

AGENDA
WALKER COUNTY
BOARD OF COMMISSIONERS
WALKER COUNTY COURTHOUSE ANNEX III, 201 S MAIN STREET
LAFAYETTE, GEORGIA 30728

The following constitutes the agenda for the regular scheduled meeting of the Board of Commissioners of Walker County, Georgia to be held on February 10, 2022 at 7:00 p.m

REGULAR SCHEDULED MEETING

- **Invocation**
Given by Chairman Shannon Whitfield
- **Pledge**
United States and Georgia Flag
- **Chairman Whitfield will Call to Order the Regular Scheduled Meeting**
Clerk establishes a Quorum is present
- **Approve Agenda**
- **Approve Minutes**
Approval of the Minutes for the Joint Public Hearing on the Comprehensive Growth Plan for Walker County Held on January 27, 2022 at 7:00 p.m.

Approval of the Minutes for the Regular Scheduled Meeting Held on January 27, 2022.
- **Public Hearing**
Ordinance O-01-22 to amend certain sections of Chapter 4 of the Code of Walker County, Georgia regarding Alcoholic Beverages (Farm Winery Exemption)
- **New Business**
Ordinance O-01-22 to amend certain sections of Chapter 4 of the Code of Walker County, Georgia regarding Alcoholic Beverages (Farm Winery Exemption)

Resolution R-010-22 to Provide Notice to the Walker County Board of Elections and Registration of Intent to Call for a Special Referendum Election to Impose a One-percent Sales Tax for Transportation Purposes

Resolution R-011-22 to Authorize the Chairman to Execute Documents Related to Landslide Repairs on Dougherty Gap Road

Purchase Order 2022-00000651 for \$42,443.60 for a 2022 Ford Expedition 4x4 Command Vehicle for Walker County Fire Rescue (*Funding from FY2022 Budget*)

Purchase Order 2022-00000652 for \$151,200.00 for 60 Sets of Lion V Force Armor Turnout Gear for Walker County Fire Rescue (*Funding from American Rescue Plan Funds*)

Approval of Contract with Atlantic Coast Consultants, Inc. (ACC) for Environmental Services

January 2022 Department Statistics
- **Public Comment**

- Commissioner Comments
- Executive Session
- Adjourn

***The Board of Commissioners will hold a Special Called Meeting at 7:00 p.m. on Wednesday, February 23, 2022. The Regular Meeting scheduled for Thursday, February 24, 2022 has been cancelled.**



**Walker County Governmental Authority
101 South Duke Street, P.O. Box 445
LaFayette, GA 30728
706-638-1437**

**Minutes of the Regular Scheduled Meeting
February 10, 2022**

I. Call to Order:

Chairman Whitfield called to order the Regular Scheduled Commissioner's Meeting held at Annex III, 201 S. Main Street, LaFayette, Georgia at 7:00 PM on February 10, 2022.

II. Attendees:

The following were present: Chairman Shannon Whitfield, Commissioner Robert Blakemore, Commissioner Mark Askew, Commissioner Brian Hart, Commissioner Robert Stultz, Public Relations Director Joe Legge, Legal and Policy Director David Gottlieb, Communications Specialist Dakiya Porter, Public Works Director Carlen Bowers, Landfill Manager Payne Gily, Fire Chief Blake Hodge, Economic Development Director Stephanie Watkins, Chief of Police Mitchell Moore, Board Clerk Whitney Summey and County Clerk Rebecca Wooden. Other guests signed in at the meeting as well. Please see the attached sign in sheet.

III. Approval of Agenda:

Commissioner Hart made a motion to approve the agenda, seconded by Commissioner Stultz, 4 ayes and 0 nays, motion was approved.

IV. Approval of Minutes:

Commissioner Askew made a motion to approve the minutes for the Joint Public Hearing on the Comprehensive Growth Plan for Walker County held January 27, 2022 at 7:00 PM, seconded by Commissioner Blakemore, 4 ayes and 0 nays, motion was approved.

Commissioner Hart made a motion to approve the minutes for the Regular Scheduled Meeting held January 27, 2022 at 7:00 PM, seconded by Commissioner Stultz, 4