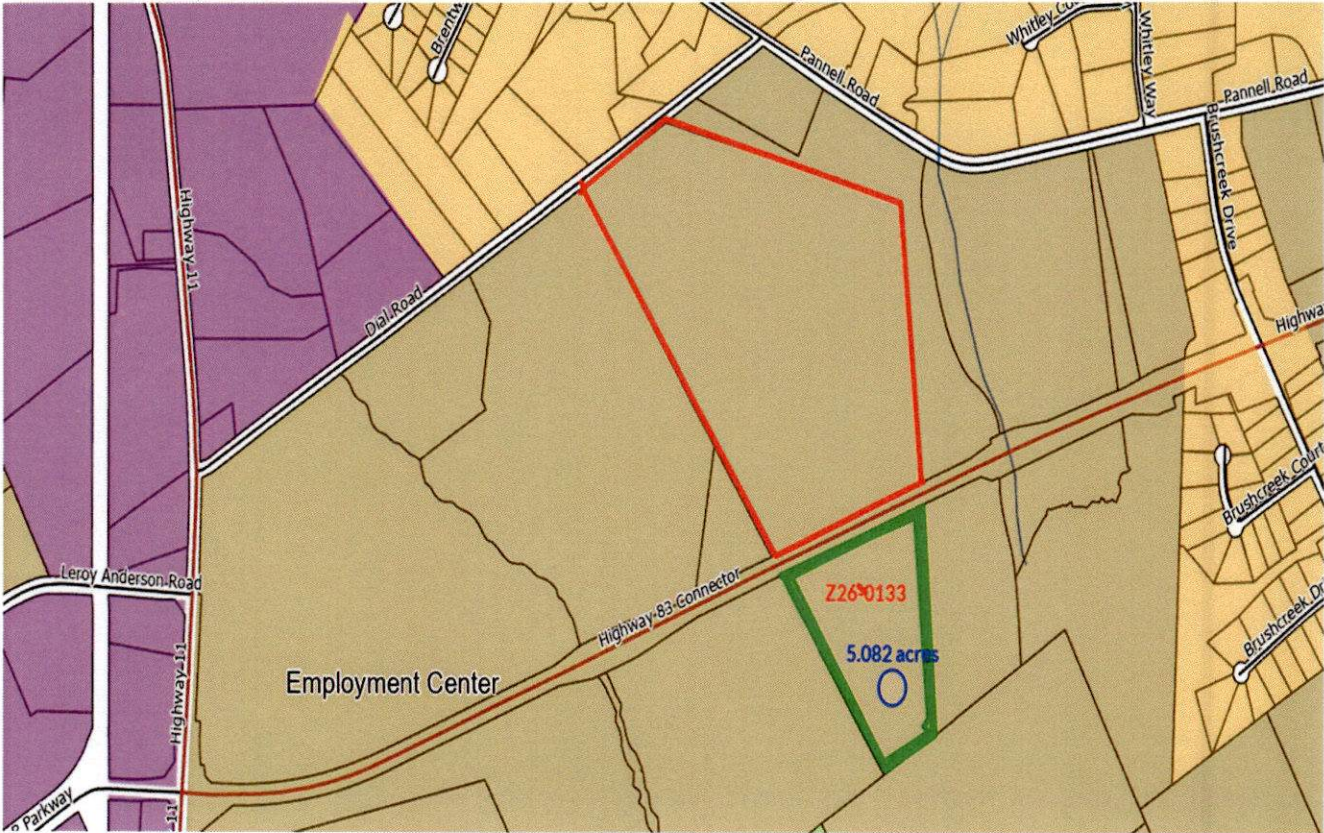
The surrounding properties are zoned R1 and A1.



The property is in the Hard Labor Creek Protection Area.



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



History: No History

Staff Comments/Concerns: The property is 67.96 acres located on Dial Road and Highway 83 Connector. The Applicant is requesting to rezone the property on the Highway 83 Connector side which is 5.082 acres from A1 to B3.

Public Works: Public Works has no issue with this Request on GDOT right-of-way.

Sheriff's Department: No concerns

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

Fire Marshall 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: Increased fire and EMS response with development.

Board of Education: Will not impact the school system.

GDOT: Will need to coordinate/permit through GDOT and Will need to install turn lanes due to the high speed and heavy equipment entering and exiting the state hwy.

City of Monroe: No issues for the City of Monroe Utilities.

PC Action 6/4/2026:

1. Z26-0133 – Rezone a portion of C1360030 (5.082 acres) from A1 to B3 for commercial business and outdoor storage of heavy equipment – Applicant: Mike Conner/Owner: Aycock Farms, LLC – property located at Highway 83 Connector & Dial Road – Map/Parcel C1360030 - District 4

Presentation: Mike Conner represented the case and stated that he is acquiring part of the property at Hwy 83 Connector & Dial Road to rezone to B3 for his commercial business and outdoor storage of equipment. Michelle Trammel asked if it was just 5 acres and Mr. Conner stated that was correct. Josh Ferguson asked what type of business and Mr. Conner stated he has a grading business. Robert Post asked if he had talked to GDOT and he stated not yet. Josh Ferguson asked how much equipment would be on the property and Mr. Conner stated that most of the equipment is on the job sites but there may be a couple of pieces of equipment stored there. Michelle Trammel asked if there were any current violations and Mr. Conner stated that there were not any violations.

Speaking: Eli Connell spoke and stated that he knows Mike and there is not anything personally. It was stated that the properties on the Connector were going commercial. It is only commercial if someone rezones it. He went on to say that the bypass has only been there for about a year and people are already trying to build it up.

Josh Ferguson asked where his property was and he stated towards the back.

Susan Sikes is a real estate broker, and she represents the owner of the property which is Aycock Farms. Applicant would like to rezone from A1 to B3. She is in the planning stages for real estate. She said that the property is Employment Center which is

commercial and the B3 aligns with long-term growth. There is market demand for commercial, and the owner is trying to get the highest and best use of property. She went on to say that the Applicant only wanted to develop a portion of the property. The property is in the Stormwater Protection Overlay and they have to follow the Stormwater Regulations. She also stated that Future Land Use is reasonable for long term planning.

Robert Post stated that he believes there have already been several properties approved on the Connector for commercial purposes already and Ms. Sikes stated that it was correct.

Shane Studdard spoke on behalf of the Rezone. He is working with Mike Conner on the purchasing of this property. He stated that he grew up with Mike Conner and Eli Connell and lived on Mt. Paron Church Road. He respects Eli's concerns. He would like to see this reasonable grade for small businesses instead of someone coming in doing a strip mall or a large box office. He wants to have individual businesses is his personal standpoint.

Rebuttal: Mr. Conner said he appreciates the concerns that were mentioned. He said that he spoke to Eli Connell today. He stated that he can only use so much of the property due to it being in the Watershed and you he will have to follow the Watershed requirements. He went on to say that he would have a fence around the shop, and would plant trees in the back. He went on to say that it is a little over 3 acres from this property to Mr. Connell's property.

Mark Banks asked how many people would be on the property and Mr. Conner stated that he has 2 full-time ladies and 1 mechanic and they work Monday through Friday from 6:30 to 5:00 or sometimes 6:00. Mark Banks stated that it was beautiful property but was changed because of the bypass.

Recommendation: Robert Post made a motion to recommend approval of the request with the following condition: 1) Entrance on Highway 83 Connector to be coordinated with GDOT and was seconded by Michelle Trammel. The Motion carried unanimously.

Rezone Application # 226-0133
Application to Amend the Official Zoning Map of Walton County, Georgia

Planning Comm. Meeting Date 6.4.26 at 6:00PM held at **WC Historical Court House, 111 S. Broad St, Monroe, Ga (2nd Floor)**

Board of Comm Meeting Date 7.7.26 at 6:00PM held at **WC Historical Court House**

You or your agent must be present at both meetings

Map/Parcel C1360030

Applicant Name/Address/Phone #

Mike Conner

271 Stock Gap Rd

Monroe, GA 30656

770.652.3463

Aycock Farms LLC
Property Owner Name/Address/Phone

James Summerour

1791 Moores Mill Rd

Atlanta, GA 30318

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

404.4667.1554

Location: 0 SR83 Connector Requested Zoning B3 Acreage 5.082

Existing Use of Property: vacant / undeveloped

Existing Structures: none

The purpose of this rezone is future site of commercial building / business. Heavy equipment storage will be needed.

Property is serviced by the following:

Public Water: _____ Provider: _____ Well:

Public Sewer: _____ Provider: _____ Septic Tank:

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

[Signature] 5-4-26 \$ 900.00
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 A1 Surrounding Zoning: North A1+R1 South A1
East A1 West A1

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

Commission District: 4-Lee Bradford Watershed: Hard Labor Creek TMP

I hereby withdraw the above application _____ Date _____

Section 6-1-600 Outdoor Storage (20)

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



GEORGIA
CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

[HOME \(/\)](#)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name: **Aycock Farms, LLC** Control Number: **15037091**
 Business Type: **Domestic Limited Liability Company** Business Status: **Active/Compliance**
 Business Purpose: **NONE**
 Principal Office Address: **4351 Bridgehaven Drive, Smyrna, GA, 30080, USA** Date of Formation / Registration Date: **4/1/2015**
 State of Formation: **Georgia** Last Annual Registration Year: **2026**

REGISTERED AGENT INFORMATION

Registered Agent Name: **Laura Smith**
 Physical Address: **4351 Bridgehaven Drive, Smyrna, GA, 30080, USA**
 County: **Cobb**

[Back](#)

[Filing History](#)

[Name History](#)

[Return to Business Search](#)

**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: Mike Conner
Address: 271 Stock Gap Rd Monroe GA 30656

Location of Property: 0 SR 83 Connector
Monroe, GA 30655

Map/Parcel Number: C 1360030

Current Zoning: A1 Requested Zoning: B3

Property Owner Signature

Property Owner Signature

Print Name: _____

Print Name: _____

Address: _____

Address: _____

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.

* See attached
3 owners, 3
separate forms.

Notary Public

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: Mike Conner
Address: 271 Stock Gap Rd Monroe GA 30656

Location of Property: 0 SR 83 Connector
Monroe, GA 30655

Map/Parcel Number: C 1360030

Current Zoning: A1 Requested Zoning: B3

Lynn J. Laird
Property Owner Signature

Property Owner Signature

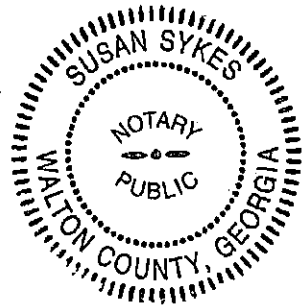
Print Name: Lynn J. Laird Print Name: _____

Address: 120 Walter St Address: _____
Monroe, GA 30655

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.

Susan Sykes
Notary Public

5/1/2026
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: Mike Conner
Address: 271 Stock Gap Rd Monroe GA 30656

Location of Property: 0 SR 83 Connector
Monroe, GA 30655

Map/Parcel Number: C1360030

Current Zoning: A1 Requested Zoning: B3

AYLOCK FARMS, LLC
Property Owner Signature

Laura Smith
Property Owner Signature

Print Name: _____

Print Name: Laura Smith

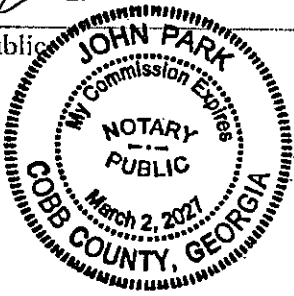
Address: _____

Address: 4351 BRIDGEHAVEN DR SE
SMYRNA, GA 30080

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

5/1/26
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: Mike Conner
Address: 271 Stock Gap Rd Monroe GA 30656

Location of Property: 0 SR B3 Connector
Monroe, GA 30655

Map/Parcel Number: C 1360030

Current Zoning: A1 Requested Zoning: B3

Property Owner Signature

[Signature]
Property Owner Signature

Print Name: _____

Print Name: JAMES SUMNER

Address: _____

Address: 1781 Morris Mill Rd
ATLANTA, GA 30328

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] L Hernandez 05/3/2026
Notary Public Date



Disclosure of Campaign Contributions

In accordance with the Conflict of Interest in Zoning Act, O.C.G.A., Chapter 36-67A, the following questions must be answered:

Have you the applicant made \$250 or more in campaign contributions to a local government official within two years immediately preceding the filing of this application?

_____ yes no

If the answer is yes, you must file a disclosure report with the governing authority of Walton County showing:

1. The name and official position of the local governing authority in Walton County to whom the campaign contribution was made.
2. The dollar amount and description of each campaign contribution made during the two years immediately preceding the filing of this application and the date of each such contribution was made.

This disclosure must be filed when the application is submitted.

[Handwritten Signature] 5-4-26

Signature of Applicant/Date

Check one: Owner Agent _____

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;

Hwy 11 Truck Stop - B2
 Septic Blue of Monroe - B2

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

Under current zoning, A1, prohibits best use as high-traffic commercial. Given proximity to the bypass as the "commercial corridor", there is little demand for its current 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;

Rezoning to B3 will expand local tax base + provide necessary services to residents, promoting general welfare by economic sustainability in a designated "growth corridor"

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

Property is located in an area transitioning toward commercial use where agricultural activity is no longer practical or beneficial. Denying rezoning denies the owner the only viable use of the land. B3 zoning would provide a net benefit to the community via tax base expansion.

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

Surrounding land-use pattern has shifted from rural to transitional commercial. High traffic counts in the immediate vicinity, property is no longer a suitable environment for quiet agricultural use.

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

In the context of the SR B3 corridor, the property's status of A1 is an outlier. There is no modern demand for 5-acre agricultural tracts on major thoroughfares. Demand for B3 Hwy business is high.

LETTER OF INTENT

TO: Walton County Planning Commission & Board of Commissioners

FROM: Mike Conner, JM Conner Properties, LLC.

DATE: May 4, 2026

RE: Rezoning Application for 0 SR 83 Connector/Parcel ID - C1360030

Current Zoning: A1 (Agricultural District)

Proposed Zoning: B3 (Highway Business District)

To the Walton County Planning & Development Department:

This letter serves as the formal Letter of Intent for the rezoning of 5.082 acres located at 0 SR 83 Connector. The applicant is requesting a map amendment from A1 to B3 to facilitate the development of Conner Grading & Landscaping.

1. Suitability of the Proposed Use The subject property is located along the Hwy 83 corridor / at the intersection of Hwy 83 Connector and Hwy 11, which is increasingly characterized by commercial activity. Given the traffic patterns and the property's proximity to nearby businesses, the current A1 designation is no longer the highest and best use for this land. B3 zoning is more appropriate for this high-visibility corridor.

2. Impact on Adjacent Properties The proposed development is designed to be a low-impact neighbor. We intend to maintain significant setbacks and natural screening. The transition from A1 to B3 will not adversely affect the usability of adjacent properties, as our specific business model operates primarily during standard business hours.

3. Alignment with the Comprehensive Plan The Walton County Comprehensive Plan identifies this area as the "Business Employment Center". Our request to move to B3 aligns with the county's goals of fostering economic development and providing services to residents along major transportation arteries.

Proposed Conditions for Rezoning To mitigate any potential concerns from the community and staff; the applicant proposes the following conditions be attached to this rezoning:

- **Prohibited Uses:** The property shall not be used for adult entertainment establishments or salvage yards.
- **Buffer Requirements:** A minimum 50-foot undisturbed natural buffer (or a 25-foot replanted buffer with a 6-foot privacy fence) will be maintained along any property line shared with an A1-zoned residential lot.
- **Lighting:** All exterior lighting will be directed downward and shielded (Dark-Sky compliant) to prevent light spillover onto neighboring properties.
- **Architectural Standards:** The primary building shall feature a metal building focusing on intentional design, material contrast, and refined finishes to maintain the aesthetic integrity of the corridor.
- **Signage:** Monument-style signage only; no pylon signs or flashing LED displays.

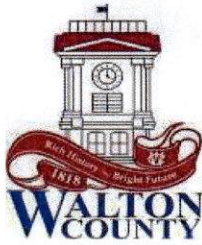
Conclusion The proposed rezoning represents a logical extension of the commercial activity in this area of Walton County. We believe Conner Grading & Landscaping will be a valuable addition to the county’s tax base while providing a necessary service. We respectfully request your support for this application.

Sincerely,



5-4-26

Mike Conner
JM Conner Properties, LLC.



Planning and Development Department Case Information

Case Number: AZ26-0160

Meeting Date: Board of Commissioners 07-07-2026

Applicant/Owner:

Igor Mitrovic
2435 Daniel Cemetery Road
Monroe, Georgia 30656

Current Zoning: The current zoning is A.

Request: Alteration to Zoning Conditions on Rezone Z24-0067 to remove the following wording: "no additional buildings on the property".

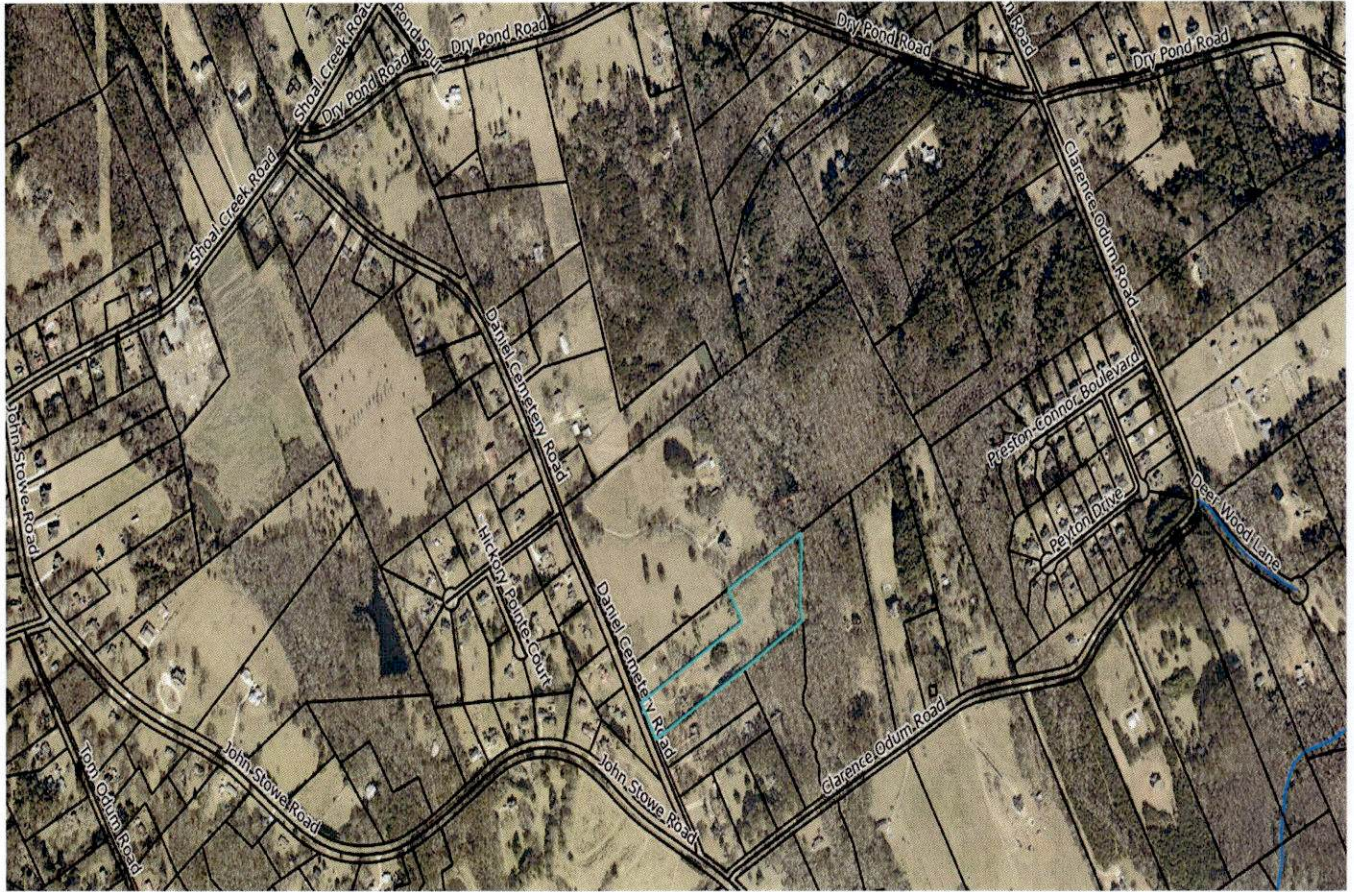
Addresses: 2435 Daniel Cemetery Road, Monroe, Georgia 30656

Map Numbers/Site Areas: Parcel #C1200177 contains 6.63 acres

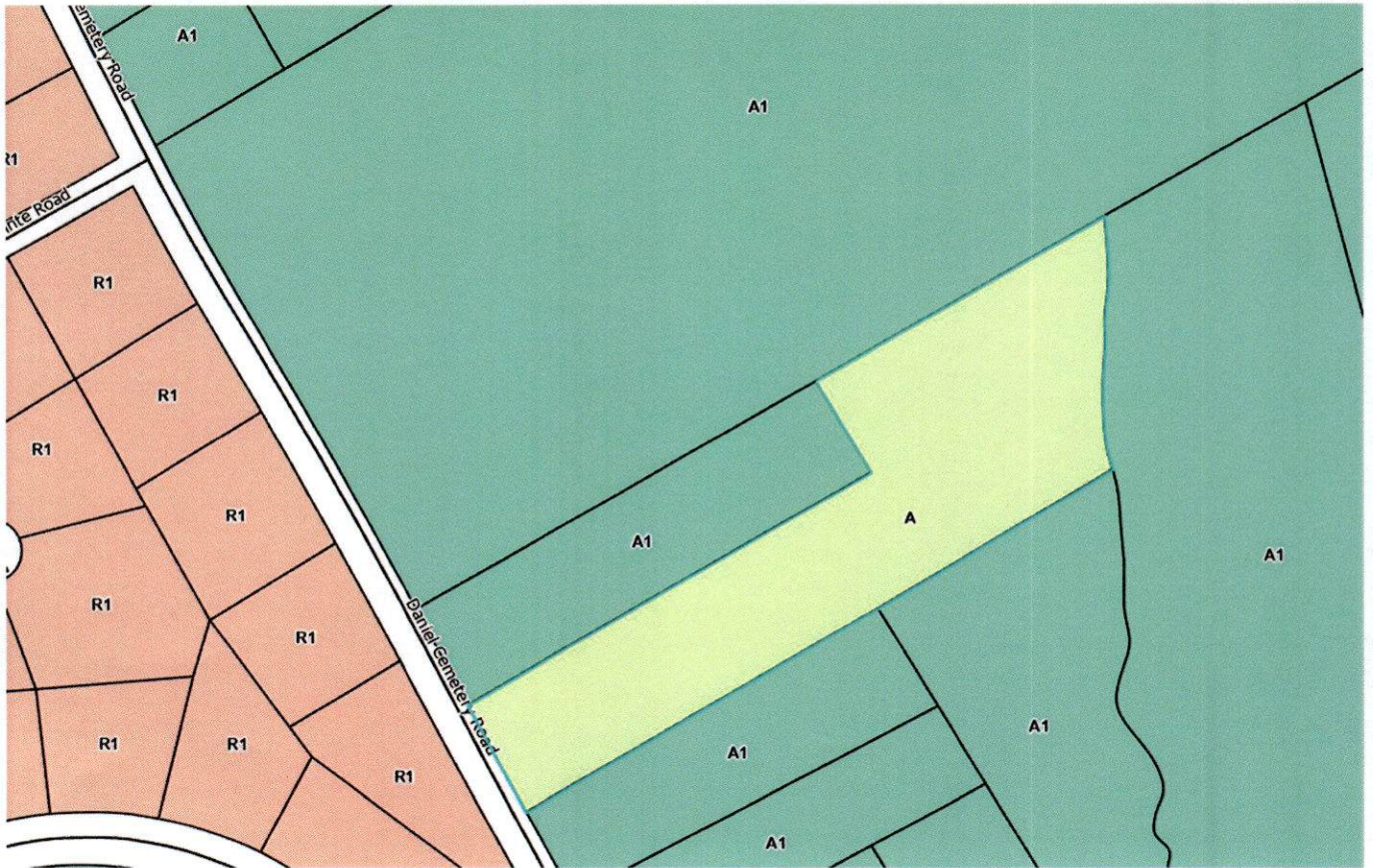
Character Area: Suburban

District 6 Commissioner- Kirklyn Dixon

Existing Site Conditions: Property consists of a house and barns.

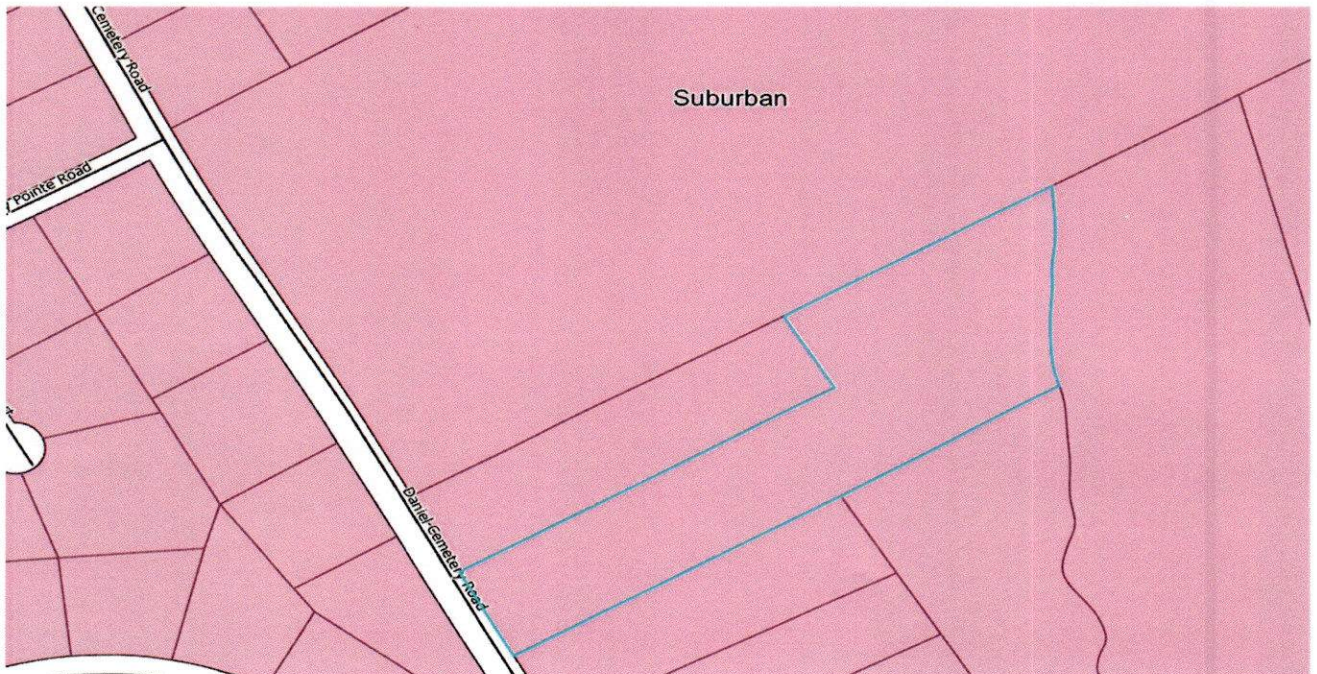


The surrounding properties are zoned A, A1 and R1.



The property is not in a Watershed Protection Area.

The Future Land Use Map for this property is Suburban.



History:

Z24-0067 PJ25-0201	Igor Mitrovic	Rezone from A1 to A to Raise show quality poultry/fowl & parrots	C120017 2435 Daniel Cemetery Road	Approved w/ Con.
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Conditions:

Property to be rezoned for this purpose only, cleanup dump pile, downward lighting, lights to be out at 6 p.m. during standard time and 8 p.m. during daylight savings time, **no additional buildings on the property**, additional sound barrier next to the Connerly property, obtain a retroactive permit, may upgrade the current buildings but limited to 1,650 birds. Approve the Variance requested for setbacks on existing buildings; number of birds not to go past the USDA minimum requirements of 1,650 and that the property be rezoned for the purpose requested only.

Staff Comments/Concerns:

STATE OF GEORGIA
COUNTY OF WALTON

CASE NO. Z24-0067

**AN ORDINANCE TO AMEND THE OFFICIAL ZONING
MAP OF WALTON COUNTY, GEORGIA**

WHEREAS, the Walton County Planning Commission held a duly advertised public hearing and filed a formal recommendation with the Board of Commissioners of Walton County upon an Application to Amend the Official Zoning Map of Walton County from A1 to A for the proposed use of to raise "show quality" poultry/fowl & parrots on a tract of land containing 6.63 acres located at 2435 Daniel Cemetery Road, Monroe, Georgia 30656, Parcel C1200177 and;

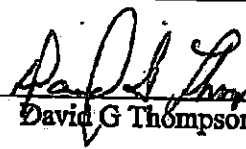
WHEREAS, notice to the public regarding said Amendment to the Official Zoning Map of Walton County has been duly published in The Walton Tribune, the Official News Organ of Walton County; and

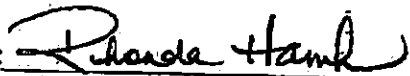
WHEREAS, a public hearing was held by the Board of Commissioners of Walton County on April 1, 2025.

NOW, THEREFORE, the Board of Commissioners of Walton County, Georgia, hereby ordains that the aforesaid Application requesting Rezone and Variance for setbacks on existing buildings is hereby **APPROVED with the following conditions: Property to be rezoned for this purpose only, cleanup dump pile, downward lighting, lights to be out at 6 p.m. during standard time and 8 p.m. during daylight savings time, no additional buildings on the property, additional sound barrier next to the Connerly property, obtain a retroactive permit, may upgrade the current buildings but limited to the 1,650 birds. Approve the Variance requested for setbacks on existing buildings; number of birds not to go past the USDA minimum requirements of 1,650 and that the property be rezoned for the purpose requested only.**

SO ORDAINED, this 1st day of April, 2025.

Board of Commissioners of Walton County

By: 
David G Thompson, Chairman

Attest: 
Rhonda Hawk, County Clerk

4/17/2025

Alteration To Zoning Conditions Application # AZ26 0160 Application to Amend the Official Zoning Map of Walton County, Georgia

Board of Comm Meeting Date 07-07-2026 at 6:00PM held at **WC Historical Court House**
You or your agent must attend the meeting

Map/Parcel

Applicant Name/Address/Phone #

Property Owner Name/Address/Phone

Igor Mitrovic
2435 Daniel Cemetery Rd NW
678-559-4954

Igor Mitrovic
2435 Daniel Cemetery Rd.
678-559-4954

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

Location: 2435 Daniel Cemetery Rd NW Zoning A Acreage 6.63

Existing Use of Property: Residential/agriculture

Existing Structures: House + ag barns

List requested conditions to be removed or changed _____

"No additional buildings on the property"

Property is serviced by the following:

Public Water: Provider: WCWD 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 Igor Mitrovic Date 6/3/2026 Fee Paid \$ 250.00

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 A Surrounding Zoning: North A1 South A1
East A1 West A, A1 + R1

Comprehensive Land Use: Suburban

Commission District: 6-Kirklyn Dixon Watershed: _____ TMP _____

I hereby withdraw the above application _____ Date _____

Disclosure of Campaign Contributions

In accordance with the Conflict of Interest in Zoning Act, O.C.G.A., Chapter 36-67A, the following questions must be answered:

Have you the applicant made \$250 or more in campaign contributions to a local government official within two years immediately preceding the filing of this application?

_____ yes no

If the answer is yes, you must file a disclosure report with the governing authority of Walton County showing:

1. The name and official position of the local governing authority in Walton County to whom the campaign contribution was made.
2. The dollar amount and description of each campaign contribution made during the two years immediately preceding the filing of this application and the date of each such contribution was made.

This disclosure must be filed when the application is submitted.

Algor M. Turner 6/2/2016

Signature of Applicant/Date

Check one: Owner Agent _____



**Walton County
Planning and Development**

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

OCCUPATIONAL TAX CERTIFICATE

BUSINESS LICENSE NUMBER : 25-0183

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

BNB ENTERPRISES

2435 DANIEL CEMETERY RD, MONROE

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

Animal Services

BIRD BREEDING AND DEALER

Description, Limitations, Notes: BIRD BREEDING AND SALES

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

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

**ROSE BRYAN
Permit Coordinator**



**EFFECTIVE DATE
May 14, 2025**

**EXPIRATION DATE
May 14, 2026**

Dear Board of Commissioners,

I respectfully request approval of an amendment to the zoning conditions for my property by removing the condition prohibiting additional buildings on the site.

Since the property was rezoned, it has operated in accordance with the approved use and has remained compatible with neighboring properties and the surrounding area. The concerns raised during the original rezoning process have not materialized, and the use has not created adverse impacts on adjacent properties or the community.

Removing this condition would provide flexibility for improvements needed to support the birds on the property. Any new structures would remain subject to all applicable county requirements, including permits, setbacks, and any other development reviews.

I want to emphasize that this request is not intended to increase the number of birds beyond the current limit of 1,650 established through the zoning approval process. Any additional structures would support the care, management, and housing of the birds already permitted on the property.

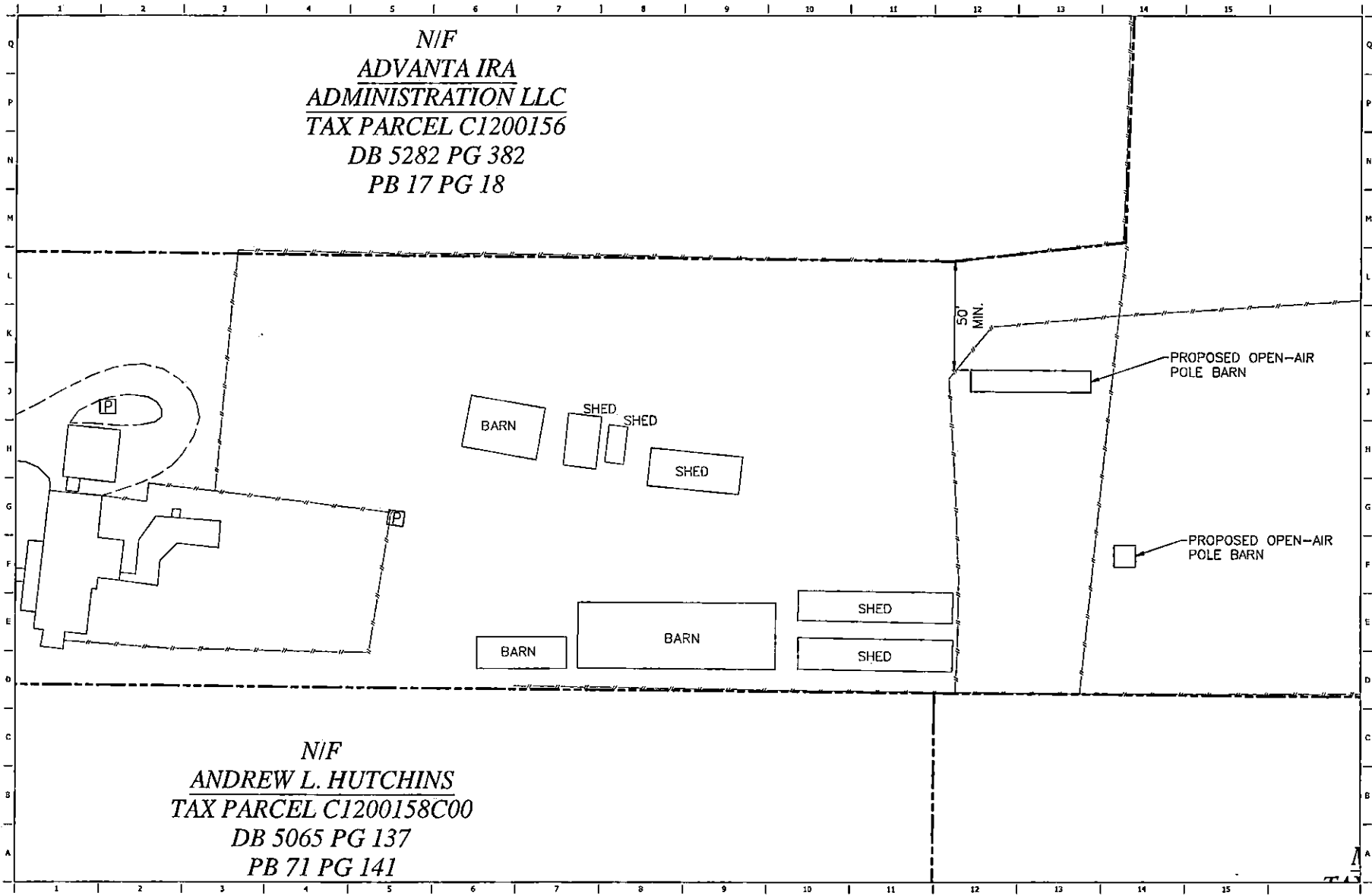
Although current zoning conditions allow modifications to existing structures, this would result in attached lean-tos or similar additions that are less functional and visually appealing. Properly designed detached or expanded structures with raised, sloped roofs would improve ventilation, reduce heat buildup, provide better winter protection, and enhance bird welfare.

This request does not seek to change the approved use of the property. Rather, it seeks to remove a restriction that I believe is no longer necessary and allow future structures to be reviewed under the same standards that apply to other similarly zoned properties.

For these reasons, I respectfully request approval of this amendment and removal of the condition prohibiting additional buildings.

Thank you for your consideration,

Igor Mitrovic



June 2, 2026

The Walton County Board of Commissioners held its regular monthly meeting on Tuesday, June 2, 2026 at 6:00 p.m. at the Historic Walton County Courthouse. Those participating in the meeting included Chairman David Thompson, Commissioners Amarie Warren, Pete Myers, Timmy Shelnut, Lee Bradford, Jeremy Adams and Kirklyn Dixon, County Clerk Rhonda Hawk, County Manager John Ward, Planning Director Kristi Parr, 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

A Proclamation for America 250 was presented to the Matthew Talbot Chapter, Daughters of American Revolution and a plaque was presented to the Commissioners by the George Walton Chapter, Sons of the American Revolution.

MEETING OPENING

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

ADOPTION OF AGENDA

Motion: *Commissioner Dixon made a motion, seconded by Commissioner Shelnut, to adopt the agenda. All district commissioners voted in favor.*

FINANCE

Finance Director Jennifer Wall and Chief Tax Appraiser Tommy Knight answered questions from the Board explaining the tax assessment and budget process.

Resolution - Adoption of FY27 Budget

Motion: *Commissioner Shelnut made a motion, seconded by Commissioner Myers, to adopt the FY27 Budget in the amount of \$107,095,513. Commissioners Warren, Myers, Shelnut and Adams voted in favor with Commissioners Bradford and Dixon opposing. The motion carried 4-2.*

Impact Fee Update - O'Kelly Library Funding

County Manger John Ward updated the Board on the funding for the O'Kelly Library. The IGA states that the County will provide funding from Impact Fees in the amount of 1.2 million dollars. However, the available library funding amount reported by the former Finance Director was incorrect. Due to the error, the County will need to fund approximately \$777,854.28 out of the Fund Balance.

Motion: Commissioner Warren made a motion to approve the funding from Fund Balance. Commissioner Shelnuttt seconded the motion. All district commissioners voted in favor.

Resolution - Authorizing Chairman to amend the FY26 Budget as part of the fiscal year closing process

Motion: Commissioner Adams made a motion, seconded by Commissioner Shelnuttt to adopt the resolution authorizing Chairman Thompson to amend the FY26 Budget as part of the fiscal year closing process. All district commissioners voted in favor.

DISCUSSION

County Manager's Report/Update

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

Repurposing administrative portion of old jail for department expansions

Liz Hudson of Precision Planning presented plans for repurposing the administrative portion of the old jail for use by Finance, HR, EMA, Elections, Fire Administration and EMS.

Motion: Commissioner Warren made a motion to table any decision until the next meeting. Commissioner Adams seconded the motion and all district commissioners voted in favor.

PLANNING & DEVELOPMENT

Planning & Development Director Kristi Parr presented the Planning Commission recommendations.

LU26-0083 & Z26-0081 - Land Use Change from Highway Corridor to Suburban and Rezone 2.10 acres from R1 to A1 to have personal outside animals - Applicant/Owner: Isidro Miranda Gonzalez - property located at 935 Snip Dillard Road - Map/Parcel C1770030E00 - District 4

Planning Commission recommended approval as submitted.

County Attorney Chip Ferguson opened the public hearing on the matter. Ana Miranda spoke in favor on behalf of her father. He would like to have a horse and goat on the back of his property. There was no one to speak in opposition. Attorney Ferguson closed the public hearing on the matter.

Motion: Commissioner Bradford made a motion to approve per the Planning Commission recommendation. Commissioner Adams seconded the motion; all district commissioners voted in favor.

Z26-0085 - Rezone 7.12 acres from A2 to A for an animal rescue and Variance on the setbacks - Applicant/Owner: Lisa Kario - property located at 5531 Hillview Drive - Map/Parcel C0300132 - District 3

Planning Commission recommended approval as submitted.

County Attorney Chip Ferguson opened the public hearing on the matter. Applicant Lisa Kario spoke in favor of the rezone. There was no one to speak in opposition. Attorney Ferguson closed the public hearing on the matter.

Motion: *Commissioner Shelnutt made a motion to approve per the Planning Commission recommendation. Commissioner Adams seconded the motion. All district commissioners voted in favor.*

LU26-0100, CU26-0092, and Z26-0093 - Land Use Change from Village Center to Highway Corridor, Conditional Use for outside storage of commercial vehicles and for 3 diesel pumps; Rezone 3.21 acres on C0080006 from B2/A2 to B2 to expand existing convenience store to be combined with parcel C0080006A00; and Variance to reduce transitional buffer from 50' to 10' and eliminate the required 10' landscape strip along the road - Applicant: Junaid Vicani - Property Owner - Siasim Loganville, LLC - property located at 5400 GA Highway and Highway 20 - Map/Parcels C0080006 and C080006A00 - District 2

Planning Commission recommended denial.

County Attorney Chip Ferguson opened the public hearing on the matter. Victoria Sullivan, Vice President of Welcome Foods and Bo Cone of Land Solutions Engineering spoke in favor. Ms. Sullivan stated they had adjusted the plans to address concerns of the community and are now proposing no overnight parking and no showers. Parking will only be for 2 hours. The proposed gas station will have a restaurant and will be open 24 hours a day. They plan to add staff to police the 2-hour parking rule. Bo Cone addressed safety concerns from traffic on Hwy. 20 and stated there would be turning lanes from Hwy. 20. He further stated there would be a 6 ft. buffer fence along the perimeter. Robin Dill, Mary McKay and Susan Meyer spoke in opposition on behalf of the community and surrounding residential area. They voiced their concerns over traffic, air pollution from diesel exhaust, demand placed on law enforcement due to increased crime and the risk for child and drug trafficking. In rebuttal, Junaid Vicani requested to table the matter until the next meeting in order to address more of the concerns. Attorney Ferguson closed the public hearing.

Motion: Commissioner Myers stated he appreciated the revisions made. He drives by the location every day and had walked the property. He then made a motion to accept the Planning Commission recommendation to deny the application. Commissioner Bradford seconded the motion. All district commissioners voted in favor.

Z26-0096 - Rezone 74.79 acres of a parcel of 149.75 from R1GS to R1OSC and remove previous zoning conditions on the 74.79 acres- Applicant: Baldpates General Contracting, LLC/Owner: Jersey Partners Holdings, LLC - property located at 1360 Ammons Bridge Road - Map/Parcel C0990010 - District 5

Planning Commission recommended approval with the following conditions: 1) remove previous zoning conditions; 2) one nut bearing tree on each lot; 3) stone and brick water table

on 3 sides; 4) landscape and fence buffer at the entrance; 5) as many trees as possible to be left in the 50' buffer; 6) houses to be no less than 2,000 sq. ft. above grade.

County Attorney Chip Ferguson opened the public hearing on the matter. Attorney Andrea Gray spoke in favor on behalf of the applicant. The subdivision will be called Ammons Bridge with 50 lots and 30% opens space with walking trails and pickleball courts. The homes will be a minimum 2000 sq. ft. with cement siding and stone or brick accents. They will meet the recommendations made by the Planning Commission. Kevin Barrelle whose property adjoins the development, spoke on behalf of nearby property owners. He stated they were not opposed to the development but would like to see the houses have side entry garages and would ask that there be 100 ft. buffer with existing trees to be left in place. In rebuttal, Andrea Gray stated there would be a 100 ft. buffer would prefer not to commit to all side entry garages. Danny Johnson also spoke in favor stating there would be 35 houses with side entry garages and 15 with front entry due to the layout of the lots. Commissioner Warren inquired about the recommendation from the Planning Commission concerning the nut tree requirement. County Manager John Ward stated that the ordinance amendment for an approved tree list is on the agenda and recommended to have the condition be a tree from the approved list without mandating a specific tree. Attorney Ferguson closed the public hearing on the matter.

Motion: *Commissioner Adams made a motion to approve per the Planning Commission recommended conditions except for the one nut bearing tree on each lot, instead using the approved tree list and adding that 35 of the 50 homes have side-entry garages with minimum 100 sq. ft. porches on the front and back and no vinyl. Commissioner Myers seconded the motion. Commissioners Warren, Myers, Bradford, Adams and Dixon voted in favor with Commissioner Shelnett abstaining since he occasionally works with the developer. The motion passed 5-1.*

OA26-0094 - Amendments to the Walton County Land Development Ordinance as per amendment sheet dated 4/6/2026

Planning Commission recommended approval as submitted.

County Attorney Chip Ferguson opened the public hearing on the matter. There was no one to speak in favor nor oppose. Attorney Ferguson closed the public hearing on the matter.

Motion: *Commissioner Adams made a motion to approve all, however, amending that developers be allowed to choose trees from the approved tree list not requiring a nut tree. Commissioner Dixon seconded the motion and all district commissioners voted in favor.*

Resolution - Capital Improvements Element Annual Update

Motion: *Commissioner Adams made a motion, seconded by Commissioner Dixon to approve the Capital Improvements Element Annual Update. All district commissioners voted in favor.*

SHERIFF

Agreement - Indigital Encore - 911 Backup & Disaster Recovery Phones

Motion: *Commissioner Adams made a motion to approve the agreement with Indigital Encore*

for 911 Backup & Disaster Recovery Phones pending County Attorney review. Commissioner Myers seconded the motion and all district commissioners voted in favor.

Software Service Agreement - WO Industries, LLC (d/b/a DutyHub)

Motion: Commissioner Dixon made a motion to approve the service agreement WO Industries, dba DutyHub pending County Attorney review. All district commissioners voted in favor.

ADMINISTRATIVE CONSENT AGENDA

- 1. Approval of May 5 2026 Meeting Minutes
- 2. Contracts & Budgeted Purchases of \$25,000 or Greater
- 3. Declaration of Surplus
- 4. Ratification of Actions taken by WCWSA on May 19, 2026
- 5. Walton Co. Water – 2026 Water Charge Offs
- 6. Acceptance of Land Donation – 4.0 acres Parcel #c0510187 – Willet
- 7. Lease Renewal – State Properties Commission – Department of Human Services
- 8. Approval of Uncollectable Property – Tax Commissioner

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

ACCEPTANCE OF BIDS/PROPOSALS

Acceptance of Proposal - Water Rate Study

Motion: Commissioner Adams made a motion to accept the proposal from Shpigler Group in the amount of \$40,000. Commissioner Warren seconded the motion. All district commissioners voted in favor.

PUBLIC COMMENT

Troy Tobler spoke during public comment. He suggested that the Board consider having citizen participation in the budget process.

ADJOURNMENT

Motion: Commissioner Bradford made a motion, seconded by Commissioner Warren, to adjourn the meeting. The motion carried and the meeting was adjourned at 9:05 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

Walton County Department Agenda Request

Department Name: Juvenile Court

Department Head/Representative: Michele Nash

Meeting Date Request: July 7, 2026

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

If so, When? 2025

TOPIC: CHINS Grant

Wording For Agenda: Requesting permission to reapply for the CHINS Grant to fund out Truancy Intervention Program

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

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

Department Comments/Recommendation: **Deadline to reapply for the grant July 22, 2026.**

Additional Documentation Attached? **No**

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:

Purchasing Department Comments:

County Attorney Comments:

Chairman's Comments:

Walton County Department Agenda Request

Department Name: **Planning and Development**

Department Head/Representative: **Kristi Parr**

Meeting Date Request: **July 7, 2026**

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

If so, When? **N/A**

TOPIC: **Right of Way Acceptance**

Wording For Agenda: **Right of Way Acceptance for the record for the Following Subdivision: Franklin Estates Phase 2. This will be a 60' Right of Way.**

This Request: Informational Purposes Only

Needs Action by Commissioners* **Yes**

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

Department Comments/Recommendation: **N/A**

Additional Documentation Attached? **Yes Plat Attached**

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

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

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

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

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

Approved in current budget? **N/A**

Budget information attached? **N/A**

Comments: **N/A**

Purchasing Department Comments:

County Attorney Comments:

Chairman's Comments:

Walton County Department Agenda Request

Department Name: **Planning and Development**

Department Head/Representative: **Kristi Parr**

Meeting Date Request: **July 7, 2026**

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

If so, When? **N/A**

TOPIC: **Right of Way Acceptance**

Wording For Agenda: **Right of Way Acceptance for the record for the Following Sudivision: Pinehurst. This will be a 60' Right of Way.**

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

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

Department Comments/Recommendation: **N/A**

Additional Documentation Attached? **Yes Plat Attached**

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

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

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

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

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

Approved in current budget? **N/A**

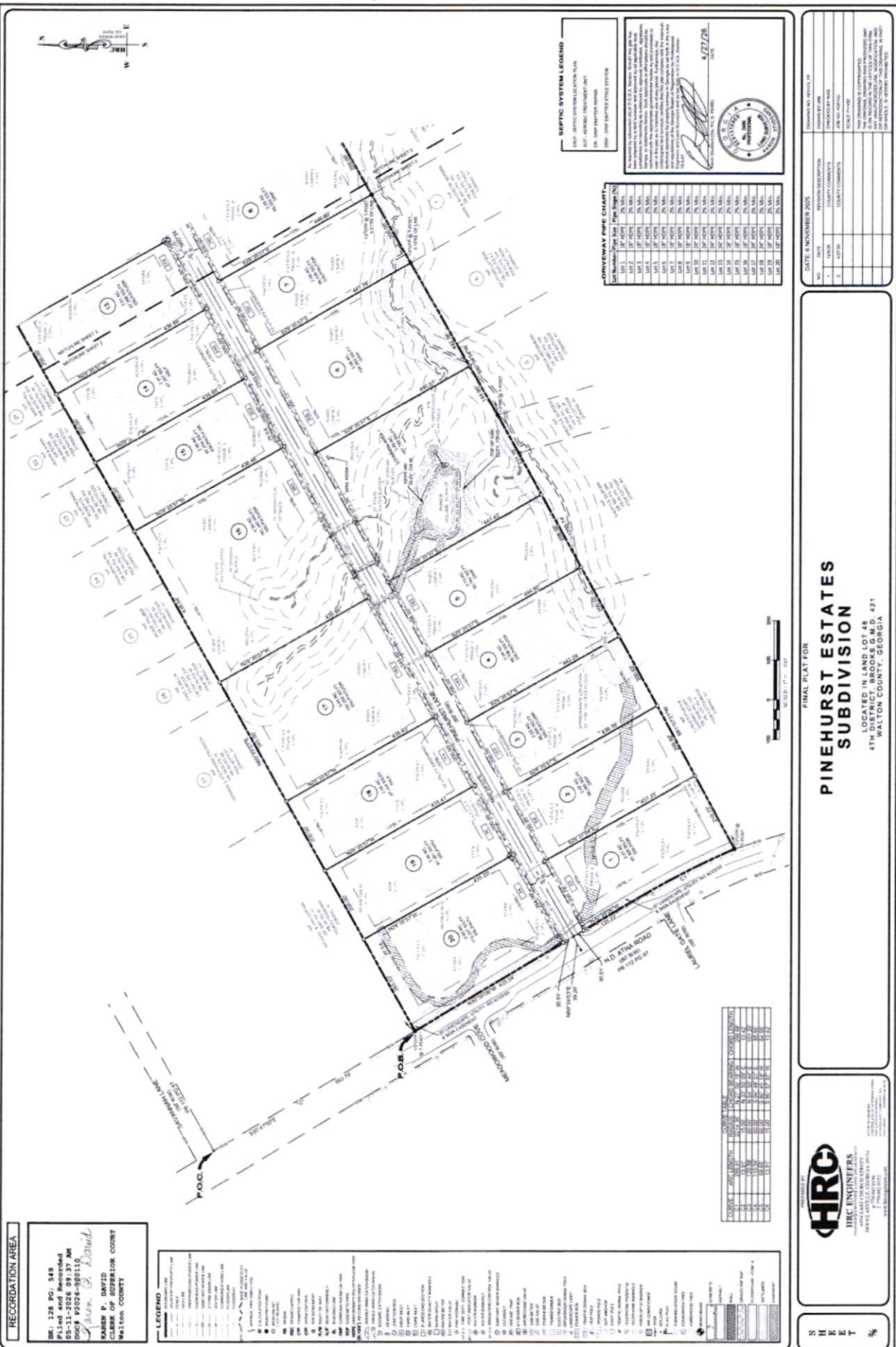
Budget information attached? **N/A**

Comments: **N/A**

Purchasing Department Comments:

County Attorney Comments:

Chairman's Comments:



RECORDATION AREA

BOOK: 124 PG: 549
 Filed and Recorded
 05-11-2026 09:37 AM
 BOOK: K9206-08010
 Karen B. David
 KAREN P. DAVID
 CLERK OF SUPERIOR COURT
 WALTON COUNTY

LEGEND

1	PROPERTY LINES
2	ADJACENT PROPERTY LINES
3	ADJACENT PROPERTY LINES (EXISTING)
4	ADJACENT PROPERTY LINES (PROPOSED)
5	ADJACENT PROPERTY LINES (EXISTING) (DASHED)
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100	ADJACENT PROPERTY LINES (PROPOSED) (SHORT DASH-DOTT-DOTT-DOTT-DOTT-DOTT-DOTT-DOTT-DOTT-DOTT-DOTT-DOTT)

SEPTIC SYSTEM LEGEND

100' - DEVELOPMENT PLAN
 100' - SEWER TREATMENT PLAN
 100' - SEWER SYSTEM
 100' - SEWER COLLECTION

DRIVEWAY PIPE CHART

Lot Number	Pipe Size	Pipe Slope (%)
101.1	18" ACP	2% N/S
101.2	18" ACP	2% N/S
101.3	18" ACP	2% N/S
101.4	18" ACP	2% N/S
101.5	18" ACP	2% N/S
101.6	18" ACP	2% N/S
101.7	18" ACP	2% N/S
101.8	18" ACP	2% N/S
101.9	18" ACP	2% N/S
102.0	18" ACP	2% N/S
102.1	18" ACP	2% N/S
102.2	18" ACP	2% N/S
102.3	18" ACP	2% N/S
102.4	18" ACP	2% N/S
102.5	18" ACP	2% N/S
102.6	18" ACP	2% N/S
102.7	18" ACP	2% N/S
102.8	18" ACP	2% N/S
102.9	18" ACP	2% N/S
103.0	18" ACP	2% N/S

DATE: 6 NOVEMBER 2025

ISSUED BY: [Signature]

CHECKED BY: [Signature]

DATE: 4/27/26

SCALE: 1" = 100'

FINAL PLAT FOR

PINEHURST ESTATES

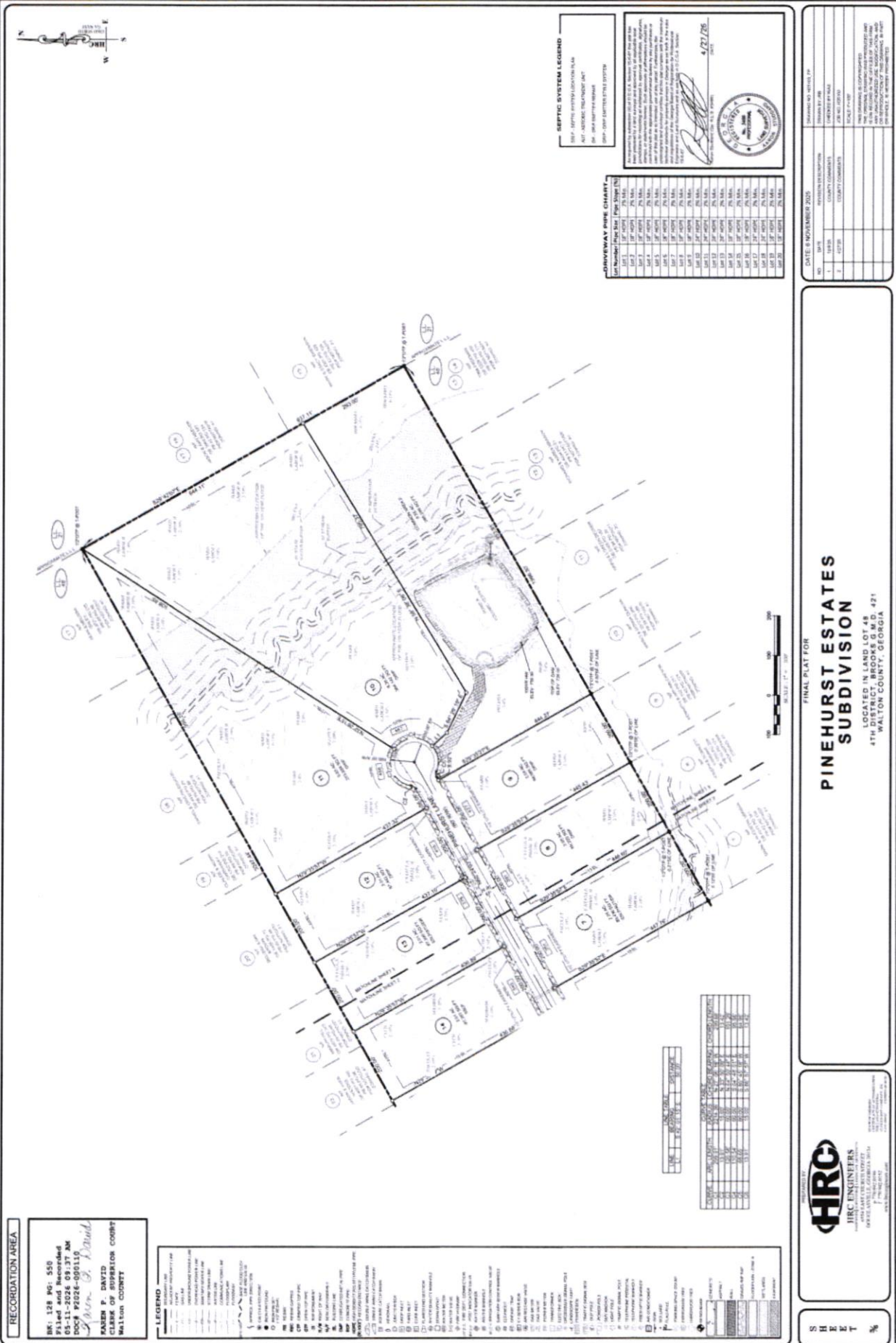
SUBDIVISION

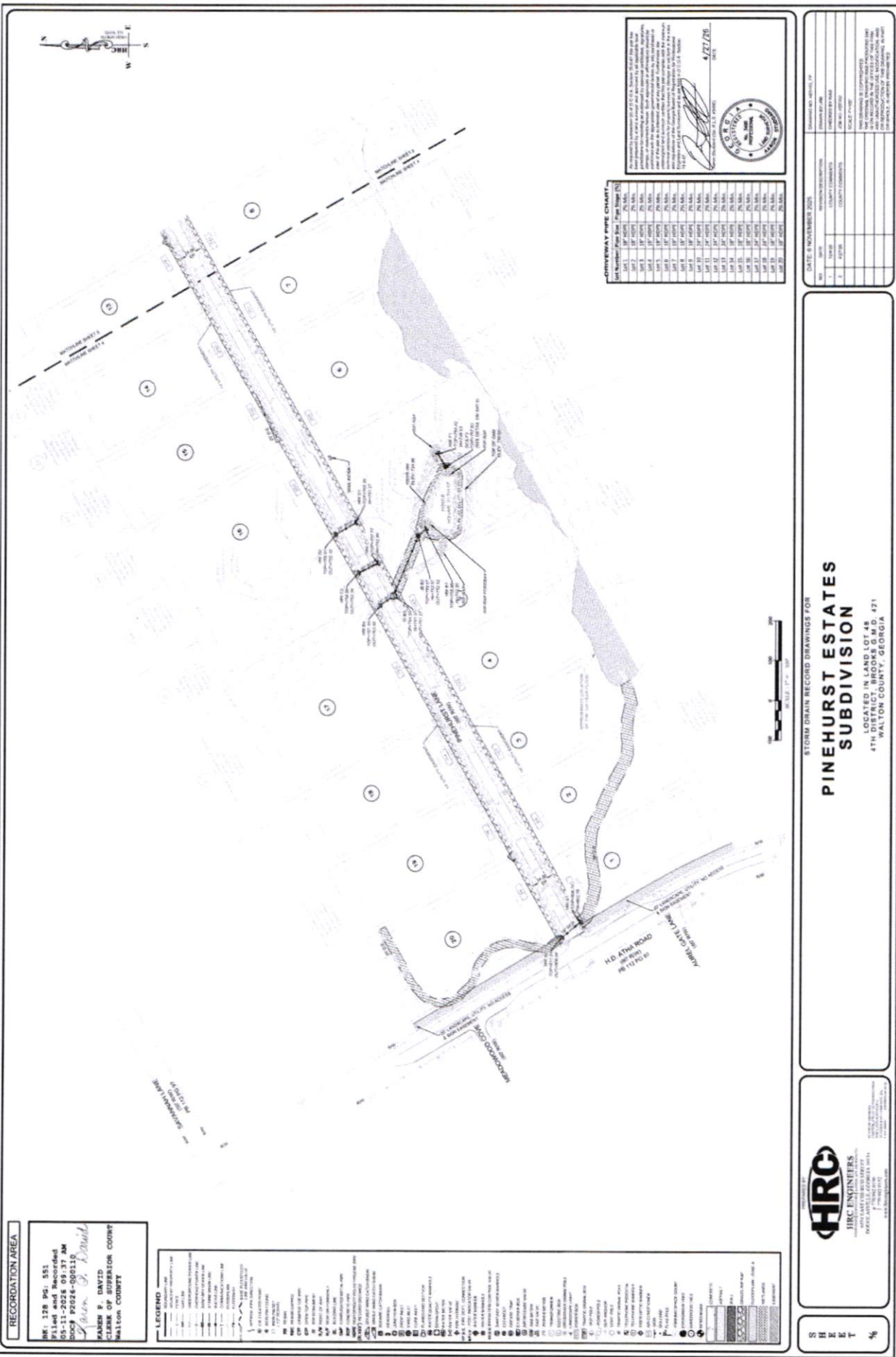
LOCATED IN LAND LOT 48
 4TH DISTRICT, WALTON COUNTY, GEORGIA

HRC ENGINEERS

HRC ENGINEERS
 1000 AVENUE 100, SUITE 100
 FORT WALTON BEACH, FL 32410
 904.244.1111

SHEET



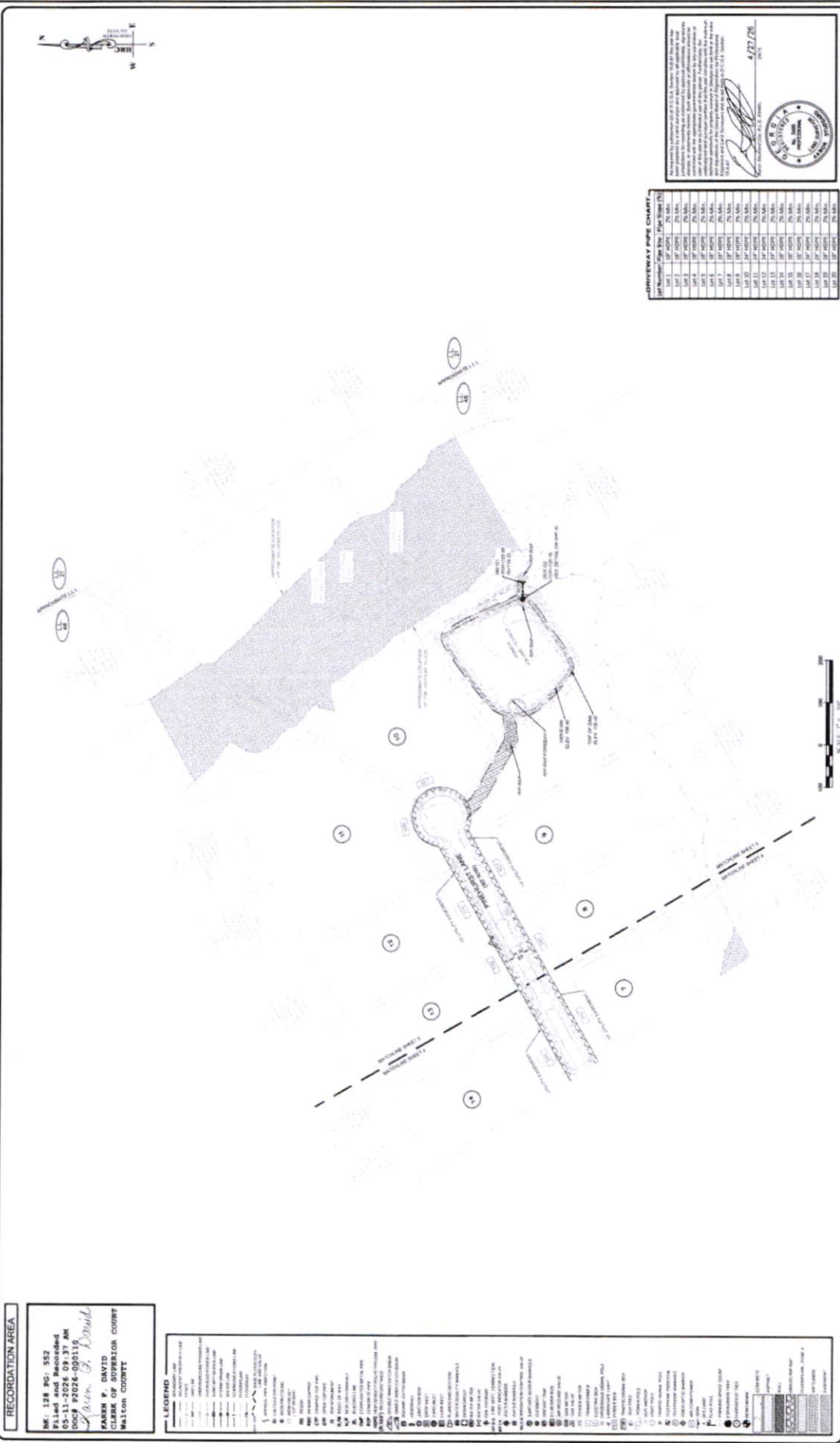


RECORDATION AREA

PK: 128 PCL 551
 Filed and Recorded
 05-11-2025 09:37 AM
 BOOK P2024-000110
Maren P. David
 MAREN P. DAVID
 CLERK OF SUPERIOR COURT
 WALTON COUNTY

LEGEND

1	1" DIA. STORM DRAIN
2	2" DIA. STORM DRAIN
3	3" DIA. STORM DRAIN
4	4" DIA. STORM DRAIN
5	6" DIA. STORM DRAIN
6	8" DIA. STORM DRAIN
7	10" DIA. STORM DRAIN
8	12" DIA. STORM DRAIN
9	15" DIA. STORM DRAIN
10	18" DIA. STORM DRAIN
11	24" DIA. STORM DRAIN
12	30" DIA. STORM DRAIN
13	36" DIA. STORM DRAIN
14	42" DIA. STORM DRAIN
15	48" DIA. STORM DRAIN
16	54" DIA. STORM DRAIN
17	60" DIA. STORM DRAIN
18	66" DIA. STORM DRAIN
19	72" DIA. STORM DRAIN
20	78" DIA. STORM DRAIN
21	84" DIA. STORM DRAIN
22	90" DIA. STORM DRAIN
23	96" DIA. STORM DRAIN
24	102" DIA. STORM DRAIN
25	108" DIA. STORM DRAIN
26	114" DIA. STORM DRAIN
27	120" DIA. STORM DRAIN
28	126" DIA. STORM DRAIN
29	132" DIA. STORM DRAIN
30	138" DIA. STORM DRAIN
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RECORDATION AREA

WK. 128 PG. 552
 05-11-2024 09:37 AM
 DOC# 22024-090119
Karen P. David
 KAREN P. DAVID
 CLERK OF SUPERIOR COURT
 WALTON COUNTY

LEGEND

1	EXISTING STORM DRAIN
2	PROPOSED STORM DRAIN
3	PROPOSED STORM DRAIN WITH 18\"/>

DRIVEWAY PIPE CHART

LOT NUMBER	PIPE SIZE	LENGTH (FT)	DATE
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As prepared by the State of Georgia, this drawing is not to be used for any other purpose without the written consent of the State of Georgia. This drawing is not to be used for any other purpose without the written consent of the State of Georgia. This drawing is not to be used for any other purpose without the written consent of the State of Georgia.

[Signature]
 DATE: 4/27/24

DATE: 6 NOVEMBER 2024

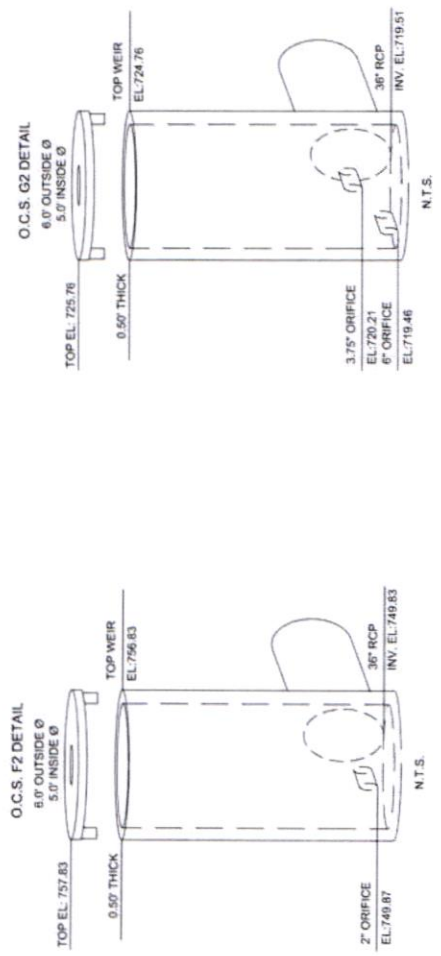
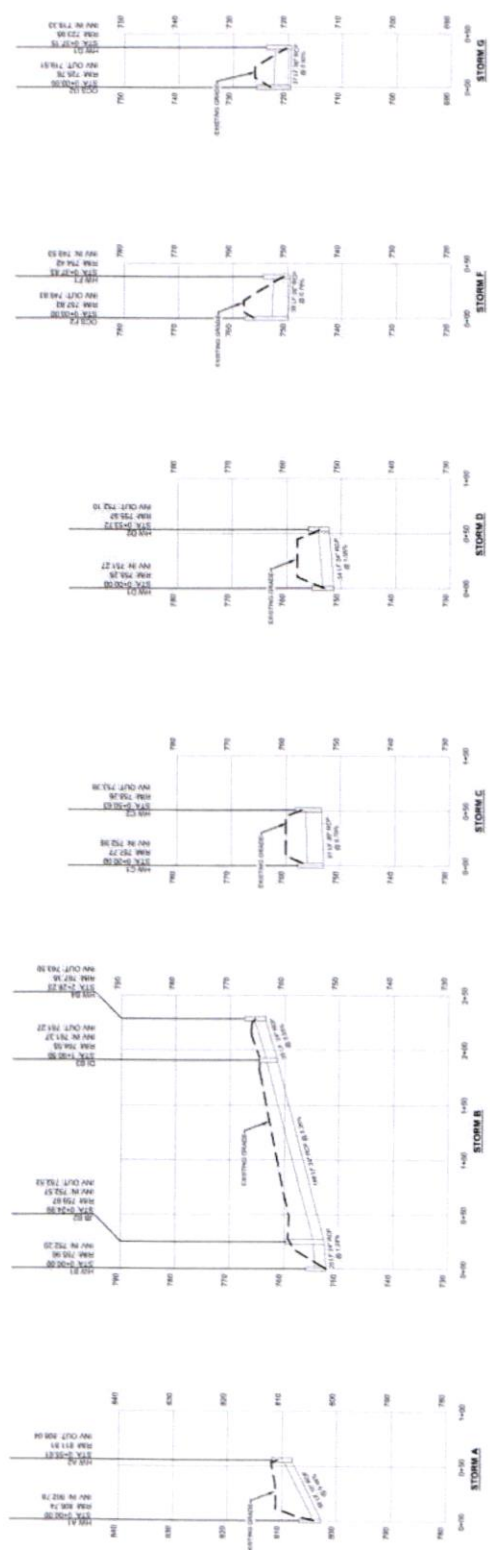
NO.	DATE	REVISION DESCRIPTION
1	11/06/24	ISSUED FOR PERMITS
2	11/06/24	ISSUED FOR PERMITS

**STORM DRAIN RECORD DRAWINGS FOR
 PINEHURST ESTATES
 SUBDIVISION**

LOCATED IN LAND LOT 48
 4TH DISTRICT BROOKS B.D. 421
 WALTON COUNTY, GEORGIA

HRC
 HRC ENGINEERS
 1000 W. WALTON BLVD., SUITE 100
 WALTON COUNTY, GEORGIA 32090
 (904) 831-1111
 www.hrc-engineers.com

RECORDATION AREA
 PL 174 901 553
 05-11-2026 09:37 AM
 DOC# P2026-000110
 KAREN P. DAVIS
 CLERK OF SUPERIOR COURT
 WALTON COUNTY



Professional Seal of David L. Brooks, P.E., License No. 10887, State of Georgia
 I hereby certify that I am a duly Licensed Professional Engineer in the State of Georgia, and that I am the author of the design and calculations shown on this drawing, or that I am a duly Licensed Professional Engineer in the State of Georgia, and that I am the author of the design and calculations shown on this drawing, or that I am a duly Licensed Professional Engineer in the State of Georgia, and that I am the author of the design and calculations shown on this drawing.
 Date: 4/21/26
 David L. Brooks, P.E.
 State of Georgia
 License No. 10887

DATE: 6 NOVEMBER 2025

NO.	DATE	REVISION/DESCRIPTION	DRAWN BY	CHECKED BY
1	11/06/25	ISSUED FOR PERMITS	JOB #01-000110	BRUCE P. HARRIS
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STORM DRAIN RECORD DRAWINGS FOR
PINEHURST ESTATES
SUBDIVISION
 LOCATED IN LAND LOT 48
 4TH DISTRICT, BROOKS G.M.D. 421
 WALTON COUNTY, GEORGIA



SCALE: AS SHOWN
 ALL DIMENSIONS IN FEET UNLESS OTHERWISE NOTED
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June 17, 2026

Morris Jordan
Walton County, Georgia
111 S. Broad Street
Monroe, Georgia 30655

Re: Engagement Proposal

Dear Morris:

Per our discussion, The Shpigler Group is pleased to have the opportunity to work with you and the team at Walton County on the development of the water rate study and financial model.

The Shpigler Group is uniquely positioned to support Walton County in developing a water rate structure and financial model that are financially sustainable, equitable across customer classes, and aligned with the County's long-term capital and operational objectives. Our approach is grounded in rigorous financial modeling and informed by extensive experience supporting utilities through periods of transition, capital investment, and system growth.

We recognize that Walton County's system presents a distinct set of considerations: a transition from purchased water to an owned supply system, significant upcoming capital investment and associated debt service, a predominantly residential customer base, and the need to balance wholesale and retail relationships. Our methodology is designed to address these factors through a structured, iterative, and collaborative process.

To meet the County's objectives, we will implement a four-phase approach that integrates financial analysis, rate design, and policy evaluation. Each phase builds on the previous while allowing flexibility to refine assumptions and evaluate alternatives as new information becomes available.

Phase 1 – Kickoff and Data Collection

This phase establishes a clear understanding of the system, validates data, and identifies key issues that will shape the study.

We will begin with a kickoff meeting with County staff to confirm objectives, align on priorities, and establish communication protocols. Early discussions will focus on key considerations such as the transition to the Hard Labor Creek supply system, anticipated capital and debt obligations, and known challenges in the current rate structure.

Our team will conduct a comprehensive review of existing documentation, including prior rate studies, rate schedules, billing practices, capital improvement plans, and debt agreements. We

will evaluate how current charges are applied across customer classes and identify areas where rates may not align with underlying system costs.

We will collect and validate key datasets, including:

- Financial and operational data to understand cost drivers
- Customer and billing data to evaluate revenue generation
- Capital planning and debt information to assess future funding needs

In parallel, we will assess the County’s current billing system and data structure to understand its ability to support detailed financial modeling, rate design, and reporting.

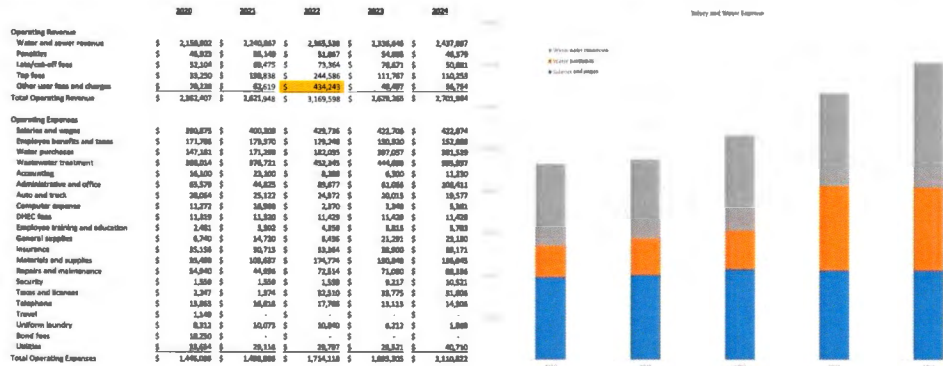
Phase 2 – Financial Modeling and Revenue Requirement Development

We will develop a customized financial model that reflects Walton County’s current operations and future system conditions.

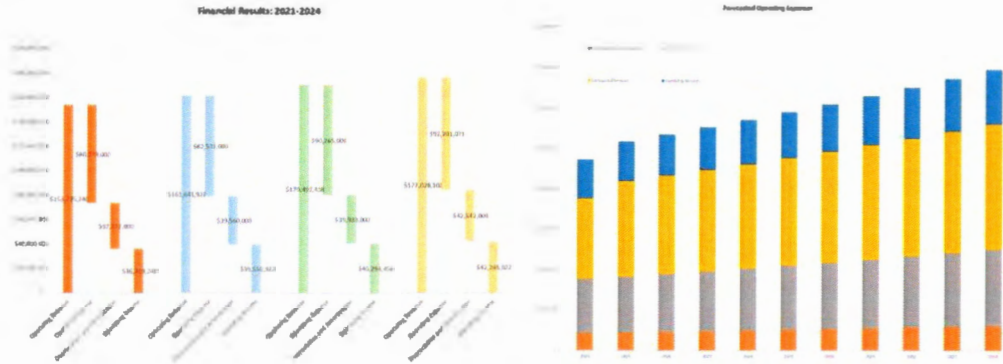
The model will integrate:

- Operating and maintenance costs
- Capital improvement program (CIP)
- Debt service obligations
- Reserve and coverage requirements

Below is an example of data and graphs from previous models.



Morris Jordan – Walton County
 June 17, 2026
 Page 3 of 7



A key focus of this phase is evaluating the financial implications of the transition to the Hard Labor Creek system. This includes modeling the shift from variable purchased water costs to fixed capital and operational costs, and ensuring that revenue structures support long-term financial stability.

The model will extend over a long-term planning horizon and will be designed to evaluate multiple scenarios, including variations in growth, demand, capital timing, and funding strategies. This will allow the County to assess trade-offs between rate adjustments, funding approaches, and customer impacts.

Below is an example of a 10-year revenue requirement projection from a previous model.

Line Item	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Operating Expenses												
Salaries and wages	\$ 432,874	\$ 476,412	\$ 488,322	\$ 500,580	\$ 513,013	\$ 525,870	\$ 539,016	\$ 553,483	\$ 568,304	\$ 584,462	\$ 601,662	\$ 619,973
Employee benefits and taxes	\$ 152,809	\$ 166,287	\$ 174,774	\$ 180,394	\$ 186,328	\$ 192,602	\$ 199,256	\$ 206,305	\$ 213,772	\$ 221,580	\$ 229,743	\$ 238,279
Water purchase	\$ 393,518	\$ 427,129	\$ 437,807	\$ 446,752	\$ 454,971	\$ 463,579	\$ 472,577	\$ 481,968	\$ 491,752	\$ 501,938	\$ 512,526	\$ 523,517
Wastewater treatment	\$ 995,917	\$ 708,384	\$ 726,308	\$ 744,467	\$ 762,879	\$ 781,556	\$ 801,709	\$ 822,352	\$ 843,596	\$ 865,440	\$ 887,884	\$ 910,927
Accounting	\$ 11,239	\$ 15,219	\$ 15,589	\$ 15,889	\$ 16,209	\$ 16,549	\$ 16,909	\$ 17,289	\$ 17,689	\$ 18,109	\$ 18,549	\$ 19,009
Administrative and office	\$ 308,411	\$ 48,411	\$ 48,411	\$ 48,411	\$ 48,411	\$ 48,411	\$ 48,411	\$ 48,411	\$ 48,411	\$ 48,411	\$ 48,411	\$ 48,411
Auto and truck	\$ 19,377	\$ 27,310	\$ 28,001	\$ 28,701	\$ 29,411	\$ 30,131	\$ 30,861	\$ 31,601	\$ 32,351	\$ 33,111	\$ 33,881	\$ 34,661
Computer expense	\$ 5,864	\$ 6,846	\$ 7,170	\$ 7,509	\$ 7,853	\$ 8,203	\$ 8,559	\$ 8,921	\$ 9,289	\$ 9,661	\$ 10,039	\$ 10,421
DHEC fees	\$ 11,428	\$ 13,540	\$ 13,889	\$ 14,259	\$ 14,639	\$ 15,029	\$ 15,429	\$ 15,839	\$ 16,259	\$ 16,689	\$ 17,129	\$ 17,579
Employee training and education	\$ 5,769	\$ 4,880	\$ 5,084	\$ 5,211	\$ 5,342	\$ 5,479	\$ 5,621	\$ 5,769	\$ 5,921	\$ 6,079	\$ 6,241	\$ 6,409
General supplies	\$ 23,139	\$ 16,485	\$ 16,807	\$ 17,139	\$ 17,481	\$ 17,833	\$ 18,195	\$ 18,567	\$ 18,949	\$ 19,341	\$ 19,743	\$ 20,155
Insurance	\$ 38,171	\$ 48,853	\$ 47,875	\$ 47,822	\$ 47,885	\$ 47,968	\$ 48,061	\$ 48,164	\$ 48,277	\$ 48,399	\$ 48,531	\$ 48,673
Materials and supplies	\$ 136,091	\$ 136,887	\$ 140,084	\$ 143,288	\$ 147,175	\$ 151,205	\$ 155,426	\$ 159,889	\$ 164,534	\$ 169,379	\$ 174,434	\$ 179,709
Repairs and maintenance	\$ 88,388	\$ 76,618	\$ 77,887	\$ 79,083	\$ 80,306	\$ 81,566	\$ 82,854	\$ 84,171	\$ 85,517	\$ 86,892	\$ 88,296	\$ 89,729
Security	\$ 10,321	\$ 6,889	\$ 6,836	\$ 6,777	\$ 6,711	\$ 6,649	\$ 6,591	\$ 6,537	\$ 6,486	\$ 6,438	\$ 6,393	\$ 6,351
Taxes and licenses	\$ 33,808	\$ 22,775	\$ 23,344	\$ 23,928	\$ 24,526	\$ 25,139	\$ 25,767	\$ 26,409	\$ 27,074	\$ 27,752	\$ 28,444	\$ 29,151
Telephone	\$ 34,506	\$ 17,885	\$ 18,468	\$ 19,067	\$ 19,681	\$ 20,311	\$ 20,956	\$ 21,616	\$ 22,291	\$ 22,981	\$ 23,686	\$ 24,406
Travel	\$ -	\$ 283	\$ 290	\$ 297	\$ 305	\$ 313	\$ 320	\$ 328	\$ 336	\$ 344	\$ 352	\$ 360
Uniform laundry	\$ -	\$ 8,887	\$ 8,515	\$ 8,158	\$ 7,815	\$ 7,486	\$ 7,171	\$ 6,869	\$ 6,579	\$ 6,299	\$ 6,029	\$ 5,769
Bond fees	\$ -	\$ 4,494	\$ 4,407	\$ 4,322	\$ 4,240	\$ 4,161	\$ 4,085	\$ 4,012	\$ 3,941	\$ 3,872	\$ 3,805	\$ 3,741
Utilities	\$ 48,728	\$ 17,275	\$ 16,382	\$ 15,519	\$ 14,686	\$ 13,873	\$ 13,080	\$ 12,307	\$ 11,554	\$ 10,821	\$ 10,108	\$ 9,415
Total Operating Expenses	\$ 2,158,822	\$ 2,815,480	\$ 2,721,227	\$ 2,638,639	\$ 2,561,275	\$ 2,488,660	\$ 2,421,201	\$ 2,358,889	\$ 2,301,742	\$ 2,249,740	\$ 2,202,942	\$ 2,160,322
Depreciation and amortization	\$ 446,408	\$ 515,533	\$ 448,214	\$ 463,087	\$ 484,787	\$ 497,207	\$ 520,228	\$ 522,946	\$ 526,333	\$ 537,719	\$ 532,772	\$ 522,772
Non-Operating Revenue												
Interest and dividends	\$ 22,082	\$ 22,082	\$ 567	\$ 570	\$ 579	\$ 580	\$ 588	\$ 590	\$ 601	\$ 610	\$ 610	\$ 620
Reparal income	\$ 88,088	\$ 88,242	\$ 18,402	\$ 18,216	\$ 18,084	\$ 18,009	\$ 18,071	\$ 18,163	\$ 18,283	\$ 18,429	\$ 18,599	\$ 18,800
Interest expense	\$ (185,089)	\$ (185,510)	\$ (185,089)	\$ (178,218)	\$ (179,880)	\$ (179,880)	\$ (180,380)	\$ (180,380)	\$ (180,380)	\$ (180,380)	\$ (180,380)	\$ (180,380)
Property Tax Income	\$ 251,023	\$ 288,785	\$ 270,008	\$ 270,879	\$ 288,484	\$ 295,762	\$ 310,008	\$ 321,404	\$ 332,004	\$ 342,804	\$ 352,804	\$ 363,004
Other income	\$ 7,809	\$ 7,827	\$ 8,072	\$ 8,315	\$ 8,564	\$ 8,817	\$ 9,074	\$ 9,334	\$ 9,597	\$ 9,864	\$ 10,134	\$ 10,406
Total Non-Operating Revenue	\$ 126,534	\$ 148,396	\$ 154,138	\$ 128,784	\$ 135,831	\$ 135,115	\$ 151,732	\$ 159,804	\$ 179,680	\$ 201,386	\$ 201,386	\$ 230,349
Revenue Requirement	\$ 2,428,706	\$ 2,675,757	\$ 2,705,206	\$ 2,760,914	\$ 2,850,232	\$ 2,918,051	\$ 2,985,995	\$ 3,048,491	\$ 3,098,885	\$ 3,255,293	\$ 3,319,754	\$ 3,391,291
Forecasted Revenue	\$ 2,701,864	\$ 2,847,714	\$ 3,021,407	\$ 3,098,842	\$ 3,174,385	\$ 3,251,724	\$ 3,339,088	\$ 3,418,444	\$ 3,508,905	\$ 3,591,503	\$ 3,681,291	\$ 3,768,291

Throughout this phase, we will work closely with County staff to refine assumptions, validate outputs, and ensure that the model reflects both financial realities and policy priorities. This collaborative, iterative process ensures that the resulting revenue requirements are accurate, transparent, and aligned with the County's long-term goals.

Phase 3 – Cost of Service and Rate Structure Development

This phase translates financial requirements into equitable and implementable rate structures.

We will conduct a detailed cost of service analysis to allocate system costs across customer classes based on cost causation principles. This includes evaluating base charges, volumetric rates, and consumption tiers, as well as identifying the need for specialized rate structures for large or high-demand users.

We will develop and evaluate a focused set of rate alternatives, assessing:

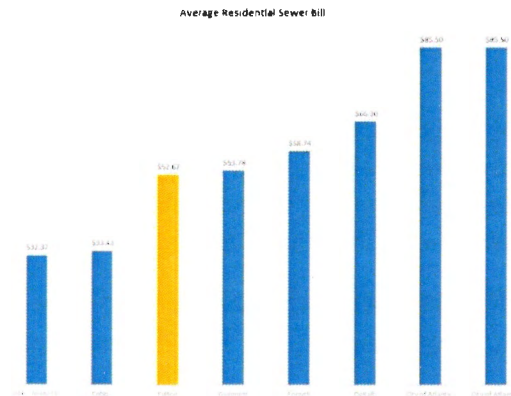
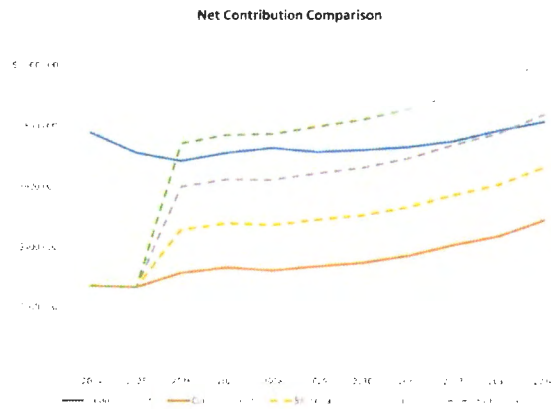
- Revenue sufficiency and financial stability
- Equity across customer classes
- Impacts on typical customer bills
- Practical considerations for implementation

In addition, we will evaluate:

- Wholesale and retail rate relationships
- Impact and connection fee structures
- Opportunities to improve rate stability and predictability

As part of this phase, we will also provide guidance on how billing system capabilities and data availability may influence rate design and ongoing financial management.

Below are examples showing net contribution comparisons between rate structures and customer impact benchmarking:



As each rate and fee alternative is developed, we will meet with County staff to review outputs, discuss implications, and determine refinements. By embedding regular feedback into this process, we ensure the final recommendations are well-understood, clearly justified, and tailored to the County's operational and community needs.

Phase 4 – Finalization and Presentation

The final phase focuses on refining recommendations, supporting decision-making, and ensuring successful implementation through clear communication.

We will prepare a comprehensive draft report that documents the full analytical process, including financial modeling results, cost of service methodology, and rate design alternatives. The report will clearly explain the rationale behind recommendations and present findings in a way that is both technically robust and accessible to non-technical audiences.

We will conduct structured review sessions with County staff to walk through findings, address questions, and refine recommendations based on feedback. This ensures that the final recommendations are well understood and aligned with County priorities before being presented publicly.

Recognizing that rate changes can have significant community impact, we will support the County in developing and delivering a clear communication strategy. This includes participating in stakeholder outreach and County meetings. Our approach emphasizes transparency and clarity, helping stakeholders understand not only what is changing, but why those changes are necessary to support the system's long-term sustainability.

Following stakeholder engagement and incorporation of feedback, we will finalize the report and provide the County with a clear, actionable roadmap for implementation, including recommended phasing, policy considerations, and next steps.

In total, and reflecting the requirements of the RFP, we anticipate at least four key meetings with stakeholder groups: the kickoff and three progress reviews (aligned with financial modeling, cost allocation, and final recommendations) include draft review. To facilitate communication, we can support virtual progress review meetings. Additional in-person or virtual stakeholder sessions may be included as needed.

The proposed project timeline is as follows:

Detailed Tasks and Activities	W1	W2	W3	W4	W5	W6	W7	W8	W9	W10	W11	W12	W13	W14
PHASE 1 KICKOFF AND DATA COLLECTION														
Stakeholder Engagement	█													
In-person Kickoff Meeting with County Staff	█													
Confirm scope, objectives, and communication protocols	█													
Data Collection & Initial Assessment														
Complete financial data and CIP information		█	█											
Review existing rate structure and conduct initial assessment of system costs and revenues		█	█											
Validate data sets and evaluate existing capabilities		█	█											
PHASE 2 FINANCIAL MODELING AND REVENUE REQUIREMENT DEVELOPMENT														
Financial Analysis														
Analyze historical operations, costs, and performance		█	█	█										
Evaluate capital plan and debt service obligations			█	█	█									
Model Creation														
Develop long-term financial model (20-year horizon)			█	█	█	█								
Incorporate costs, CIP, debt, and reserves				█	█	█								
Model transition to Hard Labor Creek supply				█	█	█	█							
Develop revenue requirements and financial scenarios				█	█	█	█							
Review and refine model with County staff				█	█	█	█							
PHASE 3 COST OF SERVICE AND RATE STRUCTURE DEVELOPMENT														
Cost of Service Analysis														
Allocate costs across customer classes						█	█	█	█	█				
Evaluate base charges and consumption fees						█	█	█	█	█				
Rate Structure Development														
Develop and evaluate alternative rate structures						█	█	█	█	█				
Assess wholesale and retail rates, and development fees						█	█	█	█	█				
Test rate structures within financial model							█	█	█	█				
Evaluate customer impacts and financial performance							█	█	█	█				
Provide billing systems and implementation considerations								█	█	█	█			
Review and refine with County staff								█	█	█	█			
PHASE 4 FINALIZATION AND PRESENTATION														
Prepare draft and final report											█	█		
Finalize financial model and recommendations											█	█		
Review findings with County staff											█	█		
Present recommendations to stakeholders												█	█	
Support public meeting as needed													█	█
Deliver final study deliverables to County														█
CONTINUOUS QUALITY ASSURANCE														
Biweekly progress meetings with Town staff	█	█	█	█	█	█	█	█	█	█	█	█	█	█
Ongoing schedule management and risk monitoring	█	█	█	█	█	█	█	█	█	█	█	█	█	█


Based on the work outlined, our assessment is that the work associated with the study will require the dedicated effort of the team for a period of fourteen weeks. We are prepared to complete all of the requirements as described above for a fixed professional fee of \$40,000. Given that we are within driving distance, no expenses for travel will be billed.

If the foregoing fairly states our understanding, please indicate your agreement by causing your duly authorized officer to sign where indicated below.

Morris Jordan – Walton County
June 17, 2026
Page 7 of 7

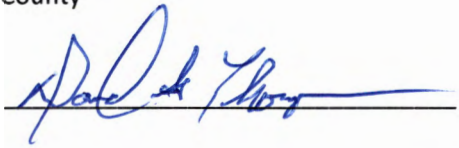
Very truly yours,

SHPIGLER CONSULTING

By: 
David Shpigler
President
Its duly authorized officer

Address of Notices: Shpigler Consulting, Inc.
10 10th Street NE
Suite 390
Atlanta, GA 30309
Phone: 404-600-5480

ACCEPTED AND AGREED TO:
Walton County

By: 

Address of Notices: 303 S. Hammond Dr
Suite 333
Monroe, GA 30655
Attn: Jennifer Wall

Dated: 6/18/2026



May 21, 2026

Members of the Board of Commissioners
Walton County, Georgia
303 South Hammond Drive, Suite 333
Monroe, Georgia 30655

Attn: Jennifer Wall, Chief Financial Officer

The following represents our understanding of the services we will provide Walton County, Georgia.

You have requested that we audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of Walton County, Georgia (the "County"), as of June 30, 2026, and for the year then ended and the related notes to the financial statements, which collectively comprise the County's basic financial statements as listed in the table of contents. We will obtain and place reliance on the report of other auditors for the Walton County Health Department, a discretely presented component unit of the County. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

In addition, we will audit the County's compliance over major federal award programs for the period ended June 30, 2026. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the County's major federal award programs. The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives of our compliance audit are to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the entity complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and *Government Auditing Standards*, if any, and perform procedures to address those requirements.

Accounting standards generally accepted in the United States of America (US GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles

generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

1. Management’s Discussion and Analysis (MD&A).
2. Budgetary comparisons for the General Fund (and other major special revenue funds).
3. Schedule of Changes in the County’s Net Pension Liability and Related Ratios.
4. Schedule of County Contributions – Pension Plan.
5. Schedule of Changes in the County’s Total OPEB Liability and Related Ratios.

Supplementary information other than RSI will accompany the County’s basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the basic financial statements as a whole:

1. Combining and individual fund statements and budget schedules.
2. Schedule of Projects Constructed with Special Purpose Local Option Sales Tax Proceeds.

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report:

1. Introductory section
2. Statistical section

Schedule of Expenditures of Federal Awards

We will subject the schedule of expenditures of federal awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal awards is presented fairly in all material respects in relation to the financial statements as a whole.

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management’s responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors’ reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Audit of the Financial Statements

We will conduct our audits in accordance GAAS, the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America and the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). As part of an audit of financial statements in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control.² However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the County's ability to continue as a going concern for a reasonable period of time.

Although we are currently in the planning stage of our audit, we have identified the following significant risk during our audit to date that require special audit consideration:

- Management override of controls is considered an inherent risk according to GAAS

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. Furthermore, the determination of waste and abuse is subjective and *Government Auditing Standards* does not require auditors to perform specific procedures to detect waste or abuse nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

Audit of Major Program Compliance

Our audit of the County's major federal award programs compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the Uniform Guidance, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal award programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the entity's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal programs as a whole.

As part of a compliance audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

Our procedures will consist of determining major federal programs and, performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs, and performing such other procedures as we considers necessary in the circumstances. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal award programs. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management's Responsibilities

Our audit will be conducted on the basis that management and those charged with governance acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal awards received and expended during the period and the federal programs under which they were received;
4. For maintaining records that adequately identify the source and application of funds for federally funded activities;
5. For preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance;

6. For designing, implementing, and maintaining effective internal control over federal awards that provides reasonable assurance that the entity is managing federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal awards;
7. For identifying and ensuring that the entity complies with federal laws, statutes, regulations, rules, provisions of contracts or grant agreements, and the terms and conditions of federal award programs, and implementing systems designed to achieve compliance with applicable federal statutes, regulations, and the terms and conditions of federal award programs;
8. For disclosing accurately, currently, and completely the financial results of each federal award in accordance with the requirements of the award;
9. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
10. For taking prompt action when instances of noncompliance are identified;
11. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
12. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
13. For submitting the reporting package and data collection form to the appropriate parties;
14. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
15. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including the disclosures, and relevant to federal award programs, such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit;
 - c. Unrestricted access to persons within the entity and others from whom we determine it necessary to obtain audit evidence;
 - d. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report; and
 - e. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report.
16. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
17. For coordinating our access to information relevant to the preparation and fair presentation of the financial statements of component units which may include discussions with component unit management and their auditors.
18. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work.
19. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
20. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;
21. For the accuracy and completeness of all information provided;
22. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
23. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the schedule of expenditures of federal awards referred to above, you acknowledge and understand your responsibility (a) for the preparation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance, (b) to provide us with the appropriate written representations regarding the schedule of expenditures of federal awards, (c) to include our report on the schedule of expenditures of federal awards in any document that contains the schedule of expenditures of federal awards and that indicates that we have reported on such schedule, and (d) to present the schedule of expenditures of federal awards with the audited financial

statements, or if the schedule will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the schedule of expenditures of federal awards no later than the date of issuance by you of the schedule and our report thereon.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

Nonattest Services

With respect to any nonattest services we perform, including the following:

- *Assistance with preparation of the financial statements and related notes.*
- *Assistance with preparation of the schedule of expenditures of federal awards and related notes.*

We will not assume management responsibilities on behalf of the County. However, we will provide advice and recommendations to assist management of the County in performing its responsibilities.

The County’s management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) designing, implementing, and maintaining the system of internal control, including the process used to monitor the system of internal control. Furthermore, you acknowledge that the working digital files used to prepare your financial statements constitute proprietary information to us, and we reserve all rights to these files.

Our responsibilities and limitations of the nonattest services are as follows:

- The nonattest services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*.
- The nonattest services are limited to the assistance with preparation of the financial statements, related notes, and schedule of expenditures of federal awards and related notes previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries.

Reporting

We will issue a written report upon completion of our audit of the County’s basic financial statements. Our report will be addressed to the Board of Commissioners of Walton County, Georgia. We will make reference to the other auditor’s report on the Walton County Health Department in our report on your financial statements. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an

emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that the County is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

We will provide copies of our reports to the County; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

Other

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select for testing. We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reasons, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete our engagement, resulting in an increase in fees over our original estimate. It may also significantly change original timelines for estimated completion of the audit.

If you intend to publish or otherwise reproduce the basic financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

With regard to an exempt offering document with which Mauldin & Jenkins is not involved, you agree to clearly indicate in the exempt offering document that Mauldin & Jenkins is not involved with the contents of such offering document. In the event that Mauldin & Jenkins is requested to be involved with an exempt offering document, you agree that the aforementioned auditor's report or reference to Mauldin & Jenkins will not be included without our prior permission or consent. Furthermore, any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent, will be a separate engagement.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete, including as it pertains to any information shared with Mauldin & Jenkins through SuraLink or any other file sharing service, portal, etc. used during the conduct of the audit.

Provisions of Engagement Administration, Timing and Fees

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We expect to begin our audit on approximately August 31, 2026 and to issue our reports no later than December 31, 2026. Ryan Jones is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these services will be \$102,000 for the year ended June 30, 2026. Our hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered as follows: \$19,000 upon signing the engagement letter and then thereafter as work progresses. Invoices are payable on presentation; a service charge of 1.5% per month (18% annually) will be added onto any balances not paid within 30 days.

The above fees are based on anticipated cooperation from your personnel (including complete and timely receipt by us of the information on the respective client participation listings) and the assumption that unexpected circumstances (including scope changes) will not be encountered during the audit. If significant additional time is necessary or if there are significant delays in receiving the information needed to complete our audit procedures, the above fee estimate may need to be revised.

As a result of our prior or future services to you, we might be requested or required to provide information or documents to you or a third party in a legal, administrative, arbitration, or similar proceeding in which we are not a party. If this occurs, our efforts in complying with such requests will be deemed billable to you as a separate engagement. We shall be entitled to compensation for our time and reasonable reimbursement for our expenses (including legal fees) in complying with the request. For all requests we will observe the confidentiality requirements of our profession and will notify you promptly of the request.

During the course of the audit we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

At the conclusion of our audit engagement, we will communicate to the Board of County Commissioners the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;

Walton County, Georgia – 2026 Engagement Letter
May 21, 2026
Page 9

- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management’s consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

The audit documentation for this engagement is the property of Mauldin & Jenkins and constitutes confidential information. However, we may be requested to make certain audit documentation available to the Georgia Department of Audits and Accounts or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Mauldin & Jenkins’s personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements compliance over major federal award programs including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

MAULDIN & JENKINS



Ryan W. Jones

RESPONSE:

This letter correctly sets forth the understanding of Walton County, Georgia.

By: _____

Title: _____

By: _____

Title: _____

Walton County Department Agenda Request

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

Department Head/Representative: **Kim McCord**

Meeting Date Request: **07/07/2026**

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

If so, When?

TOPIC: **Accuarate Controls, Inc.**

Wording For Agenda: **Accurate Controls Inc. Security Systems - Gold Plan**

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

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

Department Comments/Recommendation: **Agreement picks up after the 1 year warranty expires on 08/12/2026 for the new jail facility and other government offices**

Additional Documentation Attached? **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: **06/09/2026**

Has the County Attorney review been completed? **Yes (6/25/2026)**

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

Approved in current budget? **Approved in the FY27 budget for Gold Plan**

Budget information attached?

Comments:

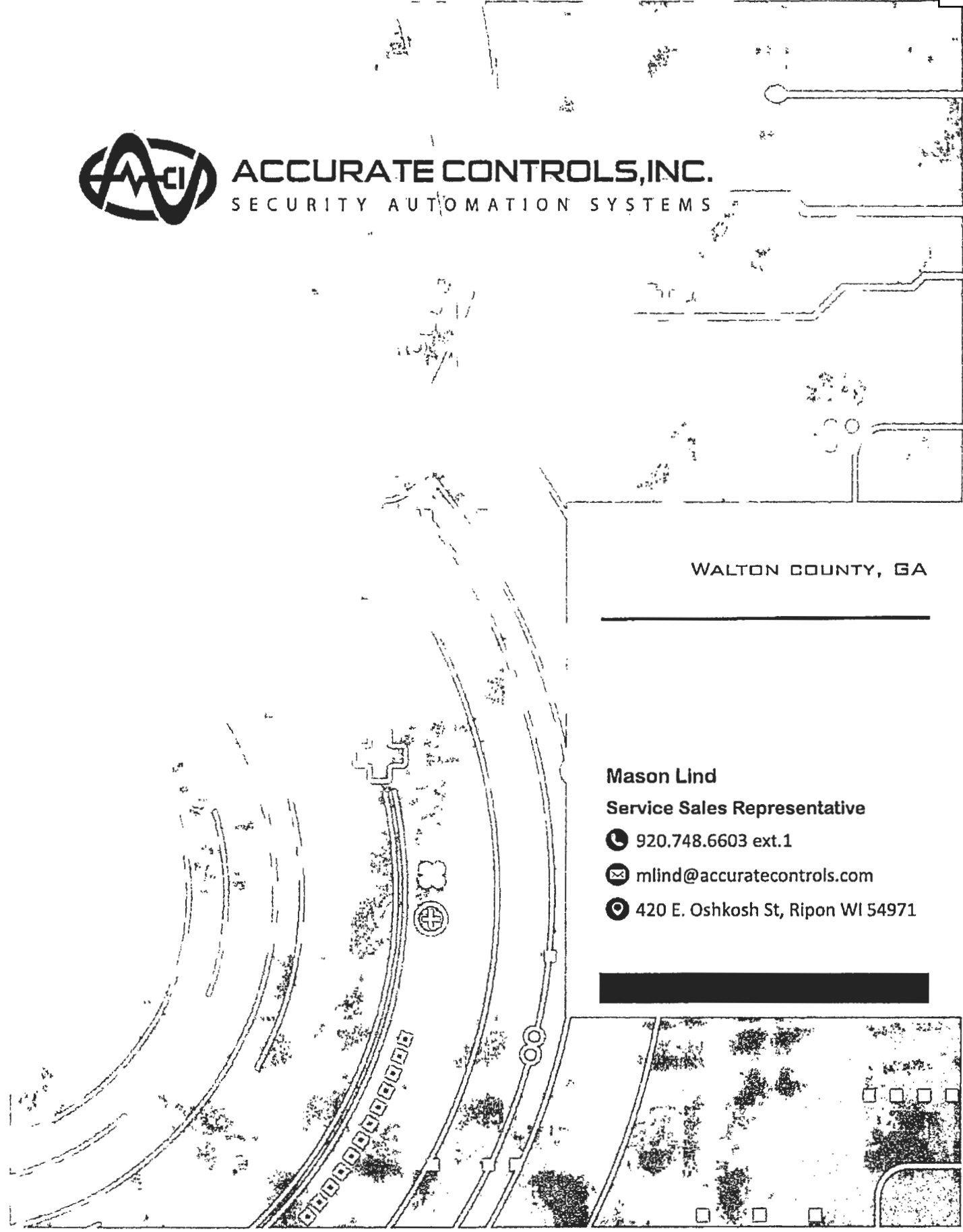
Purchasing Department Comments:

County Attorney Comments:

Chairman's Comments:



ACCURATE CONTROLS, INC.
SECURITY AUTOMATION SYSTEMS



WALTON COUNTY, GA

Mason Lind

Service Sales Representative

📞 920.748.6603 ext.1

✉ mlind@accuratecontrols.com

📍 420 E. Oshkosh St, Ripon WI 54971





SERVICE AGREEMENT

(Security Automation Systems)

THIS AGREEMENT executed on this the ____ day of _____, 2026, but agreed to be effective from and after the 12th day of August, 2026, by and between Walton County, GA (hereinafter "Client"), and ACCURATE CONTROLS, INC., (hereinafter "ACI"). NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, Client hires ACI and ACI agrees to work for Client under the terms and conditions hereby agreed upon by the parties.

SECTION 1 – Scope of Services

ACI agrees to perform services for the client’s security automation systems, installed by ACI at the Client’s facility located at 303 S. Hammond Dr. #335, Monroe, GA 30655. ACI agrees to perform the work for the Client on the terms and conditions set forth in this Agreement and as defined under the following Plans. It is recommended that the client provide an internet link for remote access, so we can better support your facility. Schedule A reflects fees for time and material costs. Schedule B will include the following equipment/ systems that are included for support per a service contract. Schedule B will also show equipment that can be eligible for repair/ replacement per a Gold or Silver plan. Schedule C will exclude equipment /systems that ACI does not support per this contract.

PHONE PLAN:

Provide a customer defined configuration of online, office hour, and after-hour telephone technical assistance.

Online & Phone Support: 24/7 Phone Support	Typical Cost	Contract
ANNUAL FEE (for 1-year Agreement):	\$ 18,545.60	\$ 12,212.80

Online & Phone Support: Office Hours: Daily 7:30 am to 4:30 pm	Typical Cost	Contract
ANNUAL FEE (for 1-year Agreement):	\$ 11,979.20	\$ 7,892.80

Any additional visits made by an Accurate Controls’ Service Technician will be provided and billed by hour, travel and per Diem as referenced in (Schedule A). In addition, ACI will service door control hardware installed by others on a time and material basis only. See Attached Time and Material (Schedule A).

Video System SMA agreement (Software Maintenance Agreement)	Typical Cost	Contract
ANNUAL FEE (for 1-year Agreement):	\$ 4,410.00	\$ 2,940.00

**The SMA is maintenance support that is being purchased so a certified person can contact the video system manufacturer and receive software support as well as software upgrades. Software upgrades are subject to change due to compatibility of hardware that is installed at the facility.*

BRONZE PLAN:

Provide online, 24/7 telephone technical assistance, and provide one (1) scheduled annual service visit. Annual service visit will include one qualified technician for a limit of two (2) days, 8:00 am until 4:30 pm (lunch break 1/2 hour) to inspect and adjust any equipment scheduled by the Client or deemed necessary by the inspecting technician. This visit will include a routine check of all security control systems installed by ACI. The scheduled service date shall be determined at the beginning of the Agreement.

	Typical Cost	Contract
11 MONTH FEE (for 11-month Agreement):	\$ 27,310.80	\$ 19,688.90

Agreement includes fifteen (15) hours of programming time per plan year without additional cost. If programming time exceeds fifteen (15) hours per year, additional time required will be billed at the (Schedule A) rate. Any additional visits made by an Accurate Controls’ Service Technician will be provided and billed by hour, travel and per diem as referenced in (Schedule A). In addition, ACI will service door control hardware installed by others on a time and material basis only. See Attached Time and Material (Schedule A).



SILVER PLAN:

Provide online, 24/7 telephone technical assistance, equipment replacement, and two (2) scheduled annual service visits. Annual service visit will include one qualified technician for a limit of two (2) days, 8:00 am until 4:30 pm (lunch break 1/2 hour) to inspect and adjust any equipment scheduled by the Client or deemed necessary by the inspecting Technician. Each visit will include a routine check of all security control systems installed by ACI. The scheduled service date shall be determined at the beginning of the Agreement.

An unscheduled visit may be arranged at any time deemed necessary by the client. However, one (1) unscheduled visit will remove one (1) scheduled visits from your scheduled visit balance. An Accurate Controls' Service Technician will be sent to the site to service or replace the "critical" item only. No routine service work will be performed during the emergency visit.

During the term of this contract, total equipment replacement costs covered by ACI shall not exceed 40% of the Agreement amount.

	Typical Cost	Contract
11 MONTH FEE (for 11-month Agreement):	\$ 60,938.10	\$ 51,974.20

Agreement includes fifteen (15) hours of programming time per plan year without additional cost. If programming time exceeds fifteen (15) hours per year, additional time required will be billed at the (Schedule A) rate. Any additional visits made by an Accurate Controls Service Technician will be provided and billed by hour, travel and per diem as referenced in (Schedule A). In addition, ACI will service door control hardware installed by others on a time and material basis only. See Attached Time and Material (Schedule A).

GOLD PLAN:

Provide online, 24/7 telephone technical assistance, equipment replacement, and four (4) scheduled annual service visits. Annual service visit will include one qualified technician for a limit of two (2) days, 8:00 am until 4:30 pm (lunch break 1/2 hour) to inspect and adjust any equipment scheduled by the Client or deemed necessary by the inspecting technician. Each visit will include a routine check of all security control systems installed by ACI. The scheduled service dates shall be determined at the beginning of the Agreement.

An unscheduled visit may be arranged at any time deemed necessary by the client. However, one (1) unscheduled visit will remove one (1) scheduled visits from your scheduled visit balance. An Accurate Controls' Service Technician will be sent to the site to service or replace the "critical" item only. No routine service work will be performed during the emergency visit.

During the term of this contract, total equipment replacement costs covered by ACI shall not exceed 40% of the Agreement amount.

	Typical Cost	Contract
11 MONTH FEE (for 11-month Agreement):	\$ 73,410.27	\$ 61,762.37

Agreement includes fifteen (15) hours of programming time per plan year without additional cost. If programming time exceeds fifteen (15) hours per year, additional time required will be billed at the (Schedule A) rate. Any additional visits made by an Accurate Controls' Service Technician will be provided and billed by hour, travel and per diem as referenced in (Schedule A). In addition, ACI will service door control hardware installed by others on a time and material basis only. See Attached Time and Material (Schedule A).

SECTION 2 – Term of Agreement

Option #1: Client agrees to hire ACI to perform the services and work as stated in Section 1 of this contract for a period of eleven (11) months from the effective start date of the Agreement.

A Service Agreement may be renewed between Client and ACI thirty (30) days prior to the expiration of subject Agreement. Terms and Conditions of extended Agreement are subject to change and will be presented to the Client in a new Service Agreement offered by ACI at that time. ACI shall also allow annual extensions of an existing Service Agreement via the use of a signed purchase order from the facility. Terms and conditions of the existing Service Agreement will be binding unless agreed changes are specifically outlined on the signed purchase order.

SECTION 3 – Payment Terms

3.1. ACI's payment terms shall be as follows:

- a. All payments to ACI shall be made within a 30-day period from date of invoice. If payment is not made within 45 days from date of invoice, ACI will assess a 1% late fee penalty to the outstanding balance.
- b. Agreement billing shall be as follows:
 1. 11 Month Plan: Shall be billed in full at initiation of contract or 11 equal payments. Select Plan.
One Invoice, payment in full
Monthly Invoices

Any additional equipment costs over ACI's maximum coverage levels, any emergency visits and door hardware service work will be invoiced at the time of the service call.

3.2. Late fees may be subject to increase.

3.3. ACI is entitled to actual attorney's fees, court costs, and all other additional expenses of collection if ACI has to incur the same to pursue collection for any breach of this contract by Client.

SECTION 4 – Services

4.1. In case of emergency, ACI will promptly respond to the Client's call for services and an emergency call-out telephone contact number will be provided and manned 24 hours a day throughout the Agreement. On-site services shall be provided within 24 hours as deemed required by ACI.

4.2. Except in emergency, services will normally be carried out between the hours of 7:30 am to 4:30 pm on weekdays.

4.3. Major services will be undertaken during hours as agreed in advance between the Client and ACI.

4.4. Routine service visits shall be scheduled between Client and ACI Scheduling Supervisor and are subject to change based on ACI technician availability.

SECTION 5 – Standard of Services

5.1. All services to be undertaken by ACI shall be executed by competent and properly trained personnel of ACI to the highest standards and to the reasonable satisfaction of the Client. All services, materials, and components shall conform to relevant manufacturers' and equipment suppliers' specifications, and all materials and spare parts shall be obtained from the original equipment manufacturers or from suppliers approved by them.

5.2. Accurate Controls, Inc. will not replace or warrant hardware, which is damaged due to negligence, fire, natural disasters or vandalism. ACI assumes no responsibility for any current, or extended, manufacturer's warranties on products, which existed in the Client's facility when this Agreement was entered in to.

5.3. ACI's normal working hours are 7:30 am to 4:30 pm Central Time with ½ hour lunch break, Monday through Friday. Any service times other than these hours will be considered premium and will invoice at 1.5 times the maintenance agreement rate listed on Schedule A, with the exception of Sundays or National Holidays, which will be invoiced at 2 times the service agreement rate.

5.4. The Client acknowledges that no security system can guarantee prevention of loss, and that human error on the part of ACI or the Client is possible. The security system will not work properly if equipment is tampered with, and, or otherwise damaged.

SECTION 6 – Unacceptable Services or Contractor's Personnel

6.1. Any services which are not performed in accordance with the requirements of the Agreement shall, upon request by Client, promptly be corrected free of charge.

6.2. Any personnel of ACI who are, in the Client's reasonable opinion, incompetent or in any other way unacceptable shall promptly be replaced by acceptable personnel at no cost to the Client.

SECTION 7 – Reports

7.1. ACI shall submit regular reports to the Client detailing services carried out, repairs and adjustments made, condition of equipment, and other information which the Client may from time to time reasonably require.

SECTION 8 – Spare Parts

- 8.1. Spare parts inventory is limited. ACI does not stock all project specific parts. Upon notification from Client of a product service issue, ACI will contact its manufacturers, suppliers, and distributors to determine supply availability. If parts are available, ACI shall order parts for next day delivery. If parts are not available through standard supply chain processes ACI will notify Client of availability dates. ACI shall not be responsible for manufacturer supply chain availability issues.
- 8.2. Any parts required to be replaced during scheduled service calls by ACI, shall be called in to ACI by Client no later than seven (7) business days prior to the scheduled service call.

SECTION 9 – Liability of the Contractor

- 9.1. ACI shall be liable for and indemnify the Client against all compensation and/or damages payable for injury or damage to third parties, or to any property, which may arise out of or in consequence of the Agreement. The indemnity shall extend to all costs, charges, and expenses which may be incurred in relation to any claim for compensation or damages.
- 9.2. ACI shall at its own expense arrange and maintain insurance to cover its liability under this Agreement.

SECTION 10 – Independent Contractor

10.1. ACI shall, in the performance of all obligations under this Agreement, act in the capacity of an independent Contractor and not as agent for the Client.

SECTION 11 – Termination

- 11.1. This Agreement may be terminated at any time by the Client giving not less than three months written notice to ACI, to expire on the last day of the month after a three-month period.
- 11.2. This Agreement may, notwithstanding any other provisions, be terminated by the Client forthwith at any time in the event of ACI's default, breach of contract, bankruptcy, receivership, or liquidation.
- 11.3. This Agreement may also be terminated by ACI at any time in the event of the Client being more than 60 days overdue with payment or in the event of the Client's bankruptcy, receivership, or liquidation.
- 11.4. Upon such termination, ACI shall be entitled to receive payment for all outstanding service fees and other compensation due through the date of termination. Any service fees prepaid by Client shall be refunded to client on a prorated basis in the event of termination.

SECTION 12 – Force Majeure

12.1. In the event that any obligation contained herein is not fulfilled within the time period required hereby, and such failure is beyond ACI's reasonable control, including but not limited to compliance with any regulations, order or instruction of any federal, state or municipal government or any department or agency thereof, acts or omissions of any other party hereto, acts of civil or military authority, war, terrorism, riots, embargoes, strikes, fires, epidemics, accidents, natural disasters and the ability (due to causes beyond ACI's reasonable control) to obtain necessary labor or materials due to supply chain issues (all of the foregoing, without limitation, being herein referred to as force majeure), ACI shall give Client prompt notice of the occurrence of any such force majeure delay or expected delay, specifying the cause thereof and the expected duration. In the event of any such delay, the date required for fulfillment of such obligation shall be automatically extended for a period equal to the time lost by reason of delay. In no event, however, shall this provision apply to an obligation requiring solely the payment of money.



ACCURATECONTROLS, INC.

SECTION 13 – Assignment & Subletting

- 13.1. ACI shall not assign or sublet this Agreement or any part of it to any third party without the prior written consent of the Client.
 - a. The terms of this Agreement extend to the Client’s successors, assignees, and legal representatives.
 - b. It is understood and agreed between the parties hereto that time is of the essence to this Agreement, and this applies to all terms and conditions contained herein.
 - c. This Agreement has been executed and delivered in the State of Georgia and shall be governed and constructed in accordance with the laws of the State of Georgia.
 - d. The undersigned client has read completely the terms of this Agreement, understands, and agrees to follow terms and obligations as specified herein.

SECTION 14 – Owner Provided Parts

- 14.1. Owner will be required to coordinate with Accurate Controls prior to owner purchasing parts from another entity to verify compatibility with the existing security controls systems hardware, and software.
- 14.2. Accurate Controls will provide limited support to owner provided replacement devices and restore original configurations if devices meet the following requirements:
 - a. Devices meet Accurate Controls supplied systems minimum standards
 - b. Devices are compatible with existing manufactured systems
- 14.3. Accurate Controls will not provide support to Integrate, repair, or replace devices that do not meet the minimum requirements, are not manufacture supported devices, and are used in a manner not compatible with original design.

Client

ACI

Signed by: _____

Signed by: _____

Printed name and title: _____

Printed name and title: _____

For and on behalf of: _____

For and on behalf of: _____

SCHEDULE A

Fees and Expenses for Time and Material

1. Online technical assistance:
 - a. \$229.00 per hour billed in 30-minute increments without an Agreement
 - b. \$150.00 per hour billed in 30-minute increments with an Agreement
2. Telephone technical assistance:
 - a. \$229.00 per hour billed in 30-minute increments without an Agreement
 - b. \$150.00 per hour billed in 30-minute increments with an Agreement
3. Programming assistance:
 - a. \$229.00 per hour billed in 30-minute increments without an Agreement
 - b. \$150.00 per hour billed in 30-minute increments with an Agreement
4. After hours telephone technical assistance (from 4:30 pm to 7:30 am)
 - a. \$260.00 per hour billed in 30-minute increments without an Agreement
 - b. \$120.00 per hour billed in 30-minute increments with an Agreement
5. On-site Services:
 - a. \$174.00 per hour per person, including travel time to and from facility without an Agreement
 - b. \$120.00 per hour per person, including travel time to and from facility with an Agreement
6. Additional Training:
 - a. \$178.00 per hour per person, including travel time to and from facility without an Agreement
 - b. \$142.00 per hour per person, including travel time to and from facility with an Agreement
7. Travel per diem expense:
 - a. \$ 4,019.00 per required round trip to Monroe, GA without an Agreement
 - b. \$ 3,419.00 per required round trip to Monroe, GA with an Agreement
8. Per Diem expense: \$246.00 per required overnight stay per person

SCHEDULE B

Inclusions: For the purpose of this agreement, the below listed items would be available for repair or replacement in case of failure for the Gold or Silver plan.

1. HMI Interface – control computers and monitors
2. Controls Systems – Schneider Electric PLC components, power supplies, relays, terminal blocks, and fuses
3. Intercom Systems – Headend components, intercoms, paging speakers, and intercom master stations
4. CCTV Systems – Headend components that include switching gear and recording servers, workstations, monitors, and cameras
5. Card Access systems – Control boards, database server, enrollment station, card readers, and scramble keypads

SCHEDULE C

Exclusions: For the purpose of this agreement, the below listed Items would be excluded from coverage.

1. Any components with a raceway such as conduit and back boxes
2. Any new or existing wire
3. Any equipment not originally purchased or supplied by Accurate Controls. Refer to section 14 for exceptions.
4. Systems provide by others.
5. Software upgrades and license
6. Harding Intercom Systems – Headend components, intercoms, paging speakers, and Intercom master stations

Walton County Department Agenda Request

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

Department Head/Representative: **Kim McCord**

Meeting Date Request: **07/07/2026**

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

If so, When? **June 2025 (Armored Vehicle) and April 2026 (two Ford Mustangs)**

TOPIC: **Requesting to Donate a 2026 F150 vehicle and a 2026 F250 vehicle as Capital Assets**

Wording For Agenda: **DBB Donation of 2026 Ford F150 and 2026 Ford F250 vehicles**

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

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

Department Comments/Recommendation: **Deputies Beyond the Badge non-profit purchased a 2026 Ford F150 vehicle and a 2026 Ford F250 vehicle and is requesting the vehicles to be donated to the Walton County Board of Commissioners**

Additional Documentation Attached? **Letter from Deputies Beyond the Badge and Loganville Ford Purchase Agreements**

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:

Purchasing Department Comments:

County Attorney Comments:

Chairman's Comments:



Deputies Beyond the Badge
350 Georgia Ave, Monroe GA 30655

June 15, 2026

To: Walton County Board of Commissioners
303 South Hammond Drive, Suite 330
Monroe, GA 30655

Dear Board of Commissioners,

Deputies Beyond the badge is pleased to continue its mission of supporting the Walton County Sheriff's Office. Please accept the donation of a 2026 Ford F-250 VIN 1FT7W2BT4TEE01137 and a 2026 Ford F-150 VIN 1FTEW2LP8TKD56763 for sole use of the Walton County Sheriff's Office.

Regards,

Handwritten signature of Ashley Knight in blue ink. The signature is cursive and reads "Ashley Knight".

Ashley Knight

President

LOGANVILLE FORD

3460 ATLANTA HWY
LOGANVILLE GA 30052
770-554-9994

RETAIL PURCHASE AGREEMENT

Dealership License #: N/A

Cust#: XHA85526

Deal #: 76756

Purchaser's Name(s): WALTON COUNTY BD OF COMMISSIONERS

Date: 06/04/2026

Address: 303 S HAMMOND DR STE 330 MONROE GA 30655-2904

County: WALTON

Telephone (1): 770-267-6557

Telephone (2): _____

DOB: _____

E-mail: kim.mccord@co.walton.ga.us

D.L./State I.D.#: _____

Issuing State: _____

Exp. Date: _____

The above information has been requested so that we may verify your identity. By signing below, you represent that you are at least 18 years of age and have authority to enter into this Agreement. The Odometer Reading for the Vehicle you are purchasing is accurate unless indicated otherwise. Please refer to the Federal Mileage Statement for full disclosure.

YEAR 2026	MAKE FORD	MODEL F-150	COLOR BLACK	STOCK NO. TKD56763	
VIN/SERIAL NO. 1FTEW2LP8TKD56763		ODOMETER READING <input type="checkbox"/> Not Accurate 91		SALESPERSON DAVID A GUNTER	
THE VEHICLE IS: <input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED		PRIOR USE DISCLOSURE: <input type="checkbox"/> DEMONSTRATOR <input type="checkbox"/> FACTORY OFFICIAL <input type="checkbox"/> RENTAL <input type="checkbox"/> OTHER			
WARRANTY STATEMENT			CASH PRICE OF VEHICLE		
<p>We are selling this Vehicle to you AS-IS and we expressly disclaim all warranties, express and implied, including any implied warranties of merchantability and fitness for a particular purpose, unless the box beside the "Used Vehicle Limited Warranty Applies" is marked below, or we enter into a service contract with you at the time of, or within 90 days of, the date of this transaction. Any warranties by a manufacturer or supplier other than our Dealership are theirs, not ours, and only such manufacturer or supplier shall be liable for performance under such warranties. We neither assume nor authorize any other person to assume for us any liability in connection with the sale of the Vehicle and the related goods and services.</p> <p>CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY) The information you see on the window form for this Vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.</p> <p><input type="checkbox"/> We are providing a Used Vehicle Limited Warranty in connection with this transaction. Any implied warranties apply for the duration of the Limited Warranty.</p>			47550.00		
			AFTER MARKET PRODUCTS		1399.00
			TINT		650.00
			WEATHER TECHS		249.00
			N/A		N/A
			N/A		N/A
			N/A		N/A
			N/A		N/A
			N/A		N/A
			N/A		N/A
TRADE-IN VEHICLE INFORMATION			TOTAL SELLING PRICE		
Year:	Make:	Model:	Color:		
N/A	N/A	N/A	N/A	N/A	
VIN/Serial No.:	Odometer Reading:				
N/A	<input type="checkbox"/> Not Accurate		N/A		
Trade-In Allowance:	Balance Owed & Lienholder:				
N/A	N/A		N/A	N/A	
OTHER MATERIAL UNDERSTANDINGS AND INTEGRATED DOCUMENTS			TOTAL DUE		
<input type="checkbox"/> IF BOX IS MARKED, PLEASE SEE THE DELIVERY CONFIRMATION			N/A		
<input type="checkbox"/> IF BOX IS MARKED, PLEASE SEE THE CONDITIONAL (SPOT) DELIVERY AGREEMENT			N/A		
<p>*The Deposit/Down Payment received from you is not refundable, except as set forth in this Retail Purchase Agreement. In the case of a Deposit, we will hold the Vehicle for <u>N/A</u> days.</p> <p><input checked="" type="checkbox"/> If this box is marked, the Vehicle you are purchasing must pass an Emissions Inspection. Please see the attached Certificate of Emission Inspection or Waiver.</p>			LESS DEPOSIT/DOWN PAYMENT*		
			N/A		
			LESS REBATE		
			N/A		
			LESS CASH DUE AT DELIVERY		
			N/A		
			AMOUNT TO BE FINANCED (See Paragraphs 11 and 14)		
			49748.00		

This agreement and any documents which are part of this transaction or incorporated herein comprise the entire agreement affecting this Retail Purchase Agreement and no other agreement or understanding of any nature concerning the same has been made or entered into or will be recognized. I have read and accept all of the terms and conditions of this Agreement, and agree to them as if they were printed above my signature. I further acknowledge receipt of a copy of this Agreement. This Agreement shall not become binding until signed and accepted by an Authorized Dealership Representative.


Purchaser

Accepted by Authorized Dealership Representative

Purchaser
DealerCAR

53187*1*LOG-FI
CATALOG #8963182

06/04/2026 10:2
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LOGANVILLE FORD

3460 ATLANTA HWY
LOGANVILLE GA 30052
770-554-9994

RETAIL PURCHASE AGREEMENT

Dealership License #: N/A

Cust#: XHA86526

Deal #: 76275

Purchaser's Name(s): WALTON COUNTY BD OF COMMISSIONERS

Date: 06/04/2026

Address: 303 S HAMMOND DR STE 330 MONROE GA 30655-29D4

County: WALTON

Telephone (1): 770-267-6557

Telephone (2): _____

DOB: _____

E-mail: kim.mccord@co.walton.ga.us

D.L./State I.D.#: _____

Issuing State: _____

Exp. Date: _____

The above information has been requested so that we may verify your identity. By signing below, you represent that you are at least 18 years of age and have authority to enter into this Agreement. The Odometer Reading for the Vehicle you are purchasing is accurate unless indicated otherwise. Please refer to the Federal Mileage Statement for full disclosure.

YEAR 2026	MAKE FORD	MODEL F-250	COLOR BLACK	STOCK NO. TEE01137	
VIN/SERIAL NO. 1FT7W2BT4TEE01137		ODOMETER READING <input type="checkbox"/> Not Accurate 50		SALESPERSON DAVID A GUNTER	
THE VEHICLE IS: <input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED		PRIOR USE DISCLOSURE: <input type="checkbox"/> DEMONSTRATOR <input type="checkbox"/> FACTORY OFFICIAL <input type="checkbox"/> RENTAL <input type="checkbox"/> OTHER			
WARRANTY STATEMENT			CASH PRICE OF VEHICLE		
<p>We are selling this Vehicle to you AS-IS and we expressly disclaim all warranties, express and implied, including any implied warranties of merchantability and fitness for a particular purpose, unless the box beside the "Used Vehicle Limited Warranty Applies" is marked below, or we enter into a service contract with you at the time of, or within 90 days of, the date of this transaction. Any warranties by a manufacturer or supplier other than our Dealership are theirs, not ours, and only such manufacturer or supplier shall be liable for performance under such warranties. We neither assume nor authorize any other person to assume for us any liability in connection with the sale of the Vehicle and the related goods and services.</p> <p>CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY) The information you see on the window form for this Vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.</p> <p><input type="checkbox"/> We are providing a Used Vehicle Limited Warranty in connection with this transaction. Any implied warranties apply for the duration of the Limited Warranty.</p>			66802.58		
			AFTER MARKET PRODUCTS		1345.00
			ADRIAN STEEL SHELL WRAPPED		7250.00
			EXTENDED		3725.43
			N/A		N/A
			N/A		N/A
			N/A		N/A
			N/A		N/A
			N/A		N/A
			N/A		N/A
TRADE-IN VEHICLE INFORMATION			TOTAL SELLING PRICE		
Year:	Make:	Model:	Color:		
N/A	N/A	N/A	N/A	N/A	
VIN/Serial No.:	Odometer Reading:				
N/A	<input type="checkbox"/> Not Accurate		N/A		
Trade-In Allowance:	Balance Owed & Lienholder:				
N/A	N/A		N/A	N/A	
OTHER MATERIAL UNDERSTANDINGS AND INTEGRATED DOCUMENTS			TOTAL DUE		
<input type="checkbox"/> IF BOX IS MARKED, PLEASE SEE THE DELIVERY CONFIRMATION			N/A		
<input type="checkbox"/> IF BOX IS MARKED, PLEASE SEE THE CONDITIONAL (SPOT) DELIVERY AGREEMENT			N/A		
			LESS DEPOSIT/DOWN PAYMENT*		
			N/A		
			LESS REBATE		
			N/A		
			LESS CASH DUE AT DELIVERY		
			N/A		
			AMOUNT TO BE FINANCED		
			(See Paragraphs 11 and 14)		
			79123.01		

This agreement and any documents which are part of this transaction or incorporated herein comprise the entire agreement affecting this Retail Purchase Agreement and no other agreement or understanding of any nature concerning the same has been made or entered into or will be recognized. I have read and accept all of the terms and conditions of this Agreement, and agree to them as if they were printed above my signature. I further acknowledge receipt of a copy of this Agreement. This Agreement shall not become binding until signed and accepted by an Authorized Dealership Representative.


Purchaser

Accepted by Authorized Dealership Representative

Purchaser N/A

Dealer CAP

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CATALOG #8963182

06/04/2026 10:2
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Walton County Department Agenda Request

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

Department Head/Representative: **Kim McCord**

Meeting Date Request: **07/07/2026**

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

If so, When?

TOPIC: **Budget Amendment to Reallocate for Position Control and Grade Changes**

Wording For Agenda: **WCSO Position Control Changes and Reclassifications**

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? **Memo to County Manager and supporting documents**

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:

Purchasing Department Comments:

County Attorney Comments:

Chairman's Comments:



SHERIFF KEITH BROOKS
WALTON COUNTY SHERIFF'S OFFICE
350 Georgia Avenue, Monroe, Georgia 30655
Office (770) 267-6557



To: John Ward, County Manager
From: Sheriff Keith Brooks
Re: Budget Amendment to make Position Changes, Reclassifications and Grade Changes
Date: June 23, 2026

Please see the attached documentation to support the following changes to create new positions by reallocating and reclassifying the following funds effective with the FY27 budget:

- Reallocate: x2 TEMP Records Techs in Admin - 3310 \$ 55,377.75
- Reallocate: x2 Communications Officers at E911 - 3800 \$152,360.98

- Reclassify: x1 Lieutenant in Uniform Patrol - 3322 \$114,599.51
- Reclassify: x1 Major in Court Services – 3340 \$159,289.59

- \$481,627.83**

- Fund: x2 Senior Deputy Sheriffs in Uniform Patrol - 3322 \$182,610.60
- Fund: x1 Captain in Youth Inv. - 3324 \$132,578.82
- Fund: x1 Lieutenant Colonel in Admin - 3310 \$162,319.79

- \$477,509.21**

Grade Changes:

- Lt. Colonel: Grade 24 (New)
- Colonel: Grade 25 (was Grade 24)
- Chief Deputy: Grade 26 (was Grade 25)

Sheriff Keith Brooks

Loaded Labor Rate - 2184 Annual Working Hours

REALLOCATE

Department Name and Department: 3310 WCSO Admin

Job Title: TEMP Records Technician

Pay Grade: N/A , Step: N/A

Description	Cost
Salary - (CS) \$20.19 hourly (TERT-6)	\$26,247.00
FICA	1,627.31
MEDICARE (1.45% of Salary)	380.58
Work Comp (.27% of Salary)	70.87
Unemployment Insurance (.17% of Salary)	44.62
Total	\$28,370.38

**** The above calculations are estimates only and may not represent actual final totals.**

Loaded Labor Rate - 2184 Annual Working Hours

REALLOCATE

Department Name and Department: 3310 WCSO Admin

Job Title: TEMP Records Technician

Pay Grade: N/A , Step: N/A

Description	Cost
Salary - (NI) \$19.22 hourly	\$24,986.00
FICA	1,549.13
MEDICARE (1.45% of Salary)	362.30
Work Comp (.27% of Salary)	67.46
Unemployment Insurance (.17% of Salary)	42.48
Total	\$27,007.37

**** The above calculations are estimates only and may not represent actual final totals.**

Loaded Labor Rate - 2184 Annual Working Hours

REALLOCATE x2 FY27 new positions

Department Name and Department: 3800 - E911

Job Title: Communications Officer

Pay Grade: 12 , Step: 3

Description	Cost
Salary	\$46,360.14
FICA	2,874.33
MEDICARE (1.45% of Salary)	672.22
Work Comp (.27% of Salary)	125.17
Unemployment Insurance (.17% of Salary)	78.81
Insurance (Family)	22,361.00
NEW 401-A Retirement (5% of Salary)	2,318.01
NEW 401-A Retirement (3% Additional Match)	1,390.80
Total	\$76,180.49

X2=

\$152,360.98

**** The above calculations are estimates only and may not represent actual final totals.**

Loaded Labor Rate - 2184 Annual Working Hours

RECLASSIFY

Department Name and Department: 3322 - WCSO Uniform Patrol

Job Title: Lieutenant (3312-16)

Pay Grade: 21 , Step: 3 (M.Hill)

Description	Cost
Salary	\$75,966.49
FICA	4,709.92
MEDICARE (1.45% of Salary)	1,101.51
Work Comp (3.60% of Salary)	2,734.79
Unemployment Insurance (.17% of Salary)	129.14
Insurance (Family)	22,361.00
2004 DBP Retirement (5% of Salary)	3,798.32
401-A Retirement (2% of Salary)	1,519.33
401-A Retirement (2-3% Additional Match)	2,278.99
Total	\$114,599.51

**** The above calculations are estimates only and may not represent actual final totals.**

Loaded Labor Rate - 2184 Annual Working Hours

RECLASSIFY

Department Name and Department: 3340 - WCSO Court Services

Job Title: Major

Pay Grade: 23 , Step: 11

Description	Cost
Salary	\$112,772.68
FICA	6,991.91
MEDICARE (1.45% of Salary)	1,635.20
Work Comp (3.60% of Salary)	4,059.82
Unemployment Insurance (.17% of Salary)	191.71
Insurance (Family)	22,361.00
2004 DBP Retirement (5% of Salary)	5,638.63
401-A Retirement (2% of Salary)	2,255.45
401-A Retirement (2-3% Additional Match)	3,383.18
Total	\$159,289.59

**** The above calculations are estimates only and may not represent actual final totals.**

Loaded Labor Rate - 2184 Annual Working Hours

FUND

Department Name and Department: 3322 - WCSO Uniform Patrol

Job Title: Senior Deputy Sheriff

Pay Grade: 17 , Step: 2

Description	Cost
Salary	\$57,897.46
FICA	3,589.64
MEDICARE (1.45% of Salary)	839.51
Work Comp (3.26% of Salary)	1,887.46
Unemployment Insurance (.17% of Salary)	98.43
Insurance (Family)	22,361.00
NEW 401-A Retirement (5% of Salary)	2,894.87
NEW 401-A Retirement (3% Additional Match)	1,736.92
Total	\$91,305.30

**X2=
\$182,610.60**

**** The above calculations are estimates only and may not represent actual final totals.**

Loaded Labor Rate - 2184 Annual Working Hours

FUND

Department Name and Department: 3324 - WCSO Youth Inv.

Job Title: Captain

Pay Grade: 22 , Step: 7

Description	Cost
Salary	\$92,557.79
FICA	5,738.58
MEDICARE (1.45% of Salary)	1,342.09
Work Comp (3.26% of Salary)	3,017.38
Unemployment Insurance (.17% of Salary)	157.35
Insurance (Family)	22,361.00
NEW 401-A Retirement (5% of Salary)	4,627.89
NEW 401-A Retirement (3% Additional Match)	2,776.73
Total	\$132,578.82

**** The above calculations are estimates only and may not represent actual final totals.**

Loaded Labor Rate - 2184 Annual Working Hours

FUND

Department Name and Department: 3310 - WCSO Admin

Job Title: Lieutenant Colonel

Pay Grade: 24 , Step: 8

Description	Cost
Salary	\$115,592.00
FICA	7,166.70
MEDICARE (1.45% of Salary)	1,676.08
Work Comp (3.26% of Salary)	3,768.30
Unemployment Insurance (.17% of Salary)	196.51
Insurance (Family)	22,361.00
2004 DBP Retirement (5% of Salary)	5,779.60
401-A Retirement (2% of Salary)	2,311.84
401-A Retirement (2-3% Additional Match)	3,467.76
Total	\$162,319.79

**** The above calculations are estimates only and may not represent actual final totals.**

Walton County Department Agenda Request

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

Department Head/Representative: **Kim McCord**

Meeting Date Request: **07/07/2026**

Has this topic been discussed at past meetings? **Yes for other WC departments**

If so, When?

TOPIC: **Synovus - Terminals to accept credit and debit cards**

Wording For Agenda: **Application for Terminals with Synovus (Ovation) to Accept credit and debit cards**

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

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

Department Comments/Recommendation: **Terminals to be able to accept credit and debit cards**

Additional Documentation Attached? **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: **06/16/2026**

Has the County Attorney review been completed? **No-6/25/26 suggested revisions back to Synovus**

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:

APPLICATION FOR MERCHANT CARD PROCESSING

STW Short Name: SYNOVUS Assoc #: 124501
 Sales Rep Name: Dante Bryant Sales Rep Code: SYNO- Branch # (if applicable) _____

For purposes of this application, "Processor" or "Global Payments" is TSYS Merchant Solutions, LLC dba Global Payments, with an address of One Heartland Way, Jeffersonville, IN 47130 and can be contacted at (800) 654-9256. Additional information can be found on the Global Payments-affiliated website, www.TSYS.com. "Merchant Bank" or "Member Bank" is Pinnacle Bank, a Tennessee bank, dba Synovus Bank, located at 33 W 14th Street, Columbus, GA 31901, (706) 649-4900. Processor is a registered ISO/MSP of Synovus Bank.

1. BUSINESS INFORMATION

Legal Business Name (25 characters max) WALTON COUNTY SHERIFFS DE			DBA Business Name (23 characters max) WALTON COUNTY SHERIFFS		
Legal Address 50 GEORGIA AVE			DBA Address (Physical location, no PO Boxes) 50 GEORGIA AVE		
City MONROE	State GA	ZIP 30655	City MONROE	State GA	ZIP 30655
Legal Phone Number (770) 267-1457		Legal FAX Number		DBA Phone Number (770) 267-1457	
Email address for Notices: <u>kim.mccord@co.walton.ga.us</u> (See "Notices" in the Merchant Card Processing Agreement included with this application for additional information relating to email address usage.)					
Customer Service Phone Number: <u>(770) 267-1457</u>			Length Owned? <u>30</u> Years _____ Months		
Website address: <u>www.waltonsheriff.com/</u>					
Preferred Address for:					
Statements? <input checked="" type="checkbox"/> Legal Address <input type="checkbox"/> DBA Address <input type="checkbox"/> Electronic					
Chargebacks? <input checked="" type="checkbox"/> Legal Address <input type="checkbox"/> DBA Address <input type="checkbox"/> FAX					
<input checked="" type="checkbox"/> Email Address (TransLink) <u>kim.mccord@co.walton.ga.us</u>					
Contact Name: <u>KIMBERLY MCCORD</u> Title: <u>Financial Officer</u> Phone: <u>(770) 267-1457</u>					
Any prior bankruptcies? Business: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, filing date? _____ Personal: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, filing date? _____					
Business type: <input checked="" type="checkbox"/> Retail <input type="checkbox"/> Retail with tips <input type="checkbox"/> Restaurant <input type="checkbox"/> MOTO _____% <input type="checkbox"/> Internet _____% <input type="checkbox"/> Lodging <input type="checkbox"/> Supermarket <input type="checkbox"/> Utility <input type="checkbox"/> Pharmacy <input type="checkbox"/> Business to Business _____%					
Detail business description (include Description of Products or Services Sold). Provide separate pages if needed: <u>Records,court documents</u>				MCC / SIC <u>9399</u>	

2. W-9 INFORMATION

Taxpayer Identification Number: (Must be 9 digits) <u>58-6000902</u>		Business Name: (as shown on your income tax return up to 40 characters) WALTON COUNTY SHERIFFS DEPT	
<input checked="" type="checkbox"/> EIN <input type="checkbox"/> Social Security Number <input type="checkbox"/> ITIN		To consent to paperless delivery of IRS notices, please review and check the box below: <input checked="" type="checkbox"/> By checking this box, you acknowledge that you have read and agree to Consent to Paperless Delivery of Tax Related Documents located at WWW.TSYS.COM/DOCUMENTS and included with this application and that you consent to receiving IRS notices via paperless delivery.	
Address for IRS/Compliance notices: (if different than Legal Address given above) 350 GEORGIA AVE			
City <u>MONROE</u> State <u>GA</u> Zip <u>30655</u>		For purposes of paperless delivery of IRS Notices, you are required to provide a valid email address. If different from the email address already provided above, please indicate the email address where you wish to receive paperless delivery of your IRS Notices. If you consent to receive IRS/Compliance notices by paperless delivery, to have IRS/Compliance notices sent electronically, please indicate the email address where such notices should be sent. (Email address required) <u>kim.mccord@co.walton.ga.us</u>	

Type of Ownership: Sole Proprietorship Political Organization LLC Partnership Ltd Liability Partnership Public Corporation Private Corporation Non Profit Corporation Financial Institution

Exempt Payee: Yes No 501(c)(3) Tax-exempt: Yes No Government Entity Trust Professional Association

3. BENEFICIAL OWNER AND OFFICER INFORMATION

A. The following information for each individual, if any, who, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, owns 25% or more of the equity interests of the legal entity or sole proprietorship for which the account is being opened.

Name of Owner	U.S. Citizen: Social Security Number Non-U.S. Person: Social Security Number, Passport Number and Country of Issuance, or other similar identification number ¹	Date of Birth	Percent Owned (%)	Residential Address, City, State, Zip	Residential Phone Number
	<input type="checkbox"/> U.S. Citizen <input type="checkbox"/> Non-U.S. Person				

B. The following information for one individual with significant responsibility for managing the legal entity listed above, such as: An executive officer or senior manager (e.g. Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, Treasurer); or any other individual who regularly performs similar functions. (If appropriate, an individual listed under section A above may also be listed in this section B.)

Name of Officer/Manager and Title	U.S. Citizen: Social Security Number Non-U.S. Person: Social Security Number, Passport Number and Country of Issuance, or other similar identification number ¹	Date of Birth	Percent Owned (%)	Residential Address, City, State, Zip	Residential Phone Number
Kimberly Mccord - Financial Officer	259-55-2813 <input checked="" type="checkbox"/> U.S. Citizen <input type="checkbox"/> Non-U.S. Person	11/3/1969	51 %	3680 HESTERTOWN RD , MADISON, GA 30650	(770) 267-1357

¹ In lieu of a passport number, Non-U.S. persons may also provide a Social Security Number, an alien identification card number, or number and country of issuance of any other government-issued document evidencing nationality or residence and bearing a photograph or similar safeguard. Privacy Policy can be found at www.tsys.com.

Name and Title of person Opening Account who by signing section 12 of this application is certifying (i) that, to the best of his/her knowledge, the information provided in this section 3 is complete and correct, and (ii) that the information provided in sections 1 and 2 about the legal entity for which the account is being opened is complete and correct	Name: <u>Kimberly Mccord</u>
	Title: <u>Financial Officer</u>

4. SITE SURVEY / PATRIOT ACT

Site Survey: <input type="checkbox"/> On Site Visit Done by Sales Representative <input type="checkbox"/> Sales Partner Validated <input checked="" type="checkbox"/> No Site Survey Performed	Merchant's physical inventory consistent with the business signage: <input type="checkbox"/> Yes <input type="checkbox"/> No Site Consistent with application: <input type="checkbox"/> Yes <input type="checkbox"/> No
--	--

Item 8.2.

Signature of Sales Representative*: _____ Printed Name: Dante Bryant Date: 6/15/2026
 * By signing above you hereby acknowledge that the information listed herein is true and accurate and was personally observed on the indicated document, as applicable.

PATRIOT ACT REQUIREMENTS - To help the government fight the funding of terrorism and money laundering activities, the USA Patriot Act requires all financial institutions to obtain, verify and record information that identifies each person (including business entities) who opens an account. What this means for you: When you open an account, we will ask for your name, physical address, date of birth, taxpayer identification number and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents. Complete Section I and II for all business types except if a Government Entity where only Section I is required. Completion of Site Survey section by Sales Representative is required.

Section I: Government Form of Identification	Items Reviewed	Section II: Business Form of Identification	Items Reviewed
<input type="checkbox"/> Government Entity Articles of Incorporation <input type="checkbox"/> Government Entity Tax Determination Letter <input type="checkbox"/> Government Entity Third Party Verification	Third Party Verification Description _____ _____ _____ _____	<input type="checkbox"/> Government Issued Business License <input type="checkbox"/> Tax Return <input checked="" type="checkbox"/> Entity Articles <input type="checkbox"/> Business Financial Statement	Business Name _____ Date and Place of Issuance: 9/10/1964 / Georgia IS/IRS Employer ID: _____ Expiration Date: _____

5. CARD PROCESSING INFORMATION

Have you ever accepted credit cards before? Yes No If yes, what is the Processor's name? _____
 Please provide the most recent 3 months of credit card processing statements.

Number of locations? 1 If you are affiliated with an existing account, please provide existing Merchant ID#: _____

Please check this box if you are applying for processing services for additional merchant locations. If the additional locations are under common ownership, federal tax identification number, same authorized signatory, please submit the Additional Merchant Addendum as Exhibit A with this Application. Please note that all additional locations, along with the Primary location, will be subject to and governed by the terms and conditions of this Application and the Merchant Card Processing Agreement referenced in and included with this Application. If the additional locations are not under common ownership or have varying tax identification numbers and authorized signatories, you will be required to submit a separate Application for Merchant Card Processing per location.

Do you bill your customers prior to goods being shipped? Yes No
 If Yes, how many days? 0-2 days 3-30 days 31-60 days 61-90 days Over 90 days

What is your Return and Refund Policy? (Please be specific)

How do you advertise? (check all that apply) Yellow pages Telemarketing Catalog Word of mouth Publications Mass/Direct mail Internet
 Other, please explain:

Please supply copies of advertising, including catalogs and brochures.
 Where applicable, provide video (TV), audio tapes (Radio or IVR), and Web-page screen prints. List the URL (www.X.com, .net.org, etc.) on each page.

Card Types Requested? Select all that apply. All Credit Cards All Credit and PIN Based Debit Cards PIN Based Debit Cards Only **

*Merchant has the right not to accept all card types. **Point Of Sale programming cannot prohibit the acceptance of credit cards; therefore, it is the merchant's responsibility to enforce this. Processor, and not Member Bank, will settle American Express, PayPal™ In-Store, Discover, and JCB transactions.

Credit Card Processing Methods	Do you use a third party fulfillment house? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, provide name and address.	Average Credit/Debit Transaction (Ticket) Amount:	Total Credit/Debit Monthly Sales:
Card Swiped Transactions _____ %		\$50.00	\$7,000.00
Manually Keyed (Card Present) _____ %			
Manually Keyed (Card Not Present and/or Mail Order/Telephone Order) _____ %			
eCommerce (Card Not Present) _____ %			
Total (must equal 100%) 100 %			
Business to Business (must be 0 - 100%) 20 %			

Does annual American Express volume exceed \$3,000,000? Yes No Would Merchant like to receive American Express marketing materials? Yes No

*By checking 'No' the merchant opts out of receiving future commercial marketing communications from American Express. Note that you may continue to receive marketing communications while American Express updates its records to reflect your choice. Opting out of commercial marketing communications will not preclude you from receiving important transactional or relationship messages from American Express.

Seasonal Business? Yes No If yes, indicate by "X" the months that are ACTIVE: Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec

List the names of each of your independent contractors or agents that will have access to store, process, or transmit cardholder data, including online shopping carts, payment gateways, hosting companies, and order-taking services. (Provide separate pages if needed).

6. BANKING INFORMATION

Name and Phone Number of Financial Institution	Routing Number (Shown on the bottom of check)	Bank Account Number (Shown on the bottom of the Check)	Type of Accounts	Use this account for*:
** SYNOVUS BANK (800) 334-9007	061100606	14159	<input checked="" type="checkbox"/> checking	<input checked="" type="checkbox"/> daily settlement <input type="checkbox"/> TXP ACH settlement <input checked="" type="checkbox"/> monthly billing <input type="checkbox"/> TXP ACH fees <input checked="" type="checkbox"/> chargebacks

*If nothing indicated, Financial Institution #1 will be used for all ACH activity. **AUTHORIZATION FOR AUTOMATIC FUNDS TRANSFER (ACH): The Member Bank (defined on page 1) is authorized to initiate or transmit automatic debit and/or credit entries and/or check entries to the account identified above(**) for all services contemplated under this Agreement. Said authority is granted to Member Bank's Processor and their agents. This authority is to remain in effect until Member Bank or its agents receive written notice from Merchant revoking it. You understand that you will be considered the Receiver of all ACH entries submitted hereunder, and agree to comply with all rules and operating guidelines of the NACHA Rules and other relevant clearing house associations which are applicable to Receivers, as the same may be applicable to transactions processed hereunder.

7. TRADE REFERENCES

Bank or Trade Name	Account Number	Product Sold	Phone Number

8. FEE SCHEDULE

Item 8.2.

Discount Rate/Per Item Fee: 3.00 % + \$ _____ per item All Visa/MC/AXP/DISC/PP/JCB/Diners Card Types

Pricing Plan/Non-Qualified Surcharges:* Ovation POS Merchant Surcharge Program

* All Non-Qualified fees apply to all Visa / MC / AXP / DISC / PP / JCB / Diners Card types

Fees assessed by the Card Brands will be charged to Merchant as allocated by Global Payments. **Batch Close Fee:** All batch closing and batch inquiries are considered "transactions" and will be billed at the same rate as Visa / MC / AXP / DISC/PP Trans Fees unless specified. **Monthly Minimum Discount:** Applies to Discount Rate & captured transaction fees. **Qualified T&E Surcharge of .60%** will apply to T&E merchant transactions. **TransFreedom:** In addition to your TransFreedom Monthly fee, Automatic Volume Purchase billing may apply to volume processed in excess of the current pricing tier at a rate of \$25.00 per every \$500.00 in additional processed volume. **Regulatory and Compliance Fee:** a \$50 per month fee will be applied to your account if you have provided us with an invalid tax identification number or incorrect name for your company. The Discover on Us program is subject to Discover's approval of merchant for the program and shall have no force or effect unless and until merchant is so approved. If approved, the merchant is eligible to receive up to a capped amount as determined by Discover in Discover Interchange fee rebates for 12 months. Rebates will appear on the merchant statement in one month arrears.

Authorization Fee:		Batch Close Fee \$ <u>0.25</u>	
All Card Types \$ <u>0.00</u>	Voice Auth Fee \$ <u>0.00</u>	ARU Auth Fee \$ <u>0.00</u>	
Monthly Service Fee	\$ <u>5.00</u>	Application Setup Fee	\$ <u>0.00</u>
Chargeback Fee	\$ <u>10.00</u>	Monthly Minimum	\$ <u>10.00</u>
ACH Return Fee	\$ <u>15.00</u>	ACH Change Fee	\$ <u>15.00</u>
Administrative Fee	\$ <u>0.00</u>	Annual Fee	\$ <u>0.00</u>
Retrieval (Request for Copy) Fee	\$ <u>10.00</u>	Payment Gateway Monthly Fee	\$ <u>0.00</u>
Payment Gateway Setup Fee	\$ <u>0.00</u>	PCI Annual Fee	\$ _____
Unsupported POS Setup Fee	\$ <u>0.00</u>	Unsupported POS Monthly Fee	\$ <u>5.00</u>

Note: Processor and its contractors provide the additional products and services set forth in sections 9, 10 and 11. In addition to Purchasing Cards, Corporate Cards and Fleet Cards and the Regulatory and Compliance Fee above. Member Bank does not provide such services and has no responsibility or liability for them.

9. ADDITIONAL SERVICES AND TERMS

- ACH Processing (ACH Addendum required) Check Services (CrossCheck Application Required) Petro/Fleet (Petro Addendum required)
- Voyager WrightExpress (WEX)

Non-EMV Transaction Fees

Non-EMV Risk Assessment Fee 0.65 % (per transaction)

A Non-EMV Program Fee of \$25 per month may be assessed to Merchant if the percentage of non-EMV transactions as a percentage of total transaction is in excess of 10%. Thereafter, Merchant's percentage of non-EMV transactions will be reviewed on a six-month basis (in February and August), and if the threshold of non-EMV transactions falls below 10%, the fee will be removed.

PIN Debit/EBT

PIN Based Debit Per Item Fee* \$ _____ PIN Based Debit Monthly Fee \$ _____ PIN Based Debit Application Fee \$ _____ EBT Per Item Fee \$ _____

PIN Based Debit Rate* _____ % *Debit Discount Rate: NOTE - PIN Based Debit authorization and Interchange fees may apply.

TransIT/Transaction Express/Transaction Central/Sierra Semi Integrated Processing Services

TransIT Product: WebPASS MultiPASS THP TSEP Ovation Register Ovation Terminal+ Ovation Mobile Ovation Terminal

Data protection \$ _____ (per item) P2PE Fee \$ _____ (per item)

Ovation Terminal+ Setup Fee \$ _____ (One time per POS) Ovation Terminal+ Monthly Fee \$ 5.00 (Per POS)

Ovation Terminal+ Setup Fee \$ _____ (One time per POS) Ovation Terminal+ Monthly Fee \$ 5.00 (Per POS)

TC TC Plus TC Setup Fee \$ _____ (One time per POS) TC Monthly Gateway Fee \$ _____ (per POS) TXP Direct Swipe Monthly Fee \$ _____ (per POS)

ACH Discount Rate _____ % ACH Trans Fee \$ _____ ACH Return Fee \$ _____ Fraud Check Fee \$ _____

Wireless and Other Services

Petro/Fleet (per Terminal) Setup Fee: \$ _____ Monthly Fee: \$ _____	SmartLink (per Modem) Setup Fee: \$ _____ Monthly Fee: \$ _____	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Semiannually Breach Coverage Fee \$ <u>5.00</u>	Section 11.2(d) Fee (as stated in the Merchant Card Processing Agreement) does not apply if checked <input type="checkbox"/> Daily Discount <input type="checkbox"/>	PCI Quarterly Program Fee* \$ <u>18.80</u> *PCI Fee will be reduced to \$ <u>18.80</u> for ongoing support once compliance is validated; NOTE - an additional monthly fee will be charged for ongoing support each month where compliance is NOT validated.
Same Day ACH <input checked="" type="checkbox"/>				PCI Monthly Non Validation Fee \$ <u>49.99</u>

10. EQUIPMENT OPTIONS

Item 8.2.

Industry: Retail Retail w/ Tips Restaurant MOTO QPS Retail QPS Restaurant Lodging Petro/Fleet Cash Advance

Equipment shipped to: DBA Legal Agent Other* N/A Merchant trained by: Agent Global Payments Other*

Welcome Kit sent by: Agent Global Payments Welcome Kit shipped to: DBA Legal Agent Other* N/A

*If 'Other' was selected above, provide shipping details below:

*Name: _____ *Address: _____
 *City: _____ *State: _____ *Zip: _____

Item Description	Model Number	Version or Serial #	QTY	Code	Price	Bill To	FEATURES	
							PIN Based Debit <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Dial Prefix
Terminal	NMI	NMI	1	PO		N/A	EBT Services <input type="checkbox"/> Cash Benefits Only <input type="checkbox"/> Food Stamps* <input type="checkbox"/> Both* <input type="checkbox"/>	
Printer	Unsupported		1	MO		N/A	*EBT FNS/FCS# (7 digits): _____ Multi-Merchant <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
							Parent MID: _____ Number of Child Accts: _____	
							AVS <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Invoice <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
							Corp/Purch Card <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No eCommerce <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
							Verification Code <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Quick Pymnt Srv <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
							Partial Auth <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Shared Line <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
							Auto Close <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Auto Close Time _____	
							Connection Method <input type="checkbox"/> Dial <input checked="" type="checkbox"/> IP/SSL <input type="checkbox"/> Wireless	
							Store & Forward <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Memory Size <input type="checkbox"/> 512K <input type="checkbox"/> 1Meg	
							EMV Capabilities <input type="checkbox"/> Contact <input type="checkbox"/> NFC/Contactless	
							Tip at Time of Sale <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Tip Calculator <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Merchant Email Address (Required): _____

**Shipping, handling and tax will be billed in addition to the equipment price listed above. If merchant owned WAY terminal, SIM # & Serial# required. Bill To Options: Merchant, Agent, Global Payments, N/A.

Codes: FUA = Free Use Addendum (Submit FUA addendum with this Application), MO=Merchant Owned, PN=Purchase New, PO=Purchased Via Other Source, PRF=Purchased Refurbished, LSE=Lease, FLS=FD Leasing, EE=Encryption Exchange, **RTL=Global Payments Rental Program or **STR=Short Term Rental. Any free use equipment provided by Global Payments is the property of Global Payments and is being provided for free use and Merchant agrees that it has read and agrees to the terms and conditions regarding such free use equipment as set forth in the Merchant Card Processing Agreement located at www.TSYS.com/DOCUMENTS and included with this application.

11. TRANSIT/TP/TC/SIERRA SEMI INTEGRATED HARDWARE AND CONFIGURATION

Product: Transit Sierra Semi Integrated Transaction Express Transaction Central TC Plus (CC & ACH - ACH Addendum required)

Transit Product: WebPASS THP TSEP Ovation Register Ovation Terminal+ Ovation Mobile Ovation Terminal

TXP Input Types: Virtual Web Services Batch Post Hosted Industry: Retail MOTO eCommerce

***Integrated Product Name: Ovation Terminal+
 ***Integrated Website Address: _____ ***Welcome Email Address: _____

TRANSIT FEATURES		SIERRA SEMI INT FEATURES		TXP PROCESSING OPTIONS**	
Auto Batch Close Time: 20:00	Forced Re-Credit <input type="checkbox"/> Y	Tokenization: <input type="checkbox"/> Default <input type="checkbox"/> Custom	Batch Close Method <input type="checkbox"/> M/A		
Location Type: Single	CNP Batch <input type="checkbox"/> Y	Custom Tokenization MID:	Direct Swipe <input type="checkbox"/> Y		
Headquarter MID:	Enhanced Data (Level II & III) <input type="checkbox"/> Y		Partial Auth <input type="checkbox"/> Y		
Tokenization: <input type="checkbox"/> Default <input type="checkbox"/> Custom	PIN Debit <input type="checkbox"/> Y		Batch Response File <input type="checkbox"/> Y		
Custom Tokenization MID:	Mandatory Security Code <input type="checkbox"/> Y		File Split <input type="checkbox"/> Y		
EnsureBill: <input type="checkbox"/> InFlight <input type="checkbox"/> Standard	Apple Pay <input type="checkbox"/> Y		Private Label <input type="checkbox"/> Y		
Partial Auth <input type="checkbox"/> Y	Samsung Pay <input type="checkbox"/> Y		PIN Based Debit <input type="checkbox"/> Y		
Forced Authorization <input type="checkbox"/> Y	Device Type: <input type="checkbox"/> Android <input type="checkbox"/> iPhone				

Special Instructions:

TC FEATURES*	TC EXTENDED FEATURES*
Batch Close Method <input type="checkbox"/> A <input type="checkbox"/> M <input type="checkbox"/> M/A	Corp/Purch Cards <input type="checkbox"/> Y
Recurring Method <input type="checkbox"/> A <input type="checkbox"/> M	Duplicate Card Accept <input type="checkbox"/> Y
Multi-User <input type="checkbox"/> Y	ECI (req'd for Internet) <input type="checkbox"/> Y
Batch Uploaded <input type="checkbox"/> Y	AVS <input checked="" type="checkbox"/> Y
Allow Blind Credits <input type="checkbox"/> Y	Private Label <input type="checkbox"/> Y
Group ID: _____	PL Name: _____
PIN Based Debit <input type="checkbox"/> Y	

*Important: If feature not selected, it will be defaulted off. If Manual Recurring is selected, Auto Recurring is also activated. If both ECI and Recurring needs to be setup under 1 MID, 2 Transaction Central setups are required. Note: A=Auto / M=Manual

Item Description	Config / Color	QTY	Code	Price	Bill To	P2PE Deployment Fee	P2PE Monthly Fee
X6 HANDHELD	PAX A920MAX	1	PN	\$ 555.00	AGT		
X6 HANDHELD	PAX A920MAX	1	PN	\$ 555.00	AGT		

**Shipping, handling, and tax will be billed in addition to the equipment price listed above. Bill To Options: Merchant, Agent, Global Payments, N/A
 Codes: FU = Free use, MO = Merchant owned, PN = Purchase now, PO = Purchase via other source, PRF = Purchased refurbished, PI = Purchase Installments, FLS = First Data Leasing, EE = Encryption exchange, RTL = Global Payments rental program or STR = Short term rental. Any free use equipment provided by Global Payments is the property of Global Payments and is being provided for free use and Merchant agrees that it has read and agrees to the terms and conditions regarding such free use equipment as set forth in the Merchant Card Processing Agreement located at www.TSYS.com/documents and included with this application.

PLEASE CAREFULLY REVIEW THE TERMS AND CONDITIONS OF VERSION v03.0426 OF THE MERCHANT CARD PROCESSING AGREEMENT (the "MPA") AVAILABLE AT WWW.TSYS.COM/DOCUMENTS, EACH OF WHICH IS HEREBY INCORPORATED BY REFERENCE. IF APPLICABLE, PLEASE ALSO CAREFULLY REVIEW THE TERMS AND CONDITIONS OF VERSION 6.0419 OF THE CARD NOT PRESENT ADDENDUM TO THE MERCHANT CARD PROCESSING AGREEMENT AVAILABLE AT WWW.TSYS.COM/DOCUMENTS WHICH IS HEREBY INCORPORATED BY REFERENCE.

Item 8.2.

Agreement Signature: As the person signing below on behalf of the business designated on the above application as the Merchant, I certify that I am an owner, partner or officer of the Merchant and have been duly authorized to sign this application and to bind the Merchant to the MPA (the "Authorized Signatory"). Merchant and each Guarantor signing below hereby acknowledge that they have read this application and the MPA and agree to be bound by the terms and conditions contained in these documents. Merchant certifies that all information provided in this application is true, correct and complete. In connection with Merchant's application for merchant processing services, Authorized Signatory (and Guarantor when applicable) authorizes TSYS Merchant Solutions, L.L.C. ("TMS") to obtain consumer reports and related information about Authorized Signatory (and Guarantor when applicable) from one or more consumer reporting agencies. Authorized Signatory (and Guarantor when applicable) understands that obtaining a consumer report may affect Authorized Signatory's (and Guarantor's when applicable) credit score with one or more consumer reporting agencies. Pursuant to this authorization, Authorized Signatory (and Guarantor when applicable) consents to TMS obtaining consumer reports during the processing and review of the application and if the application is approved, at various times during the term of the merchant agreement for any lawful purpose, including but not limited to: (i) underwriting and verifying information in the application, (ii) authenticating my identity, (iii) assisting with Internal modeling and analysis, (iv) maintenance, update, renewal, or extension of the merchant processing services; and (v) mitigating fraud, unauthorized transactions, and other illegal activities. Authorized Signatory (and Guarantor when applicable) further authorizes TMS to contact third parties to verify any information in the application and Authorized Signatory (and Guarantor when applicable) authorizes the release from such third parties of any records necessary to verify information. In connection with the purposes above, Authorized Signatory (and Guarantor when applicable) authorizes TMS to share all or parts of Authorized Signatory's (and Guarantor's when applicable) consumer reports and any other information gathered pursuant to this authorization with agents, partners, counterparties, affiliates, or any successor-in-interest. Authorized Signatory (and Guarantor when applicable) acknowledges and agrees Authorized Signatory (and Guarantor when applicable) has had an opportunity to review a summary of its/their rights under the Fair Credit Reporting Act, available here: https://files.consumerfinance.gov/f/201504_cfpb_summary_your-rights-under-fcra.pdf. If 'RTL' or 'STR' is indicated in Section 10, then by signing below, and upon receiving delivery of the rental equipment, Merchant represents that Merchant has read and agrees to be bound by the terms of either the POS Portal Rental Agreement or the Equipment Terms set forth in Section 24 of the Merchant Card Processing Agreement (as applicable). If renting equipment from POS Portal, Inc. ("POS Portal"), Merchant authorizes POS Portal to verify the application information and receive and exchange information about Merchant, including requesting reports from consumer reporting agencies. If 'FLS' is indicated, then by signing below and upon receipt of the First Data Global Leasing (FDGL) equipment, Merchant represents that Merchant has read and agrees to be bound by the terms of the Equipment Lease Agreement.

Processor will settle your American Express®, PayPal In-Store Checkout and Discover® transactions and (a) Merchant will receive one consolidated statement from Processor that will reflect Merchant's Visa, Mastercard, American Express, PayPal In-Store Checkout and Discover transactions; (b) Merchant's American Express, PayPal In-Store Checkout and Discover settlement funds will be paid at the same time and in the same manner as Merchant's Visa and Mastercard settlement; and (c) Merchant will not have a direct relationship with American Express, PayPal or Discover and the terms set forth in the MPA for American Express, PayPal In-Store and Discover transactions will apply. By signing below, Merchant agrees to be bound by the PayPal Operating Regulations for In-Store Checkout and the American Express merchant requirements. Merchant consents to the disclosure of transaction data, merchant data and other information about the Merchant to American Express and to the use by American Express of such information to perform its responsibilities in connection with the provision of its services, to promote the American Express Network, perform analytics and create reports, and for any other lawful business purposes including marketing purposes. Merchant agrees American Express may use any information in this application to screen and/or monitor Merchant in connection with American Express card marketing and administrative purposes.

If the TransFreedom Program is selected above, then by signing Merchant acknowledges, accepts and agrees that pricing is based upon processed volume and average ticket size and that this pricing may be subject to Automatic Volume Purchase billing, in addition to the TransFreedom monthly fee, if Merchant's actual processing volume exceeds its current pricing tier. Merchant accepts and agrees that it is obligated for all monthly pricing based on its processed volume and average ticket size, including any applicable Automatic Volume Purchase billing.

If Check Services is selected above, then CrossCheck acceptance shall be added to this application and by signing below, Merchant agrees to be bound by and perform in accordance with all the terms and conditions and provisions of the Check Services Agreement and as set forth by CrossCheck. Merchant acknowledges that the Terms and Conditions for Check Service will be sent to Merchant upon approval by CrossCheck.

By electing to process ACH transactions and by signing this application, Merchant grants consent and authorization to Processor or its agents or designated representatives to initiate automatic debit and credit entries and adjustments to the Settlement Account and any Reserve Account through the ACH Settlement Process for the amounts due under the Automated Clearing House (ACH) Addendum and ACH Terms and Conditions available at WWW.TSYS.COM/DOCUMENTS, which are incorporated by this reference. By signing below Merchant acknowledges that it has read and agrees to be bound by the ACH Addendum, the ACH Business Practices Operating Guide v1.0620 and the ACH Terms and Conditions v2.1024. By selecting any of the services and products in Section 8-11 above and by signing this application, Merchant agrees to be bound by the applicable terms available at WWW.TSYS.COM/DOCUMENTS, which are hereby incorporated by reference.

Merchant certifies that Merchant does not and will not provide, offer or facilitate gambling services, including offering or facilitating internet gambling services, or establishing quasi-cash, credits or monetary value of any type that may be used to conduct gambling.

Any unilateral alteration, strikeover or modification to the preprinted text or line entries of the application or MPA shall be of no effect. Merchant acknowledges that the parties may produce and rely upon a copy or electronically stored image of the merchant application and MPA for all legal purposes.

By affixing their signature(s) below, any/all Personal Guarantor(s) do hereby agree to assume personal responsibility to Member Bank and/or Processor in the event of default of any obligation by the Merchant under the terms of the MPA. The responsibility of the individual guarantors shall accrue for all obligations due to Merchant Bank and/or Processor under the MPA and all applicable laws, rules, and regulations.

Only Merchants in Maryland need initial the two statements below:

	If this Agreement is terminated prior to the expiration of the applicable Term, Merchant agrees to pay an account closure fee of \$500. If Merchant is located in Maryland, the account closure fee will only be assessed if the Agreement is terminated prior to the expiration of the Initial Term. Initials are not required if Section 11.2(d) Fee (as stated in the Merchant Card Processing Agreement) does not apply.
	The initial term of this Agreement will be for three (3) years (the "Initial Term"). Thereafter, this Agreement will automatically renew for successive one (1) year periods unless terminated in accordance with its terms.

12. MERCHANT(S) SIGNATURE(S)		GUARANTORS(S) SIGNATURE(S)	
1) _____ Merchant Signature (Owner or Officer)	_____ Date	1) _____ Guarantor Signature	_____ Date
<u>Kimberly Mccord</u> Print Name	<u>Financial Officer</u> Title	<u>Kimberly Mccord</u> Print Name	(No titles)
2) _____ Merchant Signature (Owner or Officer)	_____ Date	2) _____ Guarantor Signature	_____ Date
_____ Print Name	_____ Title	_____ Print Name	(No titles)

Merchant Services Provider Contact Information

Name: TSYS Merchant Solutions, LLC dba Global Payments
Address: 1 Heartland Way, Jeffersonville, IN 47130
URL: www.TSYS.com
Customer Service #: 800-654-9256

Member Bank Information: Pinnacle Bank, a Tennessee bank, dba Synovus Bank

The Bank's mailing address is 33 W 14th Street, Columbus, GA 31901, and the phone number is (706) 649-4900.

Important Member Bank Responsibilities

- The Bank is the only entity approved to extend acceptance of Visa and Mastercard products directly to a Merchant.
The Bank must be a principal party to the Merchant Card Processing Agreement.
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.
The Bank is responsible for and must provide settlement funds to the Merchant.
The Bank is responsible for all funds held in reserve that are derived from settlement.

Important Merchant Responsibilities

- Ensure compliance with cardholder data security and storage requirements.
Maintain fraud and chargebacks below Card Association thresholds.
Review and understand the terms of the Merchant Card Processing Agreement.
Comply with Card Association rules.
Retain a signed copy of this Card Association Disclosure Page.

Merchant Resources

- You may download "Visa Regulations" from Visa's website at: https://usa.visa.com/support/small-business/regulations-fees.html#3 .
You may download "MasterCard Rules" from MasterCard's website at: http://www.mastercard.com/us/merchant/support/rules.html .

The responsibilities above do not replace the terms of the Merchant Card Processing Agreement and are provided to ensure the Merchant understands some important obligations of each party and that the Bank is the ultimate authority should the Merchant experience any problems.

Merchant Information (* = Required)

*Business Legal Name (Printed): WALTON COUNTY SHERIFFS DE
*Business Address: 50 GEORGIA AVE MONROE, GA 30655
*Business Phone: (770) 267-1457
*Signature of Owner or Officer:
*Printed Name of Owner or Officer: Kimberly Mccord
*Title: Financial Officer
*Date: 6/15/2026

MERCHANT CARD PROCESSING AGREEMENT

PLEASE READ SECTION 20 ("ATTORNEY FEES; ARBITRATION; CLASS ACTION WAIVER") CAREFULLY AS IT RELATES TO ARBITRATION AND CLASS ACTIONS

While all terms in this Merchant Agreement are important, here is a summary of some sections on which we occasionally receive questions. These are common clauses in merchant processing agreements throughout our industry.

- The introductory paragraphs explain that the Merchant Agreement consists of other documents in addition to this Merchant Agreement.
- We can amend your Merchant Agreement by providing you with five business days' notice or, under certain circumstances, with less than five business days' notice (see section 10).
- Unless confirmed otherwise on your application, the initial term of this Merchant Agreement is three years. If you terminate early without cause, you may be required to pay an early termination fee (see section 11).
- The proceeds you receive from transactions are provisional credits. We can charge or debit your Settlement Account to recover these provisional credits. We can also debit your Settlement Account to recover other amounts that you may owe us (see Section 12).
- If you dispute any charge or funding, you must notify us within 30 days of the date of the statement (see section 12.5).
- In some circumstances, we may require the establishment of a reserve account with us so we can mitigate risks. Section 13 explains how that reserve account will be funded and how we may use money in that account.
- Our processing fees are set out in detail in the Merchant Application. We may change these fees but must ordinarily notify you before doing so (see Section 16).
- This agreement contains an arbitration clause (see Section 20.2) and a class action waiver (see Section 20.3).
- This agreement is a complete and final agreement between us. It supersedes any previous negotiations we may have had on the services and products. (Section 21).

This Merchant Card Processing Agreement ("MPA") is for merchant card payment processing services among the merchant ("Merchant") that signed the Application for Merchant Card Processing ("Merchant Application"), Member Bank, and Processor. The Merchant Application and the MPA are part of the "Merchant Agreement" as defined below. Subject to the requirements of the Operating Rules, Processor and Member Bank reserve the right to allocate duties and obligations amongst themselves as they agree appropriate in their sole discretion, and Member Bank or Processor may jointly or individually assert or exercise any rights or remedies provided hereunder. If Merchant wishes to address any act or omission by, or make or bring any claim or action against, Member Bank or Processor relating to this Merchant Agreement, it shall first discuss such issue with Processor prior to making or bringing any claim or action against Member Bank (in which case Processor shall address the issue as agreed with Member Bank). Member Bank is responsible for sponsoring Merchant with Visa and Mastercard, and for settlement of Merchant sales funds. Unless otherwise noted, all other products, services and obligations to Merchant are the sole responsibility of Processor.

VISA®, Inc. ("Visa") and Mastercard® International, Inc. ("Mastercard"), the Discover® Network ("Discover"), and the American Express® Network ("American Express") are collectively known herein as the "Card Associations." If elected by Merchant on the Merchant Application, Processor will settle American Express® Card and Discover® Network transactions in accordance with the terms set forth in the Merchant Application and in doing so, Processor does not represent or indicate in any way that Member Bank sponsors Processor into the American Express Network and Discover Network. If Merchant elects and is approved to participate in the American Express OptBlue Program, Merchant agrees to comply with the American Express OptBlue Merchant Operating Guide, which may be accessed at www.americanexpress.com/merchantopguide. Member Bank does not sponsor Processor into the American Express Network and Discover Network, is not providing or agreeing to provide Merchant any services hereunder with respect to American Express Card and Discover Network Card transactions, does not determine or approve or agree upon any fees, charges, pricing, or any other terms and conditions, relating to American Express Card and Discover Network Card transactions, and has no responsibility or liability to Merchant for American Express Card and Discover Network Card transactions. Nor does Member Bank provide or agree to provide Merchant any services hereunder or have any responsibility or liability to Merchant with respect to any PIN-based debit or stored value or electronic benefit transfer transactions (except only to the extent, if any, required under Visa's or Mastercard's Operating Rules or mandatory provisions of applicable law), or any PayPal transactions, JCB, Carte Blanche, or other Card type transactions (other than Visa and Mastercard Credit and non-PIN based debit/stored value /electronic benefit transactions, including any such transactions made with Diner's International Cards which also carry the Mastercard Mark and are processed as Mastercard transactions), any CrossCheck or other Check Services transactions, merchant gift or loyalty card transactions, or any other services specified in the Merchant Application as covered in whole or in part by this Agreement but as not being provided by Member Bank. No reference to Member Bank herein shall be deemed to create any obligations or liability of Member Bank with respect to American Express Card or American Express Network transactions or Discover Network Cards or Discover Network Card transactions, or to any of the other types of Cards, transactions or services referred to above or in the Merchant Application as not being provided by Member Bank.

The appendices, addenda (including but not limited to the ACH Addendum, and Addendum if applicable), schedules, Fee Schedule, applicable product or services terms as indicated on the Merchant Application, and ACH Terms and Conditions that accompany this MPA, as amended from time to time as provided herein, are part of the terms and conditions of this MPA, as are the Merchant Application and the Operating Rules, and are hereinafter individually and collectively referred to as the "Merchant Agreement." The Operating Rules for Visa are located at <https://usa.visa.com/support/consumer/visa-rules.html>, and the Operating Rules for Mastercard are located at <https://www.mastercard.us/en-us/business/overview/support/rules.html>.

Capitalized terms used in this Merchant Agreement which are not defined herein shall have the meaning given to them in the Merchant Application, which is incorporated by reference into this Agreement and may be amended from time to time by Member Bank or Processor upon notice to Merchant.

According to the processing services selected by Merchant on the Merchant Application and, in accordance with the terms of this Merchant Agreement and applicable Operating Rules, Merchant agrees to participate in Processor's Card processing program by honoring Cards in accordance with this Merchant Agreement; and to submit Transaction Receipts, Credit Transaction Receipts and other electronic data to Processor for the Card Program services provided by Processor.

With respect to Visa and Mastercard Transactions:

Member Bank is responsible for providing settlement funds directly to Merchant, and Processor shall not have access to or hold settlement funds.

1. MERCHANT'S APPLICATION AND INFORMATION. By completing the Merchant Application, Merchant applies for the Card Program services covered by the Merchant Application and the Merchant Agreement. In their sole and absolute discretion, Processor and/or Member Bank may accept or reject Merchant's Merchant Application. Merchant may present Transactions to Processor only for the activities and in the volumes described on the Merchant Application, including the percentage of Mail/Phone Order and Electronic Commerce Transactions. The earlier date of the presentation of the first Transaction, including any test Transaction, by Merchant to Processor or the date Processor approves the Merchant Application signifies the effective date of the Merchant Agreement (the "Effective Date"). By either Merchant's signature on the Merchant Application or Merchant's processing a Transaction (including a test Transaction) with Processor, Merchant affirmatively accepts and agrees to be bound by the Merchant Agreement.

2. MERCHANT'S GENERAL DUTIES.

2.1 General. Merchant will comply with the Merchant Agreement for submitting and processing Transactions with Processor. Processor is responsible to Merchant for processing Transactions under the Operating Rules for the Card Program services to which Merchant subscribes, which may vary among Card types.

2.2 Merchant's Responsibility for Acts of Others. Merchant, and not Member Bank or Processor, is responsible for any advice from, acts of, as well as omissions, acts of fraud or acts of misconduct by, Merchant's employees, processors, consultants, advisors, contractors, Merchant Servicers, Agents, officers and directors. Merchant, and not Member Bank or Processor, is responsible for the use, unauthorized use or misuse of Merchant's equipment, POS Equipment, or software.

2.3 Electronic and Paperless Notices and Disclosures. Merchant consents to receiving electronically rather than in paper form all written notices, disclosures and other documents ("Documents") which are to be provided by Processor to Merchant under the Merchant Agreement. Processor will notify Merchant that a Document is available at Processor's web site with a link to that specific page of the web site containing the Document. Merchant agrees that such notification may be sent to Merchant at the e-mail address provided as part of the Merchant Application.

By Merchant affirmatively checking the box to consent to receive paperless delivery of IRS Notices on the Merchant Application, if applicable, Merchant acknowledges that it has reviewed and received the Consent to Paperless Delivery of IRS Notices, located at <http://www.tsys.com/documents> and that Merchant consents and agrees to receive IRS notifications by paperless delivery.

Merchant understands and acknowledges that access to the Internet and e-mail are required for Merchant to access Documents electronically or by paperless delivery and Merchant confirms that Merchant has such access. Merchant understands that there are costs related to accessing Documents electronically or by paperless delivery and Merchant agrees that Merchant is responsible for these related access costs.

At any time, and without giving Merchant advance notice, Member Bank and/or Processor may elect not to send a Document electronically or by paperless delivery, in which case a paper copy of the Document will be sent to Merchant at Merchant's last known address, as provided by Merchant, or such Document shall otherwise be provided as provided for herein.

3. PROCEDURES FOR CARD TRANSACTIONS.

3.1 Honoring Cards.

(a) Limited Acceptance. If appropriately indicated herein, Merchant shall be a Limited Acceptance Merchant, which means that Merchant has elected to accept only certain Visa and Mastercard card types as indicated on the Merchant Application, or via later notification. The Visa or Mastercard Credit acceptance option on the Merchant Application refers to Visa Credit and Business transactions and is what Mastercard refers to as "Other Card" transactions. Notwithstanding anything to the contrary in the Application, Merchant can elect (i) to accept only Visa or Mastercard non-PIN based debit/stored value/electronic benefit transactions (sometimes referred to as "signature debit" transactions, whether or not an actual signature is required), or (ii) to accept only Visa or Mastercard Credit transactions, or (iii) to accept all Visa or Mastercard Credit and signature debit transactions; provided,

however, that a Merchant who accepts any Visa or Mastercard Card types must accept all valid Visa or Mastercard Card types issued by a non-U.S. issuer. Merchant is not required to accept Card brands other than Visa or Mastercard in order to accept Visa or Mastercard Cards (except that transactions using Diner's International Cards which also carry the Mastercard Mark must be accepted if Merchant accepts Mastercard Card transactions of the same type). Member Bank and Processor have no obligation other than those expressly provided under the Operating Rules and applicable law as they may relate to Limited Acceptance. Member Bank's and Processor's obligations do not include policing card types at the point of sale. Merchant will be solely responsible for the implementation of its decision for limited acceptance including but not limited to policing the card type(s) of transactions at the point of sale submitted for processing by Processor. Should Merchant submit a transaction for processing for a card type it has indicated it does not wish to accept, Processor may process that transaction and Merchant will pay the applicable fees, charges, and assessments associated with that transaction. Merchant will comply with any applicable laws and Operating Rules for the card type processed.

(b) Discover. If Merchant has chosen to accept Discover Card Transactions in the Merchant Application, Merchant must accept Discover Cards at all Merchant establishments, including in payment for purchases of goods and services, for charitable contributions and for Cash Over Transactions, when properly presented for payment by a Cardholder. Subject to this Section, a Merchant must create a Transaction Receipt for each Discover Card Transaction and deliver at least one copy of the Transaction Receipt to the Cardholder. A Merchant may issue a Cash Over in connection with a Discover Card Transaction. Merchant must deliver a single Authorization Request for the aggregate total of the goods/services purchase amount and the Cash Over amount. In addition, the Transaction Receipt must include both the purchase amount and the Cash Over amount.

(c) PayPal™. If Merchant has chosen to accept PayPal Payment Card Transactions in the Merchant Application, Merchant must accept PayPal Payment Cards at all Merchant establishments, including in payment for purchases of goods and services and for charitable contributions when properly presented for payment by a Cardholder. Subject to this Section, a Merchant must create a Transaction Receipt for each PayPal Card Transaction and deliver at least one copy of the Transaction Receipt to the Cardholder.

(d) American Express. If Merchant has chosen to accept American Express® Cards in the Merchant Application, Merchant must accept American Express Cards as payment for goods and services sold, or (if applicable) for charitable contributions made, at all of its establishments, except as expressly permitted by state statute. Merchant is jointly and severally liable for the obligations of Merchant's establishments under the Merchant Agreement. In the event Merchant's American Express annual charge volume exceeds \$3,000,000 in a rolling twelve month period or is greater than \$300,000 in any three consecutive months, Merchant will be considered a High CV Merchant by American Express and will be required to enter into a direct merchant card acceptance agreement with American Express. Upon any conversion to a direct agreement with American Express, Merchant will be bound by American Express' then current Card Acceptance Agreement and to any pricing and fees set by American Express. Merchant has the right to opt-out of acceptance of American Express Cards at any time without affecting Merchant's rights to accept other card types. If Merchant elects to receive messages from American Express regarding products, services and resources available to it, as indicated on the Merchant Application, Merchant agrees messages may be sent by American Express to the phone numbers, fax numbers or email addresses provided by Merchant. If a wireless number is provided, Merchant agrees communications may be sent via SMS or text in addition to automated calls. Merchant may opt out of receiving messages by contacting Processor.

(e) EBT Transactions. If Merchant has chosen to accept Electronic Benefits Transfer ("EBT") transactions, Merchant agrees to issue United States Department of Agriculture, Food and Nutrition Services ("FNS") food stamp benefits ("FS Benefits") and/or government delivered cash assistance benefits ("Cash Benefits," and with FS Benefits, "Benefits") to recipients ("Recipients") in accordance with the procedures specified herein, and in all documentation and user guides provided to Merchant by Processor, as amended from time-to-time; and pursuant to the Quest Operating Rules (the "Quest Rules"), as amended from time-to-time, issued by the National Automated Clearing House Association as approved by the Financial Management Service of the U.S. Treasury Department. Unless otherwise defined herein, all capitalized terms shall have the meanings ascribed them in the Quest Rules. Merchant will provide each Recipient a receipt of each Benefit issuance. Merchant will be solely responsible for Merchant's issuance of Benefits other than in accordance with authorizations. Merchant agrees to comply with all the requirements, laws, rules and regulations pertaining to the delivery of services to Benefit Recipients and Benefit Recipient confidentiality. If Merchant issues FS Benefits under this Merchant Agreement, Merchant represents and warrants to Processor that Merchant is an FNS-authorized "Merchant" (as such term is defined in the Rules) and is not currently suspended or disqualified by FNS. Merchant agrees to secure and maintain at its own expense all necessary licenses, permits, franchises, or other authorities required to lawfully effect the issuance and distribution of Benefits under this Merchant Agreement, including without limitation, any applicable franchise tax certificate and non-governmental contractor's certificate, and covenants that Merchant will not issue Benefits at any time during which Merchant is not in compliance with the requirements of any applicable law. Merchant agrees to hold Processor harmless from any costs of compliance or failure to comply with any such obligation by Merchant. Processor may terminate or modify the provision of services to Merchant if any of Processor's agreements with government EBT agencies are terminated for any reason or if any party threatens to terminate services to Processor due to some action or inaction on the part of Merchant. Nothing contained herein shall preclude the State from commencing appropriate administrative or legal action against Merchant or for making any referral for such action to any appropriate Federal, State, or local agency. Any references to "State" herein shall mean the State in which Merchant issues Benefits pursuant hereto. If

Merchant issues Benefits in more than one State pursuant hereto, then the reference shall mean each such State severally, not jointly.

3.2 Operating Procedures for Transactions. In accepting Cards for the purchase of Merchant's goods and services, Merchant shall comply with the requirements of the Merchant Agreement, including but not limited to the Operating Rules, as the same are revised from time to time.

3.3 Submission of Valid Transactions.

(a) Merchant will submit to Processor a Transaction only if the Transaction is made or approved by the Cardholder who is issued the Card used for the Transaction. The burden of verifying the identity of the Cardholder and the Cardholder's authority to initiate a Transaction rests solely with Merchant. Merchant will not submit directly or indirectly: (i) any Transaction that Merchant knows or should have known to be fraudulent or not authorized by the Cardholder; (ii) any Transaction that results from a transaction outside of Merchant's normal course of business, as described on the Merchant Application; or (iii) any Transaction containing the account of a Card issued to Merchant or any account numbers issued to Merchant's business owners, family members, principals or employees for Transactions that do not represent a purchase of goods or services from Merchant or a credit transaction related to a purchase of goods or services from Merchant.

(b) If at any time the volume of Transactions substantially exceeds or decreases from the projected annual volume stated on the Application, or if at any time Processor suspects fraud, money laundering or violations of the Operating Rules, Processor may, in its sole and absolute discretion and in addition to other remedies that the Processor may have: (i) refuse to process the excessive or suspect Transactions; (ii) process the Transactions and retain the funds received from processing until such time as the excess or suspect Transactions are found to be valid or invalid and processed in accordance with the Operating Rules; (iii) suspend processing and/or terminate the Merchant Agreement; or (iv) amend the Merchant Agreement to protect the interests of Processor.

3.4 Payments to Merchant for Valid Transactions.

(a) Member Bank and Processor will provide provisional credit to Merchant for each undisputed and valid Transaction that Merchant submits to Processor by crediting Merchant's Settlement Account, provided Member Bank and Processor have received settlement for the valid Transaction through the Interchange procedures specified by the Card Association applicable to the Card used for the Transaction (Member Bank and Processor do not provide payment for all Card types for which Authorization services are provided). Member Bank and Processor are not obligated to provide provisional credit to Merchant for Transactions submitted that are not valid Transactions and may suspend or discontinue any provisional credit in Member Bank's and/or Processor's sole and absolute discretion, including for any reason that would justify termination of this Merchant Agreement. Each provisional credit from Member Bank and Processor to Merchant will be subject to adjustment, including revocation, upon Processor's further review and verification. **Provisional credit to Merchant for a Transaction disputed by a Cardholder for any reason is not final.**

(b) Member Bank and Processor may deduct from any payment to Merchant the amount of any Credit Transaction Receipt processed for Merchant, any Chargeback to Merchant, any amount to be deposited in the Reserve Account and any Processing Fees and amounts sufficient to reimburse Member Bank and Processor for the amount of any Card Association assessments (sometimes referred to as "fines" or "penalties") or charges due from Merchant or for any current or future obligation of the Merchant that arises under the Merchant Agreement. Merchant must immediately pay Member Bank and Processor the amount by which a Credit Transaction Receipt processed on any day exceeds valid Transactions submitted on that day. Without limiting Member Bank's and Processor's remedies, Member Bank and Processor may obtain the amount due by deducting it from the Settlement Account, Reserve Account or other accounts of or funds due Merchant.

(c) Merchant acknowledges that all payments and credits provided to Merchant are provisional and subject to suspension, to Chargebacks and to adjustments in accordance with the Merchant Agreement, including, but not limited to the Operating Rules.

3.5 Retrieval Requests. If Merchant deposits Transactions with Processor through magnetic tape, electronic transmission, or electronic data capture terminal, upon the request of a Card Association, Processor or Member Bank, Merchant shall respond to all Retrieval Requests within the time frames specified in the applicable Operating Rules. If Merchant does not respond or responds late to a Retrieval Request, Merchant may be without recourse as Chargebacks for "non receipt of requested item" in most cases, cannot be reversed. Member Bank and Processor are not obligated to provide provisional credit to Merchant for any Retrieval Request and may suspend or discontinue any provisional credit in their sole and absolute discretion.

3.6 Equipment; Supplies; Displays.

Important Note: Merchant acknowledges and agrees that Member Bank and its affiliates have no duty, obligation or liability whatsoever for: (1) the POS Equipment, herein; (2) any actions or omissions of Processor with respect to the POS Equipment; (3) failure of Merchant to perform routine maintenance and updates to the POS Equipment; (4) any failure of Merchant to adhere to standard security requirements as it relates to the POS Equipment; or (5) any claims or disputes arising out of the foregoing.

(a) At Merchant's request, Processor will supply Merchant with point-of-sale equipment, including a terminal, router or other compatible or ancillary equipment, hardware or device (collectively "POS Equipment"). Processor will use good faith efforts to program or configure the POS Equipment to operate at the Merchant Outlets in compliance with the Operating Rules; however, Processor makes no representations or warranties that Processor's programming of the POS Equipment furnished by Processor will operate in compliance with the Operating Rules and applicable law. If Processor supplies Merchant

with POS Equipment or other equipment, then Merchant must return such equipment upon termination of this Merchant Agreement.

(b) The individual providing the terminal to Merchant is an employee of Processor, unless otherwise identified as an independent sales contractor. Merchant acknowledges and understands that POS Equipment may be supplied to Merchant that is the property of Processor and is being provided to Merchant for free use subject to the following conditions and requirements:

(i) Merchant shall be liable for a \$495 fee for non-return of Processor supplied POS Equipment if Merchant terminates or ceases processing under the terms of this Merchant Agreement before the expiration of the initial or renewal term of this Merchant Agreement and fails to return the POS Equipment within ten days of termination or of ceasing processing.

(ii) Merchant shall be liable for a \$450 fee for non-return of Encryption Exchange POS Equipment if applicable;

(iii) Merchant will be liable for any damages to the POS Equipment from the misuse or negligent use or handling of the POS Equipment;

(iv) Merchant will be liable for any reasonable monthly fee as determined by Processor for paper or other supplies provided by Processor for use with the POS Equipment; and

(v) Processor, at its absolute and sole discretion, may allow for one terminal exchange at no charge, but may charge additional fees for subsequent exchanges.

(c) All Processor and third party POS Equipment and services provided or procured by Processor under this Merchant Agreement are provided "AS-IS." Processor makes no warranty as to this POS Equipment's fitness for any particular purpose (or any other Warranty) and disclaims any liability resulting from the POS Equipment or Merchant's use of the POS Equipment.

(d) Merchant acknowledges that Processor or a third party is supplying the POS Equipment and that Member Bank shall have no responsibility or liability for the POS Equipment supplied to Merchant.

(e) Merchant will use only the forms for Transactions and electronic processing formats provided or approved in advance by Processor. Processor may change the forms from time to time, and, upon notification, Merchant will comply with any changes. Merchant will use Transaction forms or materials provided by Processor only for Transactions which Merchant submits to Processor.

(f) Merchant may not (i) indicate or imply that the Card Associations, Processor or Member Bank endorses any Merchant goods or services, (ii) refer to a Card Association, Processor or Member Bank in stating eligibility for Merchant's products, services or membership, or (iii) use any marks, symbols or logos owned by any Card Association, Processor or Member Bank for any purpose other than those permitted in the Operating Rules, provided that any use of Processor's or Member Bank's marks, symbols or logos shall be in accordance with and subject to any branding guidelines provided by Processor and Member Bank. Merchant acknowledges that Member Bank and Processor shall remain the sole and exclusive owners of their respective intellectual property and Confidential Information (defined below). Except to the extent expressly provided herein, no rights to Processor's or Member Bank's intellectual property or Confidential Information are granted hereunder, and all rights therein are expressly reserved.

3.7 Europay/Mastercard/Visa ("EMV") Chip Card Compliance. Merchant agrees that if Merchant does not use POS Equipment that has been certified EMV chip card compliant and enabled or when a lost or stolen chip and PIN card is used at an EMV enabled terminal capable of processing chip and signature only, Merchant may be liable for payment of any transactions submitted for chargeback by the applicable EMV chip card issuer(s).

4. MERCHANT'S WARRANTIES. Upon signing the Merchant Application, and each time Merchant submits a Transaction, Merchant represents and warrants that:

4.1 Merchant has abided by the Merchant Agreement, and all applicable laws, the Operating Rules;

4.2 Each statement made on the Merchant Application was true as of the date Merchant signed the Merchant Application agreeing to be bound by the Merchant Agreement;

4.3 There have been no materially adverse changes in information provided in the Merchant Application or in Merchant's financial condition, or management;

4.4 Merchant does not do business under a trade name or style not previously disclosed in writing, and there has been no change in the nature of Merchant's business or the product lines that Merchant sells not previously disclosed;

4.5 The Transaction is genuine and arises from a bona fide sale of merchandise or services by Merchant, represents a valid obligation for the amount shown on the Transaction Receipt and does not involve the use of the Card for any other purpose;

4.6 Merchant has title to the Transaction and Transaction Receipt, there are no liens or other encumbrances on it, and Merchant has the authority to convey the Transaction for processing;

4.7 The Transaction is not subject to any dispute, set-off or counterclaim;

4.8 The Transaction has not been previously presented for processing unless allowed by the Operating Rules;

4.9 Each statement on the Transaction Receipt is true, and Merchant has no knowledge of facts that would impair the validity or collectability of the amount of the Transaction;

4.10 The person who executes the Merchant Application on behalf of Merchant has full power and authority to execute the Merchant Application and to enter into the Merchant Agreement;

4.11 The Merchant Agreement is the legal, valid, and binding obligation of Merchant enforceable against Merchant in accordance with its terms;

4.12 Merchant shall submit Transactions only in accordance with the information contained in the Merchant Application and the Merchant Agreement;

4.13 Merchant has the power and authority to authorize the automatic funds transfer provided for in the Merchant Agreement;

4.14 The Settlement Account is owned and controlled by Merchant and is a valid account for processing debit and credit transactions under the Merchant Agreement;

4.15 The Settlement Account will always be in the same legal and DBA (if applicable) name as Merchant's name on the Merchant Application;

4.16 Merchant will own and maintain control of the Settlement Account and will keep such Settlement Account open at all times during the term and as long as any Reserve Account is in effect;

4.17 The Settlement Account will not be associated with any merchant processing activity that is illegal or prohibited by the Card Association Rules or Applicable Law, including without limitation merchant processing activity associated with other accounts and/or processors;

4.18 Merchant is not (i) a Sanctioned Person meaning at any time, (a) any Person listed in any Sanctions-related list of designated Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State, or by the United Nations Security Council, the European Union or any European Union member state, (b) any Person operating, organized or resident in a Sanctioned Country or (c) any Person owned or controlled by any such Person or Persons described in the foregoing clauses (a) or (b), (ii) located in or operating under a license issued by a jurisdiction whose government has been identified by the U.S. Department of State as a sponsor of international terrorism under 22 U.S.C. 2371 or 50 U.S.C. App. 2405(j), (iii) located in or operating under a license issued by a jurisdiction that has been designated as non-cooperative with international anti-money laundering principles or procedures by an intergovernmental group or organization of which the U.S. is a member, or (iv) located in or operating under a license issued by a jurisdiction that has been designated by the U.S. Secretary of Treasury pursuant to 31 U.S.C. 5318A as warranting special measures due to money laundering concerns; and

4.19 Merchant will immediately notify Member Bank and Processor in writing of any material changes to any information provided herein including but not limited to a change in Merchant's legal entity, location, business type, or the types of goods and services offered for sale by Merchant.

5. CONFIDENTIALITY; DATA SECURITY.

5.1 **Confidentiality.** Merchant will treat as confidential: (i) the terms of the Merchant Agreement; (ii) all information or data, of whatever nature, relating to Processor (including its operations, policies, procedures, accounts and personnel) accessed or used by or disclosed to Merchant in connection with the Merchant Agreement; (iii) Processor's IRS W-9 form; and (iv) all information or data that is proprietary to a third party (including Processor's customers and contractors) and that Processor is obligated to treat as confidential, accessed or used by or disclosed to Merchant in connection with the Merchant Agreement (individually and collectively, "Confidential Information"). Merchant shall not use or disclose Confidential Information without Processor's prior written consent. Merchant may only disclose Confidential Information to Merchant employees who have a need to know such information in connection with Merchant's performance hereunder and who are bound to confidentiality restrictions no less restrictive than those herein. Merchant shall exercise at least the same degree of care to maintain the confidentiality of Confidential Information that it uses for its own similar information, but in no event less than a reasonable degree of care. The foregoing obligations shall not apply to any information that (x) is received from any third party source that is properly authorized to disclose it without restriction, (y) is or becomes generally known to the public by publication or some other means other than a breach by Merchant or its employees of any agreement or confidentiality obligations, or (z) is required by law to be divulged, provided that the request is proper and the disclosure does not exceed that which is required. In the case of (z), Merchant will provide prior notice thereof and cooperate with Processor to limit disclosure. Upon Processor's request, and upon termination or expiration of the Merchant Agreement, Merchant shall return or, only if requested by Processor, destroy all Confidential Information in its possession or control. Merchant acknowledges that a breach of this Section 5 may cause Processor irreparable injury and that Processor may have no adequate remedy at law. Accordingly, Processor may seek provisional or injunctive relief in addition to any other rights or remedies.

5.2 **Transaction Receipts.** Merchant will retain in a secure and confidential manner original or complete and legible copies of each Transaction Receipt, and each Credit Transaction Receipt required to be provided to Cardholders, for such period as required by law or the Operating Rules. Merchant shall render all materials containing Cardholder Account Numbers unreadable prior to discarding. Merchant is responsible for ascertaining whether applicable law requires copies retained by Merchant to truncate card numbers and suppress expiration dates, and for complying with all such laws.

5.3 **Storage.** Merchant will store Transaction Receipts and Credit Transaction Receipts in an area limited to selected and authorized personnel, and when record-retention requirements have been met, Merchant will destroy the records so that the same are rendered unreadable. Merchant must keep all systems and media containing account, Cardholder or Transaction information (physical or electronic, including but not limited to account numbers, card imprints, and terminal identification numbers) secure and prevent access by or disclosure to anyone other than Merchant's authorized personnel. Merchant must destroy,

in a manner that will render the data unreadable, all such media that Merchant no longer deems necessary or appropriate to store (except for Transaction data maintained in accordance with this Merchant Agreement, applicable law, or Operating Rules). Merchant must also ensure proper destruction of Cardholder, Transaction or system information (physical or electronic, including but not limited to account numbers, card imprints, and terminal identification numbers) stored on a terminal prior to selling, storing, or disposing of such terminal.

5.4 Merchant Servicers and Agents. Merchant must notify Processor and receive Processor's approval prior to engaging any Merchant Servicer or Agent in connection with Merchant's acceptance of Cards or the submission of Transactions to Processor. Merchant shall provide Member Bank and Processor at least sixty days advance written notice of Merchant's election to use a Merchant Servicer or Agent. Member Bank and/or Processor may individually approve or deny the use of a Merchant Servicer or Agent in their sole and absolute discretion and at any time. If a Merchant Servicer or Agent is required to certify, register, or act in any fashion pursuant to the Operating Rules, Merchant shall cause such Merchant Servicer or Agent to cooperate with Processor in completing any steps required for registration and/or certification and/or action. Merchant is solely responsible for any and all applicable fees, costs, expenses and liabilities associated with such registration and/or certification and/or action. Processor and Member Bank shall in no event be liable to Merchant or any third party for any actions or inactions of any Merchant Servicer or Agent used by Merchant, and Merchant hereby expressly assumes all such liability.

Merchant will immediately notify Processor if Merchant decides to use electronic authorization or data capture terminals provided by any entity other than Processor or its authorized designee ("Third Party Terminals") to process Transactions, including leasing a terminal from a third party. If Merchant elects to use Third Party Terminals: (a) the third party providing the terminals will be Merchant's Merchant Servicer in the delivery of Transactions to Processor; and (b) Merchant assumes full responsibility and liability for any failure of that third party to comply with the Operating Rules, applicable laws, rules or regulations of the Merchant Agreement. Processor and Member Bank will not be responsible for any losses or additional fees incurred by Merchant as a result of any error by a third party agent or a malfunction in a Third Party Terminal.

The use of a Merchant Servicer or Agent or software or systems provided by a Merchant Servicer or Agent that has connectivity to the Internet poses an increased risk, and Merchant assumes all liability for such increased risks. If Merchant utilizes software or hardware with a connection to the Internet such hardware or software interacts in any capacity with the provision of services contemplated pursuant to this Merchant Agreement, Merchant is solely liable without limitation for any and all consequences of such interaction.

5.5 Security. Merchant agrees and shall ensure that Merchant Servicers and Agents utilized by Merchant provide the same levels of security as those required of Merchant, and that such Merchant Servicers and Agents transmit data in accordance with: (a) the required format(s) of the Card Associations; (b) the Operating Rules; and (c) the requirements of Processor and Member Bank. Merchant must have a written contract between Merchant and its Agent or between Merchant and the Merchant Servicer that stipulates adherence to the provisions of such information security requirements. Merchant's written contract with any such third party must contain provisions obligating the third party to comply with applicable law, with CISP and SDP and DISC and PCI DSS, PA-DSS, PIN and PED security requirements if applicable, and all other Card Association requirements pertaining to confidentiality and security and integrity of Cardholder and Card transaction data, with all rules prohibiting storage of certain Card transaction data, and with all other applicable Operating Rules and the requirements of Processor and Member Bank. Merchant shall be solely responsible for any unauthorized access to Cardholder information or Transaction data that resides on Merchant's or its third party Agent's systems or networks. Merchant will only allow Merchant Servicers or Agents to have access to cardholder data for the purposes that are authorized by the Operating Rules. Any fees or liability assessments from actual or alleged noncompliance will be the sole liability of the Merchant. Merchants processing less than 1 million annual Visa transactions and using third parties for POS application, terminal installation and integration must engage Payment Card Industry (PCI) Qualified Integrator Reseller (QIR) professionals to install, integrate, and support point-of-sale applications and terminal installation and integration. Merchant shall indemnify and hold Member Bank and Processor harmless against losses or damages arising from the acts or omissions of Merchant Servicers or Agents engaged by Merchant.

5.6 Loss or Theft. Merchant must immediately notify Member Bank and Processor of any suspected or confirmed loss or theft of materials or records that contain Cardholder Account Numbers or Card Transaction information. In the event of a suspected or confirmed loss or theft Merchant shall provide immediate access to all facilities, systems, procedures, equipment, and documents as may be deemed appropriate by Processor and Member Bank or their designated representatives, regulators or auditors for inspection, audit, and copying as deemed appropriate by both Member Bank and Processor in their individual sole discretion. Merchant shall be responsible for all costs associated with such inspection, audit, and copying however such costs may occur.

5.7 Merchant authorizes Processor to release its name and address to any third party whom the Processor determines needs to know such information in order for Processor to perform the Card Program services under this Merchant Agreement and who has requested such information.

5.8 Merchant will not: (a) provide Cardholder Account Numbers, personal Cardholder information or Transaction information to anyone except Processor, the Card Associations, or Merchant's Merchant Servicers or Agents for the purpose of assisting Merchant in completing Card Transactions, or as specifically required by law; (b) retain or store Card Magnetic Stripe, CVV, CVV2, CVC2 or CID data (including Track Data) subsequent to Authorization for a Transaction; (c) sell, purchase, provide or exchange Card Account Number information to any third party without the Cardholder's consent, or to any entity

other than Merchant's Merchant Servicers or Agents, Processor, the Card Associations, or in response to valid legal process or subpoena; or (d) release any Cardholder information over the telephone under any circumstances.

5.9 Merchant may not in any event, including its failure, including bankruptcy, insolvency, or other suspension of business operations, sell, transfer, or disclose any materials that contain Cardholder Account Numbers, personal information or Transaction information to third parties. In the event that Merchant's business fails or ceases to exist, Merchant is required to return to Processor all such information or provide proof of destruction of this information to Processor.

5.10 Merchant agrees to establish security procedures to protect Cardholder information and comply with the Visa Cardholder Information Security Program (CISP), Mastercard's Site Data Protection (SDP) Program, Discover Information Security Compliance (DISC), American Express Data Security Requirements, the Payment Card Industry (PCI) Data Security Standards (DSS), and applicable laws pertaining to the privacy and security of personal information (including, without limitation, and to the extent applicable, those of non-U.S. governmental authorities). Detailed information about PCI DSS can be found at the PCI DSS Council's Website: www.pcisecuritystandards.org. The Card Associations, Processor or Member Bank, and their respective representatives, may inspect the premises of Merchant or any Merchant Servicer or Agent engaged by Merchant for compliance with security requirements. Merchant acknowledges that any failure to comply with security requirements may result in the imposition of restrictions on Merchant or the permanent prohibition of Merchant's participation in Card acceptance programs by the Card Associations. Merchant shall indemnify and hold Processor and Member Bank harmless against any losses or damages arising from Merchant's actual or alleged failure to comply with security procedures and any losses or damages arising from or related to Merchant's acts or omissions that result in an actual or alleged breach of data security, including but not limited to Merchant's non-participation in any breach security program Processor may offer.

5.11 Processor acknowledges that it will maintain compliance with all applicable PCI DSS requirements.

5.12 Federal regulations enacted pursuant to the USA PATRIOT Act and other applicable laws require financial institutions with which Processor has relationships to verify the identity of every person who seeks to open an account with a financial institution. As a result of Merchant's status as an account holder with Member Bank, Merchant shall provide documentary verification of Merchant's identity, such as a driver's license or passport for an individual and certified copy of organization documents for an entity in manner acceptable to Processor and Member Bank. Processor and Member Bank reserve the right to verify Merchant's identity through other non-documentary methods as Processor and Member Bank deems appropriate in its sole discretion. Processor and Member Bank may retain a copy of any document it obtains to verify Merchant's identity with the financial institution.

6. OPERATING RULES.

6.1 Merchant must comply with the Operating Rules, as the same may be amended from time to time. The Operating Rules may change with little or no advance notice to Merchant and Merchant will be bound by all such changes. If Merchant objects to any change in the Operating Rules, it must immediately stop accepting new Transactions for Cards governed by the change. The Operating Rules will govern in the event that there is any inconsistency between the Merchant Agreement and the Operating Rules. However, nothing in the Merchant Agreement shall be construed to impose on Merchant a requirement (including a requirement under the Operating Rules) which is prohibited by mandatory provisions of applicable law (i.e., where the applicability of such provisions of law to the Merchant Agreement, and of the law's prohibition to the particular requirement which otherwise would be imposed on Merchant hereunder, cannot lawfully be waived by agreement), but the requirement hereunder shall be construed to continue in effect and to be imposed on Merchant in all respects and at all times to the fullest extent possible without violating the law's prohibition, with only those particular applications of the requirement which would violate the law's prohibition deemed severed from the provisions hereof.

6.2 Operating Rules of the Debit Networks may differ among them with respect to the Transactions they allow. Processor, at its discretion, may require that the most restrictive requirements of one Debit Network apply to all of Merchant's On-line Debit Card Transactions, regardless of Card type.

7. MERCHANT'S BUSINESS; OTHER PROCESSORS.

7.1 Compliance With Laws. Merchant will comply with all applicable federal, state, and local laws and regulations ("Requirements of Law"), including but not limited to laws and regulations regarding anti-money laundering compliance, in completing Transactions, submitting them to Processor, performing its obligations under the Merchant Agreement, and otherwise conducting its business.

7.2 Change in Name or Business. Merchant will give Member Bank and Processor at least thirty days' prior written notice before any change in Merchant's name or location, any change in ownership or management of Merchant's business, any sale, assignment, rental, lease or transfer of ownership of any location that accepts Cards, or any material change in information concerning Merchant in the Merchant Application, and material change in the type or nature of the business carried out by Merchant or otherwise required to be provided to Processor.

7.3 Other Processors. To the extent permitted by applicable law, Merchant agrees that it will not participate in a Card Program with another financial institution or processor without Processor's written approval.

8. CREDIT REPORTS AND OTHER INFORMATION.

8.1 Reports About Merchant. From time to time, Processor may obtain credit and other information on Merchant, owners and officers of Merchant, any and all personal guarantors of Merchant, and any signatory to the Merchant Application, from others (such

as customers and suppliers of Merchant, lenders and credit reporting agencies), and furnish information on Merchant's relationship with Processor and Processor's experience with Merchant to others seeking the information. In connection with Merchant's application for merchant processing services, the individual signing the Merchant Application on behalf of Merchant and/or as a Guarantor authorizes Processor to obtain consumer reports and related information about such individual from one or more consumer reporting agencies. Such individual understands that obtaining a consumer report about the individual may affect their credit score with one or more consumer reporting agencies. Pursuant to this authorization, the individual consents to Processor obtaining consumer reports about the individual during the processing and review of the Merchant Application and if the Merchant Application is approved, at various times during the term of the Merchant Agreement for any lawful purpose, including but not limited to: (i) underwriting and verifying information in the Merchant Application, (ii) authenticating the individual's identity, (iii) assisting with internal modeling and analysis, (iv) maintenance, update, renewal, or extension of the merchant processing services; and (v) mitigating fraud, unauthorized transactions, and other illegal activities. The individual further authorizes Processor to contact third parties to verify any information in the application and the individual authorizes the release from such third parties of any records necessary to verify information about the individual. In connection with the purposes above, the individual authorizes Processor to share all or parts of the individual's consumer reports and any other information gathered pursuant to this authorization with agents, partners, counterparties, affiliates, or any successor-in-interest. The Individual acknowledges and agrees that the individual has had an opportunity to review a summary of their rights under the Fair Credit Reporting Act, available here: https://files.consumerfinance.gov/f/201504_cfpb_summary_your-rights-under-fcra.pdf

8.2 Reports from Merchant. Merchant will provide Processor with updated business and financial information concerning Merchant, including financial statements, tax returns, evidence of required licenses and other information and documents Processor may reasonably request from time to time. Merchant shall further provide Processor such information as it may request for the making of insurance claim, regulatory or other filings related to Merchant's activity pursuant to this Merchant Agreement. All material marked "confidential" which Processor receives from Merchant will be used only by Processor, Member Bank or Card Association in performing the Card Program services under this Merchant Agreement or related services and reporting. Processor, Member Bank and any Card Association, regulator, auditor or any other entity having authority may audit Merchant's records relating to this Merchant Agreement. Merchant shall provide all documentation, information or other inspection rights requested by Processor's or Member Bank's regulators or auditors or otherwise to enable Processor and Member Bank to meet Requirements of Law. Without limiting the generality of the foregoing, Merchant understands and agrees that if, at the time of signing this Merchant Agreement Merchant is undergoing a forensic investigation, Merchant must notify Processor and fully cooperate with the investigation until it is completed.

8.3 Information. Merchant authorizes Processor to release and use information collected in connection with Processor's provision of services to the Merchant contemplated in the Merchant Agreement, to third parties that provide services to Processor or Merchant, for marketing purposes with third parties with whom Processor has a relationship to offer products and/or services to merchants, or to any third party that requests and has a reason to know such information, including but not limited to the Card Associations, and any third party having regulatory control over any party.

9. ASSIGNMENT; BANKRUPTCY.

9.1 Assignment. The Merchant Agreement is binding upon the successors and assigns of Processor, Member Bank and Merchant. Merchant will not assign or transfer (including by merger, change of control or operation of law) the Merchant Agreement (in whole or in part) to another person or entity without Processor and Member Bank's prior written consent and any purported assignment made without Processor's and Member Bank's consent will be void.

9.2 Bankruptcy.

(a) Merchant will notify Processor immediately if any bankruptcy, insolvency or similar petition is filed by or against Merchant. Merchant acknowledges that this Merchant Agreement constitutes an executory contract to extend financial accommodations as defined in 11 U.S.C. §365(c)(2) and that the Merchant Agreement cannot be assumed or assigned in the event of bankruptcy. Merchant and Processor agree that in the event of Merchant's bankruptcy, Processor shall be entitled to suspend further performance under this Merchant Agreement.

(b) Merchant acknowledges and agrees that in the event of a bankruptcy proceeding, Merchant must establish a Reserve Account or maintain a previously established and then current Reserve Account in amounts required by Processor and in accordance with any Reserve Account provision specified in this Merchant Agreement. Processor will have the right to setoff against the Reserve Account for any and all obligations which Merchant may owe Processor, without regard as to whether the obligations relate to Transactions initiated or created before or after the filing of the bankruptcy petition.

10. AMENDMENTS; WAIVERS.

10.1 Amendments. Member Bank or Processor shall have the right to modify or amend the terms and conditions of this Merchant Agreement, including, without limitation, the right to modify, amend, or supplement applicable fees, charges, and/or discounts. Modifications and amendments related to changes to the Operating Rules, changes to the fees charged by the Card Associations, Member Bank, or third parties, or in response to changes in Requirements of Law (collectively, a "Third Party Change") may be made effective immediately, with or without notice. Modifications or amendments unrelated to a Third Party Change shall be effective upon the date specified in a notice to the Merchant (the "Change

Notice"), provided that the date shall not be fewer than five business days after the such Change Notice. A Change Notice may be reflected as a message attached to Merchant's monthly billing statements. Following the Effective Date, in the event of any modification or amendment not related to a Third Party Change, Merchant shall have the right to terminate this Merchant Agreement, without liability for premature termination pursuant to Section 11.2(d), by providing written notice thereof to Processor, provided that such notice must be given within five business days following the date of the Change Notice. Other than the amendments set forth above, this Merchant Agreement may be amended only in writing signed by Merchant, Member Bank, and Processor.

10.2 Waivers. Member Bank or Processor's failure to enforce this Merchant Agreement will not waive Member Bank or Processor's rights under this Merchant Agreement. Waivers of any provision of this Merchant Agreement must be in writing and signed by Member Bank or Processor, whichever is the waiving party. A waiver in one instance will not apply to other occasions unless that intent is clear from the signed waiver.

11. TERM; TERMINATION.

11.1 Term/Renewal. The initial term of this Merchant Agreement shall be for the term of three years (the "Initial Term") commencing on the earlier date of the presentation of the first Transaction, including any test Transaction, by Merchant to Member Bank or Processor or the date Member Bank and Processor approve the Merchant Application; provided, however, that if Merchant is receiving these terms and conditions as an amendment to an existing Merchant Agreement, the amendment shall not affect the then-existing term. By either Merchant's signature on the Merchant Application or Merchant's processing a Transaction with Member Bank and Processor, Merchant confirms acceptance of the Merchant Agreement. At the expiration of the Initial Term, this Merchant Agreement will automatically renew for successive one year periods (each a "Renewal Term" and collectively with the Initial Term the "Term") unless a party provides the other parties with notice of its intent not to renew the Merchant Agreement at least ninety days prior to the expiration of the then current term.

11.2 Termination.

(a) **Termination without Cause.** Member Bank or Processor or Member Bank's or Processor's designated representative may terminate the Merchant Agreement as to all Card types or individually specified Card types, without cause, upon thirty days advance written notice.

(b) **Termination for Cause by Processor or Member Bank.** Member Bank or Processor or Member Bank's or Processor's designated representative may terminate the Merchant Agreement in its sole and absolute discretion, effective immediately, upon written, electronic or oral notice, to Merchant if Member Bank or Processor reasonably determines that any of the following conditions exists:

(i) Merchant has violated any provision of the Merchant Agreement.

(ii) There is a material adverse change in Merchant's financial condition, material change in Merchant's processing activity, processing activity inconsistent with the Merchant Application, or Member Bank or Processor determines in its sole discretion that Merchant's processing activity could result in a loss to Processor or Member Bank.

(iii) A petition in bankruptcy has been filed by or against Merchant, Merchant is generally unable to pay its debts as they become due, a receiver, custodian, trustee, liquidator or similar official is appointed for a substantial portion of Merchant's business, there is a general assignment for the benefit creditors, or the business terminates.

(iv) Any information which Merchant provided to Processor or Member Bank, including Merchant Application information, was false, incomplete or misleading when received, or has materially changed since Merchant provided such information.

(v) At any time during the term of the Merchant Agreement, Merchant has had a monthly ratio of Chargebacks to Transactions that Processor or Member Bank, in their sole and absolute discretion, deems excessive.

(vi) There is an overdraft for three days or more in the Settlement Account, or overdrafts in the Settlement Account are otherwise excessive.

(vii) Merchant or any of Merchant's officers or employees has been involved in processing Transactions with Processor or Member Bank or other parties arising from fraudulent or otherwise unauthorized transactions.

(viii) Merchant is or will be unable or unwilling to perform its obligations under the Merchant Agreement or any applicable laws.

(ix) Merchant has failed to pay Processor or Member Bank any amount when due.

(x) Merchant has failed to promptly perform or discharge any obligation under the Merchant Agreement, the Settlement Account or the Reserve Account.

(xi) Any of Merchant's representations or warranties made in connection with the Merchant Agreement was not true or accurate when given.

(xii) Merchant has defaulted on any agreement it has with Processor or Member Bank.

(xiii) Processor or Member Bank is served with legal demand, order or process seeking to attach or garnish any of the provisional credits arising out of or relating to the Merchant Agreement, Merchant's funds or property in Processor's or Member Bank's possession,

(xiv) The Operating Rules are amended in any way such that Processor or Member Bank determines that the continued existence of the Merchant Agreement would cause Processor or Member Bank to be in breach of such Operating Rules.

(xv) Any guaranty supporting Merchant's obligations is revoked, withdrawn or terminated or altered in any way.

(xvi) Any governmental entity initiates proceedings against, or an investigation regarding, Merchant, or Processor or Member Bank reasonably believes that a governmental entity may do so.

(xvii) If any circumstances arise regarding Merchant or its business that, in Processor's or Member Bank's discretion, make harm or loss of goodwill to Processor, Member Bank or any Card Association likely.

(c) **Termination for Cause by Merchant.** Merchant may terminate the Merchant Agreement in the event of a material breach of the terms of the Merchant Agreement by Processor, provided Merchant gives Processor written notice of any alleged breach and such breach remains uncured for a period of thirty days following receipt of written notice by the Processor.

(d) **Damages for Early Termination.**

(i) Processor and Merchant acknowledge and agree that in addition to all other remedies available to Processor under the Merchant Agreement or as otherwise available in law or equity, if the Merchant Agreement is terminated prior to the expiration of the applicable Term of the Merchant Agreement for any reason other than for a material, uncured breach by Processor, Merchant agrees to pay Processor damages (the "Damages") determined by adding an account closure fee of \$500 (unless a different amount is disclosed on the Merchant Application), or such portion of the foregoing as may be permitted by applicable law.

(ii) Merchant agrees that such Damages shall also be due to Processor if Merchant discontinues submitting Transactions for processing during the Term for a period of ninety (90) consecutive days, and is not designated on the Merchant Application, or by notice to Processor, as a seasonal merchant or as otherwise agreed to by Processor.

(iii) Merchant acknowledges and agrees that the Damages are not a penalty but rather are a reasonable computation of the financial harm caused by the termination of the Merchant Agreement or the cessation of processing activity by Merchant.

(e) Member Bank's or Processor's rights of termination under the Merchant Agreement are cumulative. A specific right of termination shall not limit any other right of Processor or Member Bank to terminate the Merchant Agreement expressed elsewhere in the Merchant Agreement. Notice of termination may be given orally or in writing, if given orally, shall be confirmed in writing, except as otherwise stated in the Merchant Agreement.

(f) Upon termination, Merchant's rights to complete Transactions and submit them to Processor, and to use Transaction form or formats, promotional material and any other items provided by Processor, will cease. Termination of the Merchant Agreement will not terminate the rights and obligations of Merchant, Processor and Member Bank relating to acts or omissions occurring before termination, including for example, any Processing Fees or other service fees owed to Processor, any Transactions processed for Merchant by Processor (whether before or after termination), Merchant's Chargeback and indemnity obligations, and the Security Interest granted to Processor and Member Bank in the Merchant Agreement.

(g) It is understood that a file for terminated merchants referred to as Member Alert to Control High-Risk Merchants ("MATCH"), formerly known as the Terminated Merchant File ("TMF"), is managed and maintained by Mastercard and utilized by the Card Associations and acquiring banks to identify the names of any business (and its principals) that have been terminated for certain reasons, including fraud, depositing excessive counterfeit paper, excessive unauthorized transactions, excessive chargebacks, depositing paper for others (laundering), bankruptcy or breach of a Merchant Agreement. Merchant acknowledges that Member Bank or Processor is required to report Merchant to the MATCH (and/or on the Consortium Merchant Negative File (the CMNF) published by Discover® Network) if the Merchant Agreement is terminated for any of the foregoing reasons or other reasons as may be modified by the Card Associations. Merchant agrees and consents to such reporting in the event of the termination of the Merchant Agreement for any of the foregoing reasons, and Processor and Member Bank shall have no liability for such reporting, even in instances where Merchant contends that the foregoing bases for termination do not, in fact, exist.

(h) Sections 2.3, 3, 4, 5, 6, 7, 8.1, 9.1, 10.2, 11, 12, 13, 14, 15, 16.3, 16.4 17, 18, 19, 20, 22, 23, 24, and 25 will survive termination of the Merchant Agreement.

12. SETTLEMENT ACCOUNT.

12.1 Settlement Account Required. Merchant must maintain a Settlement Account in Merchant's name in satisfactory condition at a depository institution under arrangements acceptable to Processor. The Settlement Account will be subject to the provisions of Section 14 of this Merchant Agreement.

12.2 Minimum Balance. Merchant agrees to maintain a minimum balance of funds in the Settlement Account as Processor may specify to Merchant in writing from time to time.

12.3 Provisional Credits. Subject to the terms and conditions of the Merchant Agreement, Processor and Member Bank agree to provisionally credit Merchant for each Transaction that Processor accepts from Merchant. Merchant acknowledges that Processor and Member Bank may reverse or revoke such credit, including in response to any Chargeback. Furthermore, Merchant agrees that Processor and Member Bank may charge or debit the Settlement Account for the amount of any Transaction processed under the Merchant Agreement, or any agreement Processor or Member Bank may have with any Merchant Affiliate, that results in a Chargeback, or for any Credit Transaction Receipt or other reimbursement or Processing Fees or other Merchant obligation to which Processor or Member Bank may be entitled under the Merchant Agreement. Merchant agrees that Processor and Member Bank may charge or debit the Settlement Account, withhold funds

from the proceeds of any Transaction, or establish a Reserve Account (defined below) order to recoup any amounts owed by Merchant or its Affiliates to Processor, Processor's Affiliates, or Member Bank, under this Merchant Agreement or any other agreement between Merchant or its Affiliates and Processor, Processor's Affiliates, or Member Bank. In the event that any debit by Processor or Member Bank to the Settlement Account is returned for insufficient funds, Merchant may be charged an insufficient funds fee between \$15 and \$35 per occurrence.

12.4 Audits and Adjustments. Merchant agrees that Processor and Member Bank may audit all Transaction calculations and that Processor and Member Bank shall have the right, without notice, to make withdrawals, deposits, or other adjustments to or from the Settlement Account for any deficiencies or overages.

12.5 Errors and Disputes. Processor and Member Bank shall be entitled to presume that any amounts the Processor and Member Bank pays to or debits from Merchant are correct unless Merchant disputes these by sending Processor written notice within thirty days of the date of the applicable statement containing any disputed payments or debits. PROCESSOR AND MEMBER BANK SHALL NOT BE LIABLE FOR ANY DISPUTED PAYMENTS OR DEBITS, INCLUDING ANY ALLEGEDLY IMPROPER FEE(S), UNDERPAYMENTS, OR BILLING ERRORS, WHICH ARE NOT REPORTED TO PROCESSOR IN WRITING WITHIN SUCH THIRTY-DAY PERIOD.

12.6 POS Equipment. If Merchant chooses to rent or lease POS Equipment from Processor or utilizes software provided by Processor for use in processing Transactions, Merchant agrees to pay Processor: (a) a pre-determined monthly rental fee; (b) any initial upfront costs as required; and (c) all applicable taxes for such POS Equipment or software utilization.

12.7 Settlement Account Closure. If the Settlement Account is closed, Processor or its designated representative may terminate the Merchant Agreement, effective immediately, upon written or oral notice (with written confirmation in the event of oral notice) unless Merchant opens another Settlement Account acceptable to Processor. Merchant may change the Settlement Account upon prior written approval by Processor, which approval will not be unreasonably withheld.

12.8 ACH Authorization. Merchant authorizes Processor and Member Bank or their agents or designated representatives to initiate debit and credit entries and adjustments to the Settlement Account or the Reserve Account (described in Section 13 of the MPA) through the ACH settlement process for amounts due under the Merchant Agreement. This authorization will remain in full force and effect until termination of the Merchant Agreement and the full and final payment of all obligations of Merchant due under the Merchant Agreement. Merchant acknowledges and agrees that Processor and Member Bank will not be liable for any delays in receipt of funds, any failure by Merchant to receive funds, or errors in debit or credit entries caused by Merchant, or third parties, including but not limited to any Card Association or any financial institution.

13. ADDITIONAL COLLATERAL SECURITY; RESERVE ACCOUNT.

As a condition for providing Card Program services, Merchant may, at Processor's discretion, be required to provide additional collateral security for Merchant's obligations hereunder, which additional collateral security shall be of a kind, and in amounts, satisfactory to Processor in Processor's sole discretion, and which shall be in addition to all other collateral provided for in Section 14 hereof. Processor may require that all or any part of the additional collateral be deposited in a Reserve Account, in which case the following provisions of this Section 13 shall apply:

13.1 Reserve During Term of Merchant Agreement.

(a) Merchant may be required to deposit, or Processor or Member Bank may deposit by deducting from any provisional credit or payment otherwise due to Merchant or from any funds in the Settlement Account or any other deposit account of Merchant, into an account maintained by Member Bank (or at another approved depository institution) (the "Reserve Account"), initially or at any time in the future as requested by Processor, sums sufficient to satisfy Merchant's current and/or future obligations as determined by Processor in its sole and absolute discretion. In lieu of establishing a Reserve Account, Processor may, at its election, demand and receive other forms of additional collateral security, including, without limitation, letters of credit or certificates of deposit. Failure to supply such additional collateral security shall constitute a material breach of this Merchant Agreement.

(b) The Reserve Account will be separate from the Settlement Account. Notwithstanding anything else in this Merchant Agreement to the contrary, Merchant shall have no ownership interest or property rights in the Reserve Account or the funds therein, no right of withdrawal from the Reserve Account, and no right to receive interest on funds held in the Reserve Account. Rather, the Reserve Account shall be under the sole control of Member Bank. Any and all earnings from deposits of Merchant to the Reserve Account shall be the sole property of the Processor.

13.2 Reserve Account Deposits.

(a) At any time in Processor's sole and absolute discretion, Processor may (i) designate the minimum balance required to be deposited in the Reserve Account, (ii) require that the amount on deposit in the Reserve Account be increased, (iii) require that Merchant deposit, or Processor or Member Bank may deposit for Merchant into the Reserve Account a percentage of, or a fixed amount from each Transaction processed, or (iv) otherwise determine the amount to be deposited in the Reserve Account. Processor at its sole and absolute discretion may require that each month Merchant deposit, or Processor or Member Bank may deposit by deducting from any provisional credit or payment due to Merchant or from any funds in the Settlement Account or any other deposit account of Merchant sums into the Reserve Account no later than the twentieth day of the month. Processor shall notify Merchant as to the amount of the funds to be deposited each month.

(b) Merchant acknowledges and agrees that the Reserve Account may contain both funds deposited by Merchant and funds of other merchants of the Processor.

13.3 Deductions from Reserve Account. If funds are not available in the Settlement Account, Processor or Member Bank without prior notice to Merchant may deduct from any provisional credits or payment due to Merchant that are maintained in the Reserve Account any current or future obligation of Merchant to Processor or Member Bank under the Merchant Agreement, including all Processing Fees, Chargebacks, Credit Transaction Receipts, Damages, and any and all additional fees and obligations under the terms of the Merchant Agreement, and sums sufficient to reimburse Processor and Member Bank for the amount of any liability assessments and charges due the Card Associations.

13.4 Replenishment of Reserve Account Deficiencies. Whenever the balance in the Reserve Account is less than the minimum balance required, or is otherwise deficient, Processor or Member Bank may, without prior notice, deposit the deficiency into the Reserve Account by reducing any payment to Merchant required by the Merchant Agreement or deduct the deficiency from the Merchant's or Merchant's Affiliate's Settlement Account or any other deposit account of Merchant or Merchant Affiliate with another depository institution (including accounts of general partners if Merchant is a partnership) and deposit it into the Reserve Account. Merchant authorizes deductions from its accounts by ACH entry, sight draft, preauthorized check, reverse wire, or otherwise as Processor and Member Bank deem appropriate under the circumstances. In addition, Merchant will deposit any deficiency into the Reserve Account within one business day after receiving Processor's oral or written request. Without limiting Processor's remedies, Merchant's failure to deposit any deficiency on time will permit Processor, without advance notice, to suspend or cease processing additional Transaction Receipts and Credit Transaction Receipts. Processor will give Merchant written notice of any suspension or cessation of processing.

13.5 Additions to Reserve Account. If Processor has reason to believe that Merchant may be liable to customers or to Processor for Chargebacks exceeding the balance in the Reserve Account, Processor or Member Bank may: (a) immediately place in the Reserve Account provisional credits or payments otherwise due to Merchant and/or stop processing transactions for Merchant until such time as the extent of Merchant's obligations to Processor and Member Bank, or Merchant's liability for Chargebacks, or Merchant's liability to customers are known, and Processor no longer deems itself insecure, and/or (b) demand from Merchant an amount that in Processor's judgment is needed to ensure payment of Merchant's obligations and liabilities. Merchant's failure to pay any amount will permit Member Bank or Processor or its designated representative to terminate the Merchant Agreement immediately without advance notice.

13.6 Reserve Account After Merchant Agreement Terminates. Processor or Member Bank may continue to hold or deposit funds in the Reserve Account after termination of the Merchant Agreement, regardless of whether termination is by Merchant, Processor or Member Bank. Upon termination of the Merchant Agreement by Merchant, Processor or Member Bank, Processor and Member Bank may retain sufficient funds to satisfy any and all Processing Fees, Chargebacks, Credit Transaction Receipts, Damages, and any and all additional fees, and sums sufficient to reimburse Processor and Member Bank for the amount of any liability assessments and charges due the Card Associations or other obligations or liabilities arising or, in Processor's or Member Bank's discretion, likely to arise under the terms of the Merchant Agreement. If no funds have been deposited into the Reserve Account before termination, Processor, at Processor's option, may notify Merchant to deposit funds into the Reserve Account upon termination of the Merchant Agreement. All provisions which apply to a pre-termination Reserve Account will apply after termination, including replenishment of deficiencies. The funds will be held by Processor and Member Bank or its designated agent for a period of not less than one hundred eighty days from the date of the last Transaction, including, but not limited to a Chargeback, processed under the Merchant Agreement, plus the period of any warranty, guarantee, and/or return policy on goods and/or services sold. Processor and Member Bank will turn over the balance in the Reserve Account to Merchant after Processor reasonably determines that the risk of Chargebacks, Processing Fees or Merchant's liabilities or obligations under the Merchant Agreement has ended and after deducting all amounts that Merchant owes to Processor and Member Bank under the Merchant Agreement or any other agreement.

14. SECURITY INTEREST.

14.1 Merchant's Grant of Security Interest.

(a) To secure Merchant's performance of its obligations under this Merchant Agreement, and any other agreement with Processor or Member Bank, Merchant grants Processor and Member Bank a security interest in each Transaction and its proceeds, provisional credits, the Settlement Account, the Reserve Account (without in any way suggesting that Merchant has ownership interest or property rights in the Reserve Account), and any other deposit account of Merchant with a financial institution, whether now existing or established in the future, and in the proceeds of all those accounts, any funds due to Merchant from Processor or Member Bank and any of Merchant's property held by Processor or Member Bank. Processor and Member Bank may enforce these security interests without notice or demand. The security interests granted under this Merchant Agreement will continue after the Merchant Agreement terminates, until Merchant satisfies all its obligations to Processor and Member Bank.

(b) Furthermore, and with respect to any security interests granted herein, Processor and Member Bank will have all rights afforded under the Uniform Commercial Code, as the same may, from time to time, be in effect in the State of Georgia; provided, however, in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of the security interests granted herein is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of Georgia, then Processor and Member Bank will have all rights afforded under the Uniform Commercial Code as in effect from time to time in such other jurisdiction for purposes of the provisions

relating to such attachment, perfection or priority of the security interests, as well as other applicable law.

14.2 Perfection of Security Interest. Upon request of Processor, Merchant will execute one, or more financing statements or other documents to evidence the security interests granted to Processor and Member Bank under this Section 14. Merchant shall cooperate with Processor in obtaining any control agreement or similar agreement with a depository bank necessary to perfect the security interests granted herein. In addition, Merchant agrees that its signature on the Merchant Application will be considered Merchant's signature agreeing to any control agreement as defined in Article 9 of the Uniform Commercial Code among Merchant, Processor, Member Bank and any other financial institution under which Processor, Member Bank, Merchant and any other financial institution agree to the disposition of funds in the Settlement Account, the Reserve Account or any other deposit account without further consent by Merchant.

15. CUSTOMER CLAIMS. To the extent that Processor or Member Bank has paid or may become liable for a Chargeback or Credit Transaction Receipt, Merchant will be obligated to reimburse Processor and Member Bank for any sums Processor or Member Bank pays or for which Processor or Member Bank is liable. If Merchant does not reimburse Processor or Member Bank, Processor and Member Bank will have all of the rights and remedies of Cardholders, including the Cardholders' rights under 11 U.S.C. §507(a)(6). Processor and Member Bank may assert any claim on behalf of a Cardholder individually or on behalf of all Cardholders as a class.

16. PROCESSING FEES.

16.1 Fee Schedule. Merchant will pay Processing Fees in the amount specified in the Fee Schedule attached to the Merchant Application or as otherwise provided for in this Merchant Agreement or an Addendum thereto. Monthly recurring Processing Fees will be assessed upon approval of the Merchant Application. Processor may amend, supplement, modify, or increase the Processing Fees, including, without limitation, introducing new products or services, pursuant to Section 10.1 of this Merchant Agreement.

16.2 Card Association Actions. Processor will not be required to provide Merchant with fifteen days' notice of an increase in Processing Fees in the event that any Card Association, or any other entity having such authority takes any action that increases the Processing Fees.

16.3 Government and Regulatory Actions. Processor will not be required to provide Merchant with fifteen days' notice for any increase in Processing Fees resulting from any fine, charge, fee or cost incurred in connection with any state, federal or other regulatory action, change in laws or regulations or escheatment of Merchant's funds.

16.4 Payment. Processing Fees and other service charges, obligations or liabilities owed by Merchant to Processor or Member Bank under the Merchant Agreement may be deducted by Processor or Member Bank from amounts due Merchant, or from the Settlement Account or from the Reserve Account. Merchant will pay the amounts due by the next business day if sufficient funds are not available in the Settlement Account.

17. INDEMNIFICATION; LIMITATION OF LIABILITY; WARRANTY.

17.1 Indemnification. Merchant shall indemnify each of Processor and Member Bank, including their respective officers, directors, employees, independent sales organizations ("ISOs"), and agents, against and hold them harmless from any and all claims, demands, settlements, losses, damages, liabilities, costs and expenses of any kind (including reasonable attorney's fees) of any party arising from or based upon any actual or alleged act or omission of Merchant, Merchant's employees, Merchant's designated representatives or agents, Merchant Servicers or Merchant's Agent(s) in connection with or arising out of this Merchant Agreement, the duties to be performed by Merchant pursuant to the Merchant Agreement, any Transactions which Merchant submits to Processor (including Chargebacks), or Merchant's actual or alleged violation of the Operating Rules or any Requirements of Law. In the event that Processor or Member Bank is made a party to any litigation, proceeding, arbitration, bankruptcy proceeding, or other legal process (collectively "Actions") commenced by any third party, Merchant shall protect and hold each of Processor and Member Bank harmless from and with respect to the Actions and shall indemnify such party from and against all costs, expenses, and attorney's fees, including in-house legal fees, incurred or paid in connection with the Action, together with any judgments, settlements, losses, damages or other liabilities. Merchant shall indemnify, defend, and hold harmless each of Processor and Member Bank from and against any actual or alleged hacking, infiltration, or compromise of Merchant's systems or the systems of Merchant, Merchant Servicers or Merchant's Agent(s), designated representatives, or other agents.

17.2 Limitation of Liability. Each of Processor and Member Bank will not accept responsibility for errors, acts, or failure to act by others, including but not limited to, Merchant Servicers, Agents, third party suppliers of software, equipment or services; or, banks, communication common carriers, data processors or clearinghouses through which transactions may be passed, originated and/or authorized. Each of Processor and Member Bank will not be responsible for any loss, liability or delay caused by fires, earthquakes, war, civil disturbances, power surges or failures, acts of governments, acts of terrorism, labor disputes, failures in communication networks, legal constraints or other events beyond the control of Member Bank or Processor. Each of Processor and Member Bank undertakes no duties to Merchant other than the duties expressly provided for in the Merchant Agreement, and any and all other or additional duties that may be imposed upon Processor or Member Bank in law or equity are hereby irrevocably waived and released to the maximum extent permitted by law. **IN ANY EVENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE CUMULATIVE LIABILITY OF EACH OF PROCESSOR AND MEMBER BANK, AS WELL AS THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, TO MERCHANT, WHETHER ARISING IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, SHALL NOT**

EXCEED THE LESSER OF \$10,000 OR, THE AMOUNT EQUAL TO THE AGGREGATE OF MONTHLY NET PROCESSING FEES PAID BY MERCHANT IN THE THREE MONTH PERIOD PRIOR TO THE MONTH THAT THE INCIDENT GIVING RISE TO LIABILITY OCCURRED.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PROCESSOR OR MEMBER BANK OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR EXEMPLARY DAMAGES OR FOR ANY INTERRUPTION OR LOSS OF USE, DATA, BUSINESS OR PROFITS, WHETHER OR NOT SUCH LOSS OR DAMAGES WERE FORESEEABLE OR PROCESSOR OR MEMBER BANK WAS ADVISED OF THE POSSIBILITY THEREOF AND REGARDLESS OF WHETHER ANY LIMITED REMEDY HEREIN FAILS OF ITS ESSENTIAL PURPOSE.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PROCESSOR AND MEMBER BANK SPECIFICALLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHT WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PROCESSOR AND MEMBER BANK DO NOT GUARANTEE OR WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

18. NOTICES. Each notice required by the Merchant Agreement will be in writing (hard copy or electronic), except as otherwise stated in the Merchant Agreement, and will be effective when delivered, (a) to Member Bank at the address designated on the Merchant Application, and the return address on Merchant's Card processing statements, (b) to Processor at the address designated on the Merchant Application and (c) to Merchant at Merchant's address to which Processor mails Merchant's statements or at the electronic mail address provided by Merchant in the Merchant Application, or at such other address as any party may provide by written notice to the other parties. Any address Merchant designates may also be the address to which Processor mails Merchant's statements. Where applicable, delivery by facsimile transmission or electronic mail will be considered effective when the sender receives electronic confirmation of the transmission.

19. GEORGIA LAW; JURISDICTION; VENUE. Merchant's offer to enter into this Merchant Agreement is made in Muscogee County, Georgia; this Merchant Agreement shall be performed by Merchant in Muscogee County, Georgia and governed by Georgia law, excluding its conflict of laws rules. Merchant and Guarantor agree to bring any claim or action relating to the Merchant Agreement in binding arbitration as set forth in Section 20.2 below. Any matters not otherwise subject to arbitration (such as, by way of example only, injunctive relief, action to recover any monetary losses or damages from unpaid obligations of the Merchant under the Merchant Agreement, or claims to enforce an arbitration award), shall be brought in the state or federal courts located in Muscogee County, Georgia. All parties irrevocably and unconditionally submit to the jurisdiction of such courts with respect to any such action. In the event that Processor or Member Bank is required to resolve a dispute with Merchant that requires any action under this provision, Merchant hereby agrees and consents to receive service of process by certified mail.

20. ATTORNEY FEES; ARBITRATION; CLASS ACTION WAIVER.

20.1 Attorney Fees. Merchant and/or Guarantor will be liable for and will indemnify and reimburse Processor and Member Bank for all attorneys' fees, including in-house legal fees, and other costs and expenses paid or incurred by Processor and Member Bank in the enforcement of this Merchant Agreement or in matters relating to this Merchant Agreement, or arising from any breach by Merchant of this Merchant Agreement, or any other wrongdoing by Merchant or Guarantor. In the event Processor or Member Bank must engage in any recovery or collection efforts to collect any amounts due from Merchant to Processor or Member Bank, Merchant will reimburse Processor and Member Bank for all fees and expenses incurred in such collection, plus reasonable administrative fees and expenses.

20.2 Arbitration.

NOTE: PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS AND THE RESOLUTION OF DISPUTES

ANY DISPUTE OR CLAIM ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT OR THE RELATIONSHIPS WHICH RESULT FROM THIS AGREEMENT SHALL BE RESOLVED BY BINDING ARBITRATION, RATHER THAN IN COURT. ARBITRATION DOES NOT PROCEED BEFORE A JURY AND MAY INVOLVE MORE LIMITED DISCOVERY THAN A COURT PROCEEDING. ANY ARBITRATION UNDER THIS AGREEMENT WILL ONLY BE ON AN INDIVIDUAL BASIS. CLASS ARBITRATIONS, CLASS ACTIONS, PRIVATE ATTORNEY GENERAL ACTIONS, AND CONSOLIDATION WITH OTHER ARBITRATIONS ARE NOT PERMITTED.

The arbitrator's award or decision will not affect issues or claims involved in any proceeding between Processor or Member Bank and any person or entity who is not a party to the arbitration. The arbitrator may award monetary, declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. The arbitrator's award, if any, will not apply to any person or entity that is not a party to the arbitration. However, nothing in this Section or Merchant Agreement shall preclude any party from bringing issues to the attention of federal, state or local agencies. Such agencies can, if the law allows, seek relief on your behalf.

Further, notwithstanding the foregoing, nothing in this Section or this Merchant Agreement prohibits a party from applying to a court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other equitable relief.

The Federal Arbitration Act (9 U.S.C. § 1 et seq.) governs the interpretation and enforcement of the arbitration provisions of this section. Arbitration will be administered by JAMS (www.jamsadr.com). For claims greater than \$250,000, the JAMS Comprehensive Arbitration Rules and Procedures in effect at the time the arbitration is commenced will apply (if no such rules are in effect, JAMS default arbitration rules shall apply). For claims equal to or less than \$250,000, the JAMS Streamlined Arbitration Rules and Procedures in effect at the time the arbitration is commenced will apply (if no such rules are in effect, JAMS default arbitration rules shall apply). Unless the arbitrator(s) determine that justice or fairness require otherwise: (i) any arbitration will proceed in Muscogee County, Georgia (although, for the convenience of the Merchant or Guarantor (as applicable), any party or its counsel may participate telephonically); and (ii) the arbitrator(s) will oversee limited discovery, taking into account the amount in controversy and the parties' desire to keep proceedings cost-effective and efficient. Any decision rendered in any arbitration proceeding shall be final and binding on each of the parties to the arbitration and judgment may be entered thereon in any court of competent jurisdiction. The parties will maintain the confidential nature of the arbitration proceeding except as may be necessary to enforce any award or to comply with applicable law.

If the total damage claims in an arbitration are \$10,000 or less, not including Merchant's attorney fees ("Small Arbitration Claim"), the arbitrator may, if the MERCHANT, prevails, award the Merchant reasonable attorney fees, expert fees and costs (separate from Arbitration Costs as defined below), but may not grant Processor its attorney fees, expert fees or costs (separate from Arbitration Costs) unless the arbitrator determines that the Merchant's claim was frivolous or brought in bad faith. In a Small Arbitration Claim case, Processor will pay all arbitration filing, administrative and arbitrator costs (together, "Arbitration Costs"). The Merchant must submit any request for payment of Arbitration Costs to JAMS at the same time the Merchant submits its Demand for Arbitration. However, if the Merchant wants Processor to advance the Arbitration Costs for a Small Arbitration Claim before filing, Processor will do so at the Merchant's written request which must be sent to Processor at the address in Section 18 above.

If the Merchant's total damage claims in an arbitration exceed \$10,000, not including the Merchant's attorney fees ("Large Arbitration Claim"), the arbitrator may award the prevailing party its reasonable attorneys' fees and costs, or it may apportion attorneys' fees and costs between the Merchant and Processor (such fees and costs being separate from Arbitration Costs). In a Large Arbitration Claim case, if the Merchant is able to demonstrate that the Arbitration Costs will be prohibitive as compared to the costs of litigation, Processor will pay as much of the Arbitration Costs as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive.

Merchant hereby agrees that claims applicable to American Express may be resolved through arbitration as further described in the American Express Merchant Requirements Guide (the "American Express Guide").

A court, not the arbitrator, will decide any questions regarding the validity, scope and/or enforceability of this Section

20.3 Class Action Waiver.

NOTE: PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS AND THE RESOLUTION OF DISPUTES

MERCHANT AND GUARANTOR (IF APPLICABLE) ACKNOWLEDGE AND AGREE THAT ALL DISPUTES ARISING OUT OF OR RELATED TO THIS MERCHANT AGREEMENT SHALL BE RESOLVED ON AN INDIVIDUAL BASIS WITHOUT RESORT TO ANY FORM OF CLASS ACTION AND SHALL NOT BE CONSOLIDATED WITH THE CLAIMS OF ANY OTHER PARTIES.

21. FINAL AGREEMENT. This Merchant Agreement and all applicable Addenda attached hereto, is the complete and final agreement between Merchant, Processor and Member Bank for the Card Program services covered by this Merchant Agreement and supersedes all prior or contemporaneous negotiations, stipulations or agreements between them with respect thereto. In the event of any conflict or inconsistency between this Merchant Agreement and any other agreement between Processor or any of its affiliates and Member Bank or any of its affiliates (but not Merchant), such other agreement shall control with respect to such conflict or inconsistency. If any provision of this Merchant Agreement is invalid or unenforceable, the other provisions remain effective.

22. SEVERABILITY. If any term or provision of this Merchant Agreement is found to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Merchant Agreement, but such terms or provisions shall be deemed modified to the extent necessary to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth. No part or portion of 20.2 (Arbitration) or Section 20.3 (Class Action Waiver) shall be deemed so integral to either this Agreement as a whole, or to the remaining parts or portions of Sections 20.2 or 20.3 hereof, that the unenforceability of that part or portion should have any impact on or render the remainder unenforceable.

23. CONTINUING GUARANTY.

23.1 As a primary inducement to Processor to enter into the Merchant Agreement, and to approve the Merchant Application of Merchant, the Guarantor(s), individually and severally, who signed on the Guarantor signature line(s) on the Merchant Application, agree to be bound by all terms and provisions of the Merchant Agreement to the same extent and in the same manner as Merchant, and unconditionally and irrevocably, personally guarantee the continuing full and faithful performance and payment by Merchant of each and all of

Merchant's duties and obligations to Processor and Member Bank under the Merchant Agreement or any other agreement currently in effect or in the future entered into between Merchant or its principals and Processor or Member Bank, as such agreements now exist or are amended from time to time, with or without notice to Guarantor(s).

23.2 Merchant and Guarantor(s) further agree to be bound by the terms and provisions of any Merchant Agreement between Processor or Member Bank and any Merchant Affiliate, regardless of whether such agreement currently exists or is executed, amended or supplemented at some future date. Merchant and Guarantor(s) unconditionally and irrevocably guarantee the full payment and performance of each and all duties and obligations owed to Processor or Member Bank by Merchant Affiliate pursuant to any Merchant Agreement. The provisions of Section 23.3 apply to the guarantee by Merchant and Guarantor(s) of the Merchant Affiliate's obligations to Processor or Member Bank under any Merchant Card Processing Agreement.

23.3 Guarantor(s) understands that Processor, without notice to Guarantor(s), may from time to time renew or extend the Merchant Agreement, modify rates, limits, charges and fees, or modify the amount or type of services provided to Merchant all of which may increase the Guarantor's obligations under this Guaranty. Guarantor(s) further understands that Processor may proceed directly against Guarantor(s) without first exhausting Processor's remedies against Merchant, any other person or entity responsible to Processor or any security held by Processor. This Guaranty is a continuing guaranty and will not be discharged or affected by the release or discharge of Merchant or the death of the Guarantor(s). This Guaranty will bind all heirs, administrators, and representatives of the Guarantor(s) and may be enforced by or for the benefit of any successor of Processor. To the fullest extent permissible under applicable law, Guarantor(s) waives any and all rights of subrogation, reimbursement or indemnity derived from Merchant, all other rights and defenses available to Merchant, and all other rights and defenses available to Guarantor(s). This Guaranty may not be otherwise revoked, suspended, withdrawn or terminated without the express written consent of Processor.

24. **AUTHORIZED USERS.** To the extent Merchant is granted electronic access to any systems or portals of Processor, Merchant shall be responsible for (i) ensuring that only authorized users of such systems or portals access the same; (ii) keeping all logins, user names, and passwords confidential; and (iii) promptly notifying Processor of any unauthorized access of such logins, user names, or passwords; and (iv) all actions taken by anyone using such access, logins, user names, or passwords, even if such actions were not authorized by Merchant.

25. **TAXES.** Merchant shall be solely responsible for the calculation, collection, and remittance of any sales tax imposed by any government authority in connection with the provision of Merchant's goods or services. Unless Merchant is otherwise exempt (and can prove such exemption to Processor's satisfaction), Merchant agrees to pay all taxes imposed on the services, equipment, or other property provided to Merchant pursuant to this Agreement.

26. **RELATIONSHIP OF THE PARTIES.** Merchant designates Processor as its agent to receive payments for transactions processed pursuant to this Card Services Agreement. Processor, however, shall not be considered a partner or fiduciary to Merchant, and nothing in this Merchant Agreement or the rendition of services related to this Merchant Agreement shall be deemed to create a joint venture, partnership, or fiduciary relationship between or among the parties. Rather, the relationships between Member Bank and Merchant, and between Processor and Merchant, are arm's length commercial relationships.

27. PRODUCTS AND SERVICES.

Important Note: Merchant acknowledges and agrees that Member Bank and its affiliates have no obligation or liability whatsoever for: (1) the Products and Services described herein, (2) any actions or omissions of Processor with respect to these Products and Services, or (3) any claims or disputes arising out of the foregoing.

27.1 If Merchant elects to receive any of the ancillary Products and Services listed on the Merchant Application (including but not limited to the Guardian Suite (and its related products), Payment Acceptance Applications (WebPASS, Multi-PASS, and/or Hosted Payments), and TransLink Insights either in various packages or on a product by product basis, Merchant agrees to the following terms applicable to the relevant software licenses (collectively, the "Licensed Software"). Use of the Licensed Software is limited to Merchant's internal business purposes. Title to and ownership of the Licensed Software remains with Processor and its suppliers. Merchant may not (a) alter or modify the Licensed Software, (b) reverse engineer, decompile, disassemble, or in any way attempt to derive the source code for the Licensed Software, or (c) transfer the Licensed Software to any third party or make the Licensed Software available to any third party as part of any time-sharing or service bureau arrangement. Merchant will not export or re-export the Licensed Software without the appropriate United States or foreign government licenses. All express and implied warranties regarding the Licensed Software by Processor and its suppliers to Merchant are disclaimed. For U.S. Government End Users: The Licensed Software is a "commercial item," as that term is defined at 48 C.F.R. 2.101 (OCT 1995), and more specifically is "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (SEPT 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (JUNE 1995), the Licensed Software is provided to U.S. Government end users (a) end as a commercial end item, and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. The Licensed Software is only offered on terminals capable of supporting it.

27.2 **GENIUS POS.** Subject to the terms and conditions of this Agreement and the Terms of Use and Privacy Policy located within the Genius POS Software and associated portals and web pages (the "Platform"), including without limitation payment of the fees as set forth in this Agreement, Processor hereby grants to Merchant a limited, revocable, non-

exclusive, non-transferable, non-sublicensable license to utilize (and allow for the utilization by designated employees and agents) the Genius POS Platform only on an as-is basis, for the sole and exclusive purpose of internally operating the products in the normal course of Merchant's business, and as expressly stipulated under this Agreement (the "Platform License"). Merchant acknowledges and agrees that the Platform provided under this Agreement and all intellectual property provided, embodied, or used in association therewith, including without limitation all trademarks, service marks, logos, software, designs, templates, encryption algorithms, copyrights, and other proprietary rights, and any documentation related to any of the foregoing (collectively, "Intellectual Property Rights"), are and shall remain solely and exclusively owned by Processor (or other third party owner as the case may be). Merchant shall have no right to market, distribute, sell, assign, pledge, sublicense, lease, deliver, or otherwise transfer the Platform or any component thereof, to any third party. Merchant shall not, and shall not permit any third party to, use the Platform directly or indirectly to provide a time-sharing or subscription service to any third party or to function as a service bureau or application service provider. Merchant shall not reverse engineer, decompile, disassemble, translate, modify, alter, create any derivative works based upon, or otherwise change the Platform or any part thereof, or determine or attempt to determine any source code, algorithms, methods or techniques embodied in the Software included in the Services, or any Application Programming Interfaces "API(s)" or any part thereof, or access or use the Platform or the APIs in any way except via access provided through use in accordance with the Processor documentation and the terms of the Agreement. Merchant shall comply with the Terms of Use and Privacy Policy (as updated from time to time), all security and operational requirements, policies, and procedures relating to the Platform as specified in the documentation related thereto and as may be otherwise communicated or provided by Processor. Merchant shall use the Platform solely in the conduct of its business and in compliance with all laws, rules, and regulations of every governmental authority or card association having jurisdiction over Merchant or any of the foregoing.

27.3 **GENIUS GIFT CARD PROGRAM.** *Important Note: Merchant acknowledges and agrees that Member Bank and its affiliates have no obligation or liability whatsoever for: (1) the Products and Services described herein, (2) any actions or omissions of Processor with respect to these Products and Services, or (3) any claims or disputes arising out of the foregoing.*

Subject to the terms and conditions set forth in this section, Processor shall provide for the electronic processing of transactions made with approved Cards. As used in this section, "Gift Cards" are promotional, reward, prepaid, gift cards, and/or other related cards approved by Processor to operate on the Processor electronic card processing system ("Card System"). Processor shall electronically confirm that the holder of a Gift Card ("Cardholder") activating the Gift Card transaction through the Merchant has an active account on the Card System in which there are sufficient funds or value that can be removed to pay for such Cardholder's purchases, or on which value can be added. The services to be rendered by Processor in accordance with this section are referred to hereafter as the "Services." The Services are not intended to include consultative services of any form including those related to payroll taxes and labor laws or unclaimed property compliance and Merchant maintains all responsibility for its compliance with federal, state and local labor laws and state unclaimed property laws.

Subject to the terms and conditions set forth in this section, the Merchant agrees:

- i. to supply to Processor all information and data reasonably required or requested by Processor to perform the Services;
- ii. to maintain all Processor-related transaction records and other records required by law or regulation;
- iii. to obtain, operate and maintain at its own expense the electronic point of sale processor(s) and other system equipment necessary for the Merchant's Gift Card Program ("Program");
- iv. to comply with all policies and procedures applicable to the Program;
- v. to procure all physical Gift Card stock and associated collateral materials for the Program from Processor approved vendor(s) that have the capacity to deliver supplies required to support the Program and which will interface and function on the Card System;
- vi. to maintain its computer system's connection to the Card System via the required network configuration as per this section, and to be responsible for the accuracy and adequacy of all data transmitted by it or on its behalf for Gift Card processing by Processor or for storage of information on the Card System;
- vii. to provide immediate notification of any unauthorized transactions or fraud losses, and to assist Processor in any subsequent investigation or response, including deactivating or otherwise removing all value from Gift Cards that have been compromised;
- viii. to comply with all federal, state and local laws and regulations relating to the Services or this section, including, without limitation, consumer protection, security and privacy of personally identifiable information, financial transaction, prepaid program, and escheatment laws and regulations, and Merchant acknowledges and agrees that Processor is not responsible for Merchant's compliance with such escheatment or other laws or regulations. Merchant shall implement any policies and procedures required of Merchant as part of such compliance obligations and make such policies available to Processor upon request;
- ix. to limit Gift Card values to two thousand dollars (\$2,000) or less, with a default maximum load amount of five hundred dollars (\$500), and prohibit the sale of more than ten thousand dollars (\$10,000) in Gift Cards to any individual in a given day; and
- x. that Processor shall be Merchant's exclusive provider of the Services at each of Merchant's locations for so long as the Merchant Agreement is in effect.

Merchant grants Processor a non-exclusive license to use Merchant's name, logo, trademark, service marks, copyrights, graphics and similar content or any other proprietary classification of Merchant or its affiliates in any advertising, promotional or instructional materials provided by or for Processor, including use associated with Gift Card production and fulfillment and hosting of the websites related to the Services, where applicable. Upon written acceptance of the Merchant Agreement, Processor will supply Merchant with a copy of its information and procedures for enabling the Merchant to connect its computer system to the Card System. The Merchant understands that such information and procedures may be amended by Processor at any time upon notice to the Merchant, and agrees that it may be required to comply with amended information and procedures, at its own expense, in order to continue access to the Card System. The Merchant understands and agrees that in the event the Card System is down and not able to verify transactions for customers, or in the event Merchant's system is offline or otherwise processing transactions while not connected to the Card System appropriately as per this section, Processor will not process Gift Card transactions and Merchant acknowledges and agrees that Processor shall not be responsible for lost profits, lost sales, or any other damage, loss, liability, consequential damage, expense, claim or obligation arising from Card System downtime. The Merchant shall have no interest whatsoever, including copyright interests, franchise interests, license interests, patent rights, property rights or other interest in the Solutions provided by Processor or Processor's software or equipment. This Gift Agreement is not to be construed as granting to the Merchant any patent rights or patent license in any patent which Processor may obtain with respect to the Services or Processor's software or equipment. The Merchant will make no attempt to duplicate or otherwise ascertain the components, circuit diagrams, logic diagrams, flow charts, source and object code, schematics or operation of, or otherwise attempt to reverse engineer any Processor-provided equipment or software.

WIDGET APPLICATION LICENSE. Processor will provide Merchant with the Widget Application for the sole and limited purpose of embedding the Widget Application for gift card registration functionality on Merchant website for use by Merchant's customers. The term "Widget Application" means, as applicable, the Software Development Kit, application programming interface information, data, software code, specifications, plug-ins, plans, computer software, screen layouts, flow charts, drawings and any other materials, documents and information available through the Widget Application including Widget Content, and any upgrades thereto. "Widget Content" includes the fields which facilitate gift card registration and include consumer registration, balance inquiry and history, password management, profile management, credit card management, merge cards, load, automatic reload and any future enhancements for the use by Merchant's customers that Processor may develop.

1. **License Grant.** Subject to Merchant's compliance with the terms of this section, Processor grants Merchant a non-exclusive, non-transferable, limited and revocable license (without the right to sublicense) to use and publicly display the Widget Application by embedding it on Merchant's Website solely for use by Merchant's customers to access and use gift card registration functionality. This license is limited only to the right to embed the Widget Application on Merchant's website and does not provide Merchant with any rights in the Widget Application itself. Upon termination of the Merchant Agreement, Merchant will cease to have access to the Widget Application and all of Merchant and Merchant's customers' rights set forth in this section will cease.

2. **License Restrictions.** Except as permitted in this Agreement, Merchant's use of the Widget Application shall be subject to the following restrictions:

- Merchant agrees to use the Widget Application only in accordance with the license set forth herein;
- Merchant shall not cause the Widget Application, or any part thereof, in any way to be disassembled, decompiled or reverse-engineered, nor shall any attempt to do so be undertaken or permitted;
- Merchant shall not assign, sell, rent, sublicense, or lease any portion of the Widget Application to any third party;
- Merchant shall not (i) modify, (ii) create derivative works of or (iii) use for general application development purposes the Widget Application, or any part thereof;
- Except as otherwise expressly permitted by Processor in this section, or as otherwise approved by Processor in writing, Merchant shall not use any Open Source Materials in conjunction with the Widget Application, in any manner that would cause the Widget Application to be subject to any licensing terms or obligations applicable to Open Source Materials. For the purposes of the preceding sentence, the term "Open Source Materials" means any software that is subject to terms that, as a condition of use, copying, modification or redistribution, require such software and derivative works thereof to be disclosed or distributed in source code form, to be licensed for the purpose of making derivative works, or to be redistributed free of charge, including, without limitation, software distributed under the GNU General Public License or GNU Lesser/Library GPL.
- Cause the Widget Application to be distributed, streamed, embedded or displayed on a third party web site or service that (i) causes, controls, encourages, induces, facilitates, promotes or advertises activities, products or services that are illegal (including the illegal copying or unauthorized distribution of third party copyrighted material), violent, defamatory or discriminatory; (ii) displays or advertises pornography, including sexually explicit images; (iii) sells or advertises products or services for alcohol, tobacco, firearms, gambling, or feminine hygiene products; (iv) endorses any religious cause, political position or political candidate; or (v) engages in any activities that may be deemed objectionable by Processor in its sole discretion, including linking to objectionable web sites.
- Merchant may not display the Widget Application on any site that disparages Processor or its products or services.

• Merchant may not use the Widget Application in any unlawful manner, for unlawful purpose or in any manner inconsistent with this Agreement and, in all instances, consistent with those laws related to data security as well as privacy.

3. **API Keys.** In order to access the Widget Application, Processor may require Merchant to register for a unique security key or other security mechanism that will allow Processor to identify and manage Merchant's connection to the Processor platform. Processor may then issue Merchant one or more unique security keys, tokens, passwords and/or other credentials (collectively, "Keys") for accessing the Widget Application. Merchant may only access the Widget Application with the Keys issued by Processor. Merchant may not sell, transfer, sublicense or otherwise disclose Keys to any third party or use such Keys with any third-party product or service; provided, however, Merchant may allow its third party developers to use such Keys to the extent necessary to integrate the Widget Application with Merchant's website, provided however, that Merchant will be responsible for the performance of any third party developer in the same manner as its own performance. Merchant shall be responsible for all activities that occur using its Keys by requesting API keys for testing, production and completing API certification, regardless of whether such activities are undertaken by Merchant or a third party and will notify Processor of any unauthorized use of the Keys.

4. **Link to Widget Content.** Merchant may not display the Widget Application in a manner that does not permit successful linking to, redirection to or delivery of the applicable Widget Content. Merchant may not insert any intermediate page, splash page or other content between the Widget Application and the applicable Widget Content. The link code provided must be used in its entirety and may not be stripped out upon embedding.

5. **Modifications.** Merchant acknowledges and agrees that Processor retains the right to modify and release subsequent versions of the Widget Application. Merchant agrees to use best web development practices and acknowledges that it is the responsibility of Merchant, not Processor, to make changes necessary to accommodate Merchant's website design. Merchant may be required to obtain and use the most recent version of the Widget Application in order for Merchant's website to continue to be compatible with Processor's gift card registration platform. The features, functionality, form and components of the Widget Application may change without prior notice to Merchant, provided however, that Processor agrees to use reasonable commercial efforts to make future versions of the Widget Application compatible with Merchant's website. The Widget Application is currently provided on a royalty free basis, but Processor reserves the right, upon 30 days advance written notice, to charge for the Widget Application (or additional features or functionality) in the future.

6. **Support Acknowledgement.** Processor agrees to use reasonable commercial efforts to provide Merchant and/or its merchant's reasonable support, software upgrades or updates, enhancements or modifications to the Widget Application at Processor's discretion ("Support").

7. **Privacy Policy.** Any information Merchant provides to Processor through the Widget Application is subject to Processor's Privacy Policy located at www.tsys.com.

8. **Merchant's Consumers.** Merchant shall provide its consumers with Terms and Conditions that outline the widget application. The Terms and conditions shall adhere to applicable law, including but not limited to can-spam and shall include online data collection and usage Terms that apply to the website and online services and adhere to Processor's Privacy Policies.

9. **Intellectual Property Rights.** All applicable common law and statutory rights, title and interest in Processor's systems, networks, platforms, software, hardware, Widget Application or other material owned by Processor, including, but not limited to, rights in confidential and trade secret material, object code, source code, trademarks, service marks, patents and copyrights, will be Processor's sole property.

10. **Disclaimer.** Merchant acknowledges and agrees that the Widget Application is provided "as is" and without warranty of any kind. Processor expressly disclaims all warranties and conditions of any kind, whether express or implied, including, but not limited to, the implied warranties of title, merchantability, fitness for a particular purpose and non-infringement. Processor does not warrant that the Widget Application will meet Merchant's requirements or that the Widget Application is compatible with any particular hardware or software platform. Merchant further agrees that Processor is not responsible for, and expressly disclaims all liability arising out of, exploitation of security vulnerabilities in non-Processor technologies (such as APIs and plugins), even when those security vulnerabilities cause harm through, or by way of, the Widget Application.

27.4 **PAY APP. Important Note: Merchant acknowledges and agrees that Member Bank and its affiliates have no obligation or liability whatsoever for: (1) the Products and Services described herein, (2) any actions or omissions of Processor with respect to these Products and Services, or (3) any claims or disputes arising out of the foregoing.**

The "Pay App Product" means the software application of Processor referred to as Pay App, including any updates, enhancements, patches, bug fixes, and different versions as may be provided from time to time. Processor grants Merchant a revocable, non-exclusive, non-transferable, non-sublicensable license to install and use the application client of Processor used for downloading and installing the Pay App Product, including any updates, enhancements, patches, bug fixes, and different versions as may be provided from time to time (the "Downloader") in object code format on computer systems under its control to: (i) install the Pay App Product on payment processing hardware and/or (ii) integrate the Pay App Product with software of Merchant, subject to Merchant entering into a separate agreement with Processor that permits integration of Merchant computer applications with the Pay App Product. The foregoing license is subject to Merchant's compliance at all times with the terms and conditions of this Merchant Agreement and is granted solely for Merchant's own internal use during the term of the Merchant Agreement.

Processor grants Merchant a revocable, non-exclusive, non-transferable, non-sublicensable license to install, use, and distribute the Pay App Product in object code format for purposes of providing hardware and/or software that includes the Pay App Product to Merchant's locations in furtherance of Merchant's rights and performance of its obligations under the Merchant Agreement. The foregoing license is subject to Merchant's compliance at all times with the terms and conditions of this Merchant Agreement and is granted solely for Merchant's own internal use during the term of the Merchant Agreement. Merchant will make the Pay App Product and the Downloader (collectively, the "Software") available to customers electronically. This license, and Merchant's access to the Software, may be terminated by Processor upon written notice to Merchant.

Merchant may not:

- copy or reproduce the Software except as permitted under this Merchant Agreement.
- remove or destroy any copyright, trademark or other proprietary marking or legends placed on or contained in the Software.
- assign, rent, lease, or otherwise transfer the rights granted to Merchant under this Merchant Agreement to any third party.
- adapt, translate, reverse engineer, decompile, or disassemble the Software or allow any third party to do so.

The Software is owned by Processor and its licensors and protected by US and international intellectual property laws and international treaty provisions. All title and interest in and to the Software will remain with Processor or its licensors and no right, license, or interest to any intellectual property of Processor is generated or granted hereunder except as expressly provided herein.

Processor warrants that the Software will perform substantially as described in the specification and documentation provided by Processor for a period of ninety (90) days from delivery of the Software. If the Software does not perform in accordance with the foregoing warranty during the applicable warranty period, Merchant may provide written notice with reasonable detail of the nonconformity and Processor shall at its sole option either make commercially reasonable efforts to correct the deficiencies or replace the defective Software. The foregoing remedy is Merchant's sole and exclusive remedy and Processor's sole obligation with respect to any warranty claim made by Merchant.

EXCEPT AS EXPRESSLY SET FORTH ABOVE, THE SOFTWARE IS PROVIDED STRICTLY ON AN "AS IS" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, COMPANY AND ITS LICENSORS HEREBY DISCLAIM ALL CONDITIONS, REPRESENTATIONS, AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, RELIABILITY, OR INTEROPERABILITY.

The use and exportation of the Software is subject to compliance with all applicable laws and regulations, including the U.S. Export Administration Act, as amended, and the rules and regulations promulgated from time to time thereunder, and the laws of any country or organization of nations within whose jurisdiction Merchant operates or does business. Merchant agrees not to knowingly export or re-export the Software or any part thereof directly or indirectly, without first obtaining required permission to do so from the United States Office of Export Administration and other appropriate governmental agencies. Merchant will not export or re-export, directly or indirectly, the Software: to any country outlined in the EAR nor to any person or entity on the DOC Denied Persons, Entities and Unverified Lists, the U.S. Department of State's Debarred List or on the U.S. Department of Treasury's lists of Specially Designated Nationals, Specially Designated Narcotics Traffickers or Specially Designated Terrorists.

28. GLOBAL PAYMENTS EQUIPMENT AGREEMENT.

Important Note: Merchant agrees Member Bank is not a party to the GLOBAL PAYMENTS Equipment Agreement and has no responsibility under it. Merchant acknowledges and agrees that Member Bank and its affiliates have no obligation or liability whatsoever for: (1) products or services provided under the GLOBAL PAYMENTS Equipment Agreement, or (2) any actions or omissions of TSYIS Merchant Solutions, LLC dba Global Payments ("GLOBAL PAYMENTS") with respect to the GLOBAL PAYMENTS Equipment Agreement. Merchant agrees that any claims or disputes arising out of the foregoing will be resolved without involving Member Bank and that Member Bank is entitled to rely on Merchant's agreements in this Section.

THIS GLOBAL PAYMENTS Equipment Agreement ("EQUIPMENT AGREEMENT"), by and between GLOBAL PAYMENTS, and Merchant, the name of which is set forth in the Agreement, as defined herein, shall become effective as of the date Merchant Application ("Effective Date").

WHEREAS, GLOBAL PAYMENTS and Merchant shall hereinafter be referred to as the "Parties"; and

WHEREAS Merchant desires to purchase or rent equipment from GLOBAL PAYMENTS in order to accept and process specified credit card transactions.

NOW THEREFORE, in consideration of the mutual promises made herein, and other valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

28.1 GLOBAL PAYMENTS agrees to sell or rent to Merchant and Merchant agrees to buy or rent from GLOBAL PAYMENTS the equipment described in the Merchant Application or as added from time to time via Merchant's request through Processor's customer service center. GLOBAL PAYMENTS owns all right, title and interest in all EQUIPMENT rented or sold to MERCHANT hereunder, provided that such right, title and interest will transfer to MERCHANT in the event MERCHANT purchases the

EQUIPMENT. The individual sales representative selling or renting the EQUIPMENT MERCHANT is an employee of GLOBAL PAYMENTS. Merchant's payment for equipment or delivery of the equipment to Merchant will constitute Merchant's acceptance of the applicable following terms and conditions. Payment for equipment and any related fees shall be due and payable on the Effective Date of this EQUIPMENT AGREEMENT if purchasing equipment, monthly if renting, or upon an otherwise agreed upon date or payment schedule. Merchant agrees to pay the fee(s) set out in the Agreement and as added from time to time. Merchant is responsible for all sales, use, excise and other taxes, including penalties and interest, that may result from this transaction. The fees set forth in the Merchant Application related to this EQUIPMENT AGREEMENT are exclusive of any and all applicable taxes or assessments, whether designated as sales taxes, use taxes, ad valorem taxes, GST/HST taxes, VAT taxes or by some other name or designation, and including any interest or penalties thereon, which may be levied or assessed by any governmental or taxing jurisdiction in connection with the performance of services or provision of materials to Merchant by GLOBAL PAYMENTS. In the event of the payment of or for any such tax, assessment or expense by GLOBAL PAYMENTS, Merchant shall in turn pay GLOBAL PAYMENTS for such items. Merchant hereby authorizes GLOBAL PAYMENTS to debit payment from the Merchant's designated account established under the Agreement for items ordered herein if payment does not accompany order.

28.2 Upon payment by Merchant to GLOBAL PAYMENTS of the entire purchase amount required herein, GLOBAL PAYMENTS shall sell, transfer and assign the purchased equipment to Merchant for Merchant's use and benefit. All risks or expenses of loss, damage, or repair to the equipment shall be borne by Merchant upon such transfer of title.

28.3 If Merchant is renting equipment, Merchant agrees to pay Processor a monthly rental fee ("Rental Fee") for the equipment until such time said equipment is returned to GLOBAL PAYMENTS, which will be debited monthly from the Merchant's Settlement Account established under the Agreement or billed separately to Merchant if the Merchant's Settlement Account no longer exists. MERCHANT may return the EQUIPMENT to GLOBAL PAYMENTS at any time during the AGREEMENT, at which time MERCHANT will no longer be responsible for future payments of the RENTAL FEE. If MERCHANT is purchasing the equipment via multiple payments and terminates the EQUIPMENT AGREEMENT prior to completing the monthly purchase payments, then Merchant agrees to immediately pay the remainder of the purchase price or, if Merchant returns the equipment under the conditions specified herein, Merchant agrees to pay GLOBAL PAYMENTS's then current RENTAL FEE for the length of time Merchant had the use of the equipment.

28.4 Merchant agrees to pay the Rental Fee on a per month basis as rental for the EQUIPMENT. GLOBAL PAYMENTS may amend the Rental Fee on thirty (30) days written notice to Merchant. Submission by Merchant of a Transaction after such notice period shall be evidence that Merchant has received the amended Rental Fee and has agreed to such amended Rental Fee. Merchant is supplied with monthly reports by Processor regarding the equipment. It is Merchant's sole responsibility to report any error or discrepancies detected by Merchant in writing to GLOBAL PAYMENTS within ninety (90) days following the end of the monthly reporting period. After such period, Merchant will be deemed to have accepted the monthly reports as delivered.

28.5 The Parties agree to each of the terms and conditions set forth herein and acknowledge that such provisions are binding upon each of them, their successors, heirs and assigns.

28.6 Merchant understands that a telephone jack and other equipment may be required for its phone system to be compatible with equipment at Merchant's expense.

28.7 Upon expiration or termination of the EQUIPMENT AGREEMENT, Merchant agrees to remove the rental equipment from its locations and deliver it to GLOBAL PAYMENTS at Merchant's cost in the same condition as when the rental equipment was installed, normal wear and tear excepted. The Parties agree that the rental equipment is and will remain personal property of GLOBAL PAYMENTS.

28.8 Merchant hereby assumes the entire risk of loss, damage or destruction of the equipment from any cause whatsoever, until the delivery of the rental equipment to GLOBAL PAYMENTS. If the rental equipment is damaged, lost, or not returned to GLOBAL PAYMENTS, Merchant shall, at the option of GLOBAL PAYMENTS, repair the rental equipment at Merchant's expense or pay GLOBAL PAYMENTS the current replacement cost of the rental equipment.

28.9 Merchant hereby grants to GLOBAL PAYMENTS the right, during normal business hours, to enter any location under Merchant's control for the purpose of inspecting, repairing, or replacing rental equipment.

28.10 Merchant shall and does hereby agree to indemnify and hold GLOBAL PAYMENTS, its agents, employees, successors and assigns harmless from any and all liability, damages or loss (including attorney fees and costs) arising out of the ownership, selection, possession, leasing or renting, operation (regardless of where, how and by whom operated), control, use, condition (including, but not limited to, latent and other defects, whether or not discoverable by GLOBAL PAYMENTS) maintenance, delivery and return of the equipment. This indemnification and the obligations contained herein shall survive termination or expiration of EQUIPMENT AGREEMENT.

28.11 Merchant shall keep rental equipment insured against all risks for not less than replacement costs of rental equipment, naming GLOBAL PAYMENTS as an additional insured as its interest may appear.

28.12 If this EQUIPMENT AGREEMENT is terminated, GLOBAL PAYMENTS shall have the right to enter Merchant's locations for the purpose of recovering rental equipment.

28.13 Neither Merchant nor any third party is authorized to make any alterations, repairs or changes including programming changes to rental equipment. Any personal property attached to rental equipment shall become part of the equipment. GLOBAL PAYMENTS

will provide maintenance service to rental equipment during the term of the EQUIPMENT AGREEMENT. Merchant shall not allow any other person or entity to maintain or tamper with rental equipment without the express written consent of GLOBAL PAYMENTS.

28.14 Merchant's rights and remedies hereunder are exclusive and in lieu of all other rights and remedies. GLOBAL PAYMENTS shall not otherwise be liable for any error, omission, delay, loss of data or records or disclosure of confidential information which may occur as a result of, or in any way be connected with, any use of equipment or services provided by GLOBAL PAYMENTS pursuant to this or any other agreement. IN ANY EVENT, GLOBAL PAYMENTS'S LIABILITY TO MERCHANT, WHETHER ARISING IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, SHALL NOT EXCEED THE LESSER OF THE DIRECT LOSS TO MERCHANT OR AN AMOUNT EQUAL TO THE AGGREGATE OF MONTHLY RENTAL FEES PAID TO GLOBAL PAYMENTS BY MERCHANT IN THE SIX-MONTH PERIOD PRIOR TO THE INCIDENT GIVING RISE TO LIABILITY. IN NO EVENT SHALL GLOBAL PAYMENTS BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR EXEMPLARY DAMAGES OR FOR ANY INTERRUPTION OR LOSS OF USE, DATA, BUSINESS OR PROFITS, WHETHER OR NOT SUCH LOSSES OR DAMAGES WERE FORESEEABLE OR GLOBAL PAYMENTS WAS ADVISED OF THE POSSIBILITY THEREOF AND REGARDLESS OF WHETHER ANY LIMITED REMEDY HEREIN FAILS OF ITS ESSENTIAL PURPOSE. GLOBAL PAYMENTS is not responsible for any loss or damages whatsoever sustained by Merchant arising as a result of any acts of God, strikes, flood, weather, shortages of parts or supplies or other events beyond its reasonable control.

28.15 GLOBAL PAYMENTS, NOT BEING THE MANUFACTURER OF THE EQUIPMENT, MAKES NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE EQUIPMENT INCLUDING BUT NOT LIMITED TO: THE MERCHANTABILITY OF THE EQUIPMENT OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; THE DESIGN OR CONDITION OF THE EQUIPMENT; THE QUALITY OR CAPACITY OF THE EQUIPMENT; THE WORKMANSHIP OF THE EQUIPMENT; COMPLIANCE OF THE EQUIPMENT WITH REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION OF CONTRACT PERTAINING THERETO; THE ABSENCE OF ANY INFRINGEMENT OF ANY PATENT, TRADEMARK OR COPYRIGHT; THE ABSENCE OF LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE; THE ABSENCE OF ANY OBLIGATION BASED ON STRICT LIABILITY IN TORT. UPON SALE OF THE EQUIPMENT TO MERCHANT, GLOBAL PAYMENTS HEREBY ASSIGNS, TO THE EXTENT POSSIBLE, ALL WARRANTIES AND RIGHTS OF GLOBAL PAYMENTS WITH RESPECT TO THE EQUIPMENT PROVIDED BY THE MANUFACTURER OF THE EQUIPMENT. GLOBAL PAYMENTS DOES NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE MANUFACTURER'S WARRANTY.

28.16 Except as expressly provided herein, Merchant may not assign its rights or delegate its responsibilities regarding rental equipment under this EQUIPMENT AGREEMENT without the prior written consent of GLOBAL PAYMENTS, which will not be unreasonably withheld.

28.17 The Parties acknowledge and agree that this EQUIPMENT AGREEMENT was, and shall be deemed to have been, made and delivered in Muscogee County, Georgia. The laws of the State of Georgia, without giving effect to its conflicts of law principles, shall govern all matters (whether in contract, statute, tort or however characterized) arising out of or relating to this EQUIPMENT AGREEMENT, including, without limitation, the validity, interpretation, construction, performance and enforcement of the EQUIPMENT AGREEMENT. The Parties agree that, in the event of any dispute regarding, arising out of or relating to this EQUIPMENT AGREEMENT, the courts of the State of Georgia shall have and be vested with personal jurisdiction over the Parties. The Parties further agree that any and all actions, claims, suits or proceedings arising out of or relating (directly or indirectly) to this EQUIPMENT AGREEMENT shall be filed and litigated only in courts located in Muscogee County, Georgia, and such courts shall have exclusive jurisdiction over any action, claims, suit or proceeding arising out of or relating (directly or indirectly) to this EQUIPMENT AGREEMENT. If Merchant brings legal action against GLOBAL PAYMENTS for any reason, Merchant shall commence the action within one (1) year of the date the error or the incident giving rise to such action occurred.

28.18 No delay or failure by either Party to exercise any right under EQUIPMENT AGREEMENT, and no partial or single exercise of that right, shall constitute a waiver of fact or any other right, unless expressly provided herein.

28.19 Neither Party shall be responsible for the costs incurred by the other for negotiating or implementing this EQUIPMENT AGREEMENT and Merchant shall be responsible for installation of the equipment.

28.20 The obligations of all Parties hereto incurred prior to the effective date of termination of EQUIPMENT AGREEMENT shall survive such termination.

28.21 In the event that any portion of EQUIPMENT AGREEMENT shall be held invalid or unenforceable for any reason, it is agreed that any invalidity or unenforceability shall not affect the remainder of the same and the remaining provisions shall remain in full force and effect, and any court of competent jurisdiction may so modify any objectionable provision of the same so as to render it valid, reasonable and enforceable.

28.22 This EQUIPMENT AGREEMENT may only be amended or modified by a subsequent written agreement by and between the Parties hereto.

28.23 Merchant hereby represents that the entering into of this EQUIPMENT AGREEMENT has been duly authorized by Merchant and that this EQUIPMENT AGREEMENT constitutes a legal, valid and binding obligation of Merchant, and is enforceable against Merchant in accordance with its terms.

28.24 This EQUIPMENT AGREEMENT constitutes the entire understandings of Parties as to the subject matter contained herein and supersedes all prior contracts, agreements and negotiations whether oral or written.

CONSENT TO PAPERLESS DELIVERY OF TAX-RELATED DOCUMENTS

Please read this information carefully and print or download a copy for your files.

You may elect to receive tax-related documents from TSYs Merchant Solutions, LLC DBA Global Payments or its affiliates ("Global Payments") via electronic delivery either via email or delivered through a web interface, where you can go to a web site and download the statement. However, IRS guidelines require that you must first review these disclosures and provide your affirmative consent to receiving information in an electronic format. This Consent to Paperless Delivery ("Consent") is effective until withdrawn by you. This is your copy of the Consent.

By agreeing to accept required tax-related documents electronically, you also agree that:

1. Your computer system meets the hardware and software requirements stated below under "System Requirements"; and
2. You will promptly notify Global Payments of any change in your e-mail address by providing your merchant taxpayer identification number and merchant name as it appears on your Form W-9 either by calling Global Payments at (800) 654-9256, or by writing to:

TSYS Merchant Solutions, LLC DBA Global Payments
One Heartland Way
Jeffersonville, IN 47130
c/o IRS Account Maintenance

Consent to Paperless Delivery of Tax-Related Documents

By clicking on the "I have read the Consent and consent to paperless delivery" checkbox, you acknowledge that you have read and understand this Consent, and that you affirmatively consent to receive and acknowledge that you can access, receive, print and retain your tax-related documents (including IRS Form 1099) electronically. You agree that such information may be communicated online by posting notices, disclosures and other communications on our website or by sending such information to you by e-mail. Your consent to receive tax-related documents electronically will be effective until withdrawn (see "Withdrawal of Consent"). If you do not specifically consent to the electronic delivery of tax-related documents by clicking the applicable checkbox, you will continue to receive paper copies of all required tax-related documents, including Form 1099.

Additional Paper Copies

In addition to consenting to and obtaining electronic copies, you may request additional paper copies of your tax-related documents by contacting Global Payments as provided above. Requesting a paper copy of your tax-related documents will not be considered a withdrawal of your consent for paperless delivery. You must formally withdraw consent to begin regularly receiving a paper copy of your future tax-related documents.

Notification of Change to E-mail Address

You agree to notify us promptly if your e-mail address or other account information changes by contacting us as provided above. For information that is required by law to be sent to you, including Form 1099, if we receive an electronic notice that an e-mail is undeliverable due to an incorrect or inoperable e-mail address, we will resend such information via U.S. Postal Service.

Withdrawal of Consent

Withdrawal of consent to paperless delivery is prospective only. Any withdrawal ensures that future tax-related documents will be delivered to you as a paper document, but does not apply to any document that has already been furnished to you electronically. You may withdraw your Consent to paperless delivery by providing written notice either: (1) by mail at the address set forth above; or (2) by email to etaxoptout@tsys.com. Global Payments may take up to 10 business days after receipt to process your request. In each case, state that you are withdrawing consent to paperless delivery of tax-related documents, and provide the merchant's taxpayer identification number and the merchant's name as it appears on its Form W-9.

System Requirements

To access your electronic tax-related documents, you need to be able to read Adobe PDF files. To do this, you must have Adobe Acrobat Reader installed on your computer. It can be downloaded for free at <http://get.adobe.com/reader/>. You also need to have a computer with Internet access that supports the use of a browser that supports 128-bit encryption, and will need to have JavaScript enabled in your browser. You need hardware as necessary to support this software. In order to keep copies for your records, you will need to have access to a printer or have the ability to download information.

Agreement

You understand and intend that your clicking on the "I have read the Consent and consent to paperless delivery" checkbox shall operate as your signature and you acknowledge that you have read the Consent and have printed or downloaded a copy for your records. You further acknowledge that you affirmatively consent to receive your tax-related documents, including IRS Form 1099 electronically. Tax-related documents will remain available electronically for at least one year after the date the document is first made available to you electronically.

Notice of termination

Global Payments reserves the right to stop paperless delivery of your tax-related documents at any time by giving you notice. If Global Payments does so, Global Payments will send you paper copies of your tax-related documents.

RESOLUTION OF THE BOARD OF COMMISSIONERS OF WALTON COUNTY, GEORGIA TO APPROVE THE PROJECT LENGTH BUDGET FOR THE STATION #4 ADDITION/RENOVATIONS PROJECT, AND TO AMEND THE FISCAL YEAR 2027 BUDGET

WHEREAS, on May 16, 2023, the Walton County, Board of Commissioners approved the terms of the Walton Co. Public Facilities Authority (Ga.) Revenue Bonds (Walton Co. Projects), Series 2023.

WHEREAS, to provide funds to finance to the acquisition, construction and installation of a new park and renovations thereto, and the renovations to an existing courthouse and fire stations and pay the costs of issuing the Series 2023 Bonds; and

WHEREAS, the Walton County Board of Commissioners adopted an annual balanced budget for Fiscal Year 2027 on June 2, 2026; 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 2027.

THEREFORE, BE IT RESOLVED by the Walton County Board of Commissioners that the project-length budget for the Station #4 Addition/Renovations 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 2027 be amended to incorporate fiscal year 2027 for the Station #4 Addition/Renovations Project.

SO RESOLVED THIS 7th DAY OF July, 2026:

BOARD OF COMMISSIONERS OF WALTON COUNTY, GEORGIA

By: _____
David G. Thompson, Chairman

Attest: _____
Rhonda R. Hawk, County Clerk

[COUNTY SEAL]

FIRE STATION #4 ADDITION/RENOVATIONS PROJECT BUDGET

DATE: June 29, 2026
PROJECT: Fire Station #4 Addition/Renovations
FUNDING: 3570.23

COST SUMMARY PROJECTION

Description	Section Total	Totals
Addition / Renovations	\$1,028,712	
Site Development/Improvements	\$200,000	
Construction Subtotal		\$1,228,712
Project Contingency (10%)	\$122,871	
Total Project + Contingency Costs:		\$1,351,583
Professional/Technical Cost		
Surveying, Design and Construction Documents	\$119,980	
Procurement and Construction		
Contract Administration	\$60,020	
Geotechnical and Materials Testing	\$24,574	
Total Professional/Technical Costs:		\$204,574
Fixtures, Furniture & Equipment Allowance		\$50,000
TOTAL PROJECT BUDGET		\$1,606,157



June 25, 2026

The Honorable David G. Thompson, Chairman
 Walton County Board of Commissioners
 111 South Broad Street
 Monroe, Georgia 30655
davidg.thompson@co.walton.ga.us

**Re: Walton County Fire Station #4 Renovation/Expansion
 Proposal for Professional Design Services**

Dear Chairman Thompson:

Precision Planning, Inc. (*PPI*) appreciates the opportunity to submit this professional design services proposal to Walton County (*Client*). This proposal is based upon our discussions and past experience with similar projects. We offer the following project understanding, scope and fees.

PROJECT UNDERSTANDING

PPI understands that the Client plans to expand Fire Station #4 at 1420 H.D. Atha Road in Monroe to accommodate additional bunk rooms, restrooms/showers, storage, meeting space, and Battalion Chief quarters. The building addition is anticipated to be approximately 1,450 SF, with limited renovations to the existing building interior. Exterior improvements will include limited site work, a new roof, and a new brick veneer front façade. Conceptual Design documents were prepared by PPI in May 2026. The Client is requesting a proposal for architecture and engineering design services as outlined below.

PROJECT SCOPE OF SERVICES

I. Surveying, Design and Construction Documents (CDs)

- A. PPI will attend a kick-off meeting with the Client to review goals and objectives for the project.
- B. PPI and its engineering subconsultants will visit the site to document existing conditions and systems.
- C. PPI will prepare a field-run topographical site survey. Note: Utility locate to be provided by the Client.
- D. PPI will take field measurements of the building and will prepare an As-Built Floor Plan and As-Built Front Elevation for design purposes.
- E. PPI will prepare a Schematic Site Plan, Schematic Floor Plan and Schematic Front Elevation for Client review and comment (1 revision included).
- F. Based on the approved Schematic Design, PPI will prepare CDs for permitting, procurement and construction, to include Architecture, Civil Engineering, Structural Engineering, Mechanical/Plumbing Engineering and Electrical Engineering.
- G. PPI will meet with the Client to present and review 50% complete CDs.
- H. PPI will issue 90% CDs to permitting agencies for review and will address comments as applicable.
- I. PPI will issue 100% CDs to the Client for bidding and construction of the project.

II. Procurement and Construction Contract Administration (CA)

- A. PPI will assist with procurement of the project, including issuing the project for public bidding.
- B. PPI will answer bidder Requests for Information, issue addenda as required, assist with opening bids, check client references, and make a recommendation of award of contract.
- C. PPI will attend a pre-construction conference with the Client and Contractor.

The Honorable David G. Thompson, Chairman
 Walton County Board of Commissioners
 June 25, 2026
 Page 2

- D. PPI will perform twice monthly site visits during construction to determine that the work is proceeding in general accordance with the contract documents, with issuance of a photographic field report documenting conditions on site (up to twelve [12] site visits are included).
- E. PPI will review the Contractor’s submittals and shop drawings (up to two [2] re-reviews included).
- F. PPI will review and respond to construction related requests for information (RFIs) and change order requests (CORs) issued by the Contractor as required.
- G. PPI will review and certify the Contractor’s applications for payment.
- H. PPI will certify Substantial Completion of the project and development of an Architectural Punch List to identify portions of work remaining to be completed.
- I. PPI will certify Final Completion of the project and will perform a final walk-through to confirm completion of punch list items and for recommendation of final payment.

PROJECT ADDITIONAL SERVICES

The following additional services may be provided if requested by the Client and invoiced according to attached Standard Hourly Rates:

- 1. Additional meetings and site visits required or requested by the Client not listed above
- 2. Design changes or services required due to significant changes in the project including, but not limited to, size, quality, complexity or Client’s schedule, including preparing drawing revisions for project value engineering purposes
- 3. Utility Locate
- 4. Expansion or extension of site utilities
- 5. Fire Protection Engineering
- 6. Low Voltage Engineering
- 7. Fixtures, Furniture and Equipment design and specification
- 8. Food Service Equipment design and specification
- 9. Cost Estimating
- 10. Professional Renderings
- 11. LEED Project Administration
- 12. Roofing and Waterproofing Consulting
- 13. Commissioning

EXCLUSIONS AND ASSUMPTIONS

PPI is not responsible for any testing services including, but not limited to, soil testing, geotechnical testing and exploration, tests for hazardous materials, or any other environmental tests relating to existing conditions.

PROJECT COMPENSATION

PPI agrees to perform these services for the following Lump Sum Fees:

I. Surveying, Design and Construction Documents (CDs):	\$119,980.00
II. Procurement and Construction Contract Administration (CA):	\$60,020.00
Total Lump Sum Fees:	\$180,000.00

The project shall be invoiced monthly according to progress. Reimbursable expenses (printing and mileage) are in addition to the Lump Sum Fees. Refer to Item H in the attached Standard General Conditions.

The Honorable David G. Thompson, Chairman
Walton County Board of Commissioners
June 25, 2026
Page 3

Thank you for the opportunity to propose these professional services. If this proposal is acceptable, please authorize below and initial at the bottom of each page where indicated. An executed copy of this agreement may be returned to me by e-mail. Precision Planning looks forward to this opportunity to work with you!

Sincerely,



Elizabeth A. Hudson, AIA, NCARB
Executive Vice President

LH/kb

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c: John Ward; Hank Shirley

Attachments: Schedule of Standard Hourly Rates & Standard General Conditions

Authorization given this _____ day of

_____, 2026

By: _____

Printed Name/Title: _____

The Honorable David G. Thompson, Chairman
 Walton County Board of Commissioners
 June 25, 2026
 Page 4

2026 STANDARD ARCHITECTURE HOURLY RATES

Senior Principal Architect	\$220.00/Hour
Principal Architect	\$200.00/Hour
Senior Project Manager	\$185.00/Hour
Project Manager	\$165.00/Hour
Senior Project Architect.....	\$170.00/Hour
Project Architect.....	\$150.00/Hour
Job Captain	\$135.00/Hour
Project Coordinator	\$115.00/Hour
Intern Architect/Designer	\$105.00/Hour
CADD Technician	\$90.00/Hour
CADD Designer	\$70.00/Hour
Interior Designer.....	\$120.00/Hour
Senior Civil Engineer	\$170.00/Hour
Civil Engineer	\$140.00/Hour
Senior Landscape Architect	\$160.00/Hour
Landscape Architect	\$115.00/Hour
Administrative Coordinator	\$95.00/Hour
Senior Project Assistant.....	\$85.00/Hour
Project Assistant.....	\$70.00/Hour
Senior Structural Engineer.....	\$170.00/Hour
Junior Structural Engineer	\$150.00/Hour
Senior Mechanical/Plumbing Engineer.....	\$170.00/Hour
Junior Mechanical/Plumbing Engineer	\$150.00/Hour
Senior Electrical Engineer	\$170.00/Hour
Junior Electrical Engineer	\$150.00/Hour
Cost Estimator	\$150.00/Hour
Registered Land Surveyor (RLS)	\$165.00/Hour
Survey Manager.....	\$135.00/Hour
Survey Coordinator.....	\$120.00/Hour
Survey Technician.....	\$100.00/Hour
Surveying Crew	\$215.00/Hour

STANDARD GENERAL CONDITIONS

- A. In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by Precision Planning, Inc., the Owner/Client agrees that all such electronic files are instruments of service of Precision Planning, Inc., who shall be deemed the author. ~~and shall retain all common law, statutory law and other rights, without limitation, including copyrights.~~

Intelligent data, including but not limited to Building Information Modeling (BIM) and 3D Grading/Surface Modeling, are instruments of service. When transmitted, this data shall be for the sole purpose of visualization of design ideas by the Owner/Client and shall not constitute or supplement the contract documents. Differences may exist between these models and the corresponding hard copy contract documents, and Precision Planning, Inc. makes no representation about their accuracy or completeness.

The Owner/Client agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. ~~The Owner/Client agrees not to transfer these electronic files to others without the prior written consent of Precision Planning, Inc.~~ The Owner/Client further agrees that Precision Planning, Inc. shall have no responsibility or liability to Owner/Client or others for any changes made by anyone other than Precision Planning, Inc. or for any reuse of the electronic files without the prior written consent of Precision Planning, Inc.

In addition, the Owner/Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Precision Planning, Inc., its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than Precision Planning, Inc. or from any use or reuse of the electronic files without the prior written consent of Precision Planning, Inc., provided such change, use, or reuse is at the express direction of the Owner/Client.

Under no circumstances shall delivery of electronic files for use by the Owner/Client be deemed a sale by Precision Planning, Inc., and Precision Planning, Inc. makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall Precision Planning, Inc. be liable for indirect or consequential damages as a result of the Owner/Client's unauthorized use or reuse of the electronic files.

- B. ~~There shall be no assignments of any portion of the work as described within the above proposal or during any phase of the work without the written consent by Precision Planning, Inc. There shall be no disclosures of the scope of services and/or fees, as outlined within this proposal, to any third parties without the written consent of Precision Planning, Inc. There shall not be any re-use or reproduction of this proposal or design documents without the written consent of Precision Planning, Inc.~~
- C. Our professional services shall be performed, our findings obtained, and our recommendations prepared in accordance with generally accepted planning, engineering, land surveying, architectural and landscape architectural practices. This warranty is in lieu of all other warranties either implied or expressed. Precision Planning, Inc. assumes no responsibility for interpretation made by others based upon the work or recommendations made by Precision Planning, Inc.

- D. ~~In recognition of the relative risks and benefits of the Project to both the Owner/Client and Precision Planning, Inc., the risks have been allocated such that the Owner/Client agrees, to the fullest extent permitted by law, to limit the liability of Precision Planning, Inc. and its officers, directors, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert-witness fees and costs, so that the total aggregate liability of Precision Planning, Inc. and its officers, directors, employees, shareholders, owners and subconsultants shall not exceed \$50,000 or the amount of Precision Planning, Inc.'s total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action, including without limitation active and passive negligence, however alleged or arising, unless otherwise prohibited by law. In no event shall the Consultant's liability exceed the amount of available insurance proceeds.~~

~~If Owner/Client prefers to have higher limits of professional liability, the limits can be increased to a maximum of one million (\$1,000,000.00) dollars upon Owner/Client's written request at the time of acceptance of this proposal provided that the Owner/Client agrees to pay an additional consideration of ten percent (10%) of the total fee or \$1,000.00, whichever is greater. The additional charge for the higher liability limits is because of the greater risk assumed and is not a charge for additional professional liability insurance.~~

- E. Precision Planning, Inc. agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Owner/Client, its officers, directors and employees (collectively, Owner/Client) against all damages and liabilities, to the extent caused by Precision Planning, Inc.'s negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom Precision Planning, Inc. is legally liable.

The Owner/Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Precision Planning, Inc., its officers, directors and employees and subconsultants (collectively, Precision Planning, Inc.) against all damages and liabilities, to the extent caused by the Owner/Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Owner/Client is legally liable.

Neither the Owner/Client nor Precision Planning, Inc. shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

- F. In the event the Owner/Client ~~makes a claim~~ files a lawsuit against Precision Planning, Inc. at law or otherwise, for an alleged error, omission or other act arising out of the performance of our professional services, and the Owner/Client fails to prove such claim, then the Owner/Client shall bear all cost incurred by Precision Planning, Inc. in defending itself against such claim(s). The reciprocal of this clause (i.e., a claim made by Precision Planning, Inc. against the Owner/Client where failure of proof of claim is established, financial responsibility for Owner/Client's defense shall rest upon Precision Planning, Inc.) is hereby made a part of this agreement.
- G. It is understood and agreed that Precision Planning, Inc. shall not be held responsible for any inaccuracies in any materials, data or records of any other person, firm or agency which are provided to it and/or may be utilized by it in the performance of specific services, except to the extent that such person, firm, or agency is an employee or Contractor of Precision Planning, Inc.

- H. Reimbursable expenses including mileage, photographic enlargements, reductions and reproduction, blueprinting, and courier services shall be billed at a rate of actual cost times 1.1. When overnight stay is required, it shall be billed as actual subsistence cost times 1.1.

NOTE: No back-up data or copies of bills will be provided for reimbursable expenses invoiced under this agreement. Should back-up data be requested, it will be provided for an administrative fee of \$100.00 per monthly invoice requiring verification, plus \$1.00 per copy of back-up data provided.

- I. In the event additional services beyond the scope of work listed above are required by Owner/Client, Precision Planning, Inc. shall perform these services for an amount equal to normal hourly charges on work actually performed upon receipt of an approved Change Order signed by both parties. Precision Planning, Inc. shall submit monthly invoices for services outlined in this agreement. Payment is due upon receipt of invoice. Finance charges of one and one-half percent (1.5%) will be added to any unpaid balance at the end of thirty (30) days (APR 18%).
- J. The Owner/Client or Precision Planning, Inc. may terminate this Agreement without penalty upon giving the other party ten (10) calendar days' notice in writing. In the event either party terminates for convenience, the Owner/Client shall pay Precision Planning, Inc. within seven (7) calendar days of receipt of Precision Planning, Inc.'s invoices for all services rendered and all reimbursable costs up to the date of termination. ~~In addition, the Owner/Client shall pay Precision Planning, Inc. for all expenses reasonably incurred by Precision Planning, Inc. in connection with the orderly termination of this Agreement, including but not limited to associated overhead costs and all other expenses directly resulting from the termination.~~ In the event government regulations are amended or changed in any way relevant to the services to be provided hereunder, or if the services outlined in this proposal have not been authorized within thirty (30) days of the date of this proposal, fees quoted are subject to renegotiation.
- K. Services required by unexpected events which are outside Precision Planning, Inc.'s reasonable control including, but not limited to, services resulting from extended schedules shall be compensated as additional services.
- L. This Agreement shall be construed and enforced pursuant to Georgia law.
- M. Precision Planning, Inc. agrees to comply with the obligations set forth in O.C.G.A. 36-80-28(a)(6) to the extent applicable.
- N. Precision Planning, Inc. agrees to execute an immigration compliance affidavit in the form required by law.

Rhonda Hawk

From: John Ward <john.ward@co.walton.ga.us> on behalf of John Ward
Sent: Monday, June 15, 2026 3:14 PM
To: Rhonda Hawk; David Thompson
Subject: Fwd: NEGRC CEDS Update - Invitation to Participate

Rhonda - Please plan to place this on the agenda for July.
 I'd like to be considered and suggest that we also nominate someone in Shane's office.
 Thanks
 John

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

From: Mark Beatty <MBeatty@negrc.org>
Date: Mon, Jun 15, 2026 at 2:29 PM
Subject: NEGRC CEDS Update - Invitation to Participate
To: David Thompson <davidg.thompson@co.walton.ga.us>
Cc: John Ward <john.ward@co.walton.ga.us>

Dear Chairman Thompson,

The Northeast Georgia Regional Commission (NEGRC) serves as the designated Economic Development District (EDD) through the Economic Development Administration (EDA) for its twelve-county region. In this capacity, the NEGRC is responsible for regularly updating and maintaining a Comprehensive Economic Development Strategy (CEDS). The Northeast Georgia CEDS is due to be updated by December 31, 2026. The current CEDS can be found here: [NEGRC CEDS 2022-2026](#).

The NEGRC's Planning & Government Services (PGS) Division will coordinate the CEDS update process. The CEDS development will involve participation of a CEDS Committee with two representatives from each county. The two appointees typically include an Economic Development professional and one other appointee (e.g., planner, elected official, private-sector representative). **I am writing to formally request your appointment of two county representatives to serve on the 2026 CEDS Committee.**

The appointed individuals will be asked to serve on a CEDS Committee from July - December 2026. If desired, the appointees may continue serving as the County's CEDS Committee representative throughout the five-year implementation period. We anticipate no more than three (3) meetings during the update schedule. Meetings will be facilitated by PGS Division staff and Committee tasks will include the analysis of regional Strengths, Weaknesses, Opportunities, and Threats (SWOT), identification of regional economic development objectives, and development of a regional action plan.

Please email the appointees' names, email address, and phone numbers to me directly at mbeatty@negrc.org or by phone at (706) 530-2748 by Tuesday, July 7, 2026. PGS Division staff will schedule a kick-off CEDS Committee and introductory session in upcoming months and will send announcements to your appointed members.

I appreciate your attention in this request and look forward to working with your representatives on the 2026 CEDS update. If you have any questions regarding this request, please do not hesitate to contact me.

Sincerely,

Mark Beatty | Director

BRIAN P. KEMP
GOVERNOR



CANDICE L. BROCE
DIRECTOR

June 25, 2026

Walton County Board of Commissioners
Attention: Rhonda Hawk

RE: Re-appointment of DFCS Board Member

To Whom It May Concern:

This letter is being submitted to formally request the reappointment of Mr. Darren Vinson. Chief Vinson currently works with the Walton County Sheriff's office. Chief Vinson currently serves as our Board chair. Chief Vinson has served on the DFCS board since January 2013. The request would be for Chief Vinson to be appointed to the Board for another 5-year term.

Thank you for your attention to this matter.

Sincerely,

Kimberly B. Lafreniere
Kimberly B. Lafreniere
County Director for Walton County DFCS
Kimberly.lafreniere@dhs.ga.gov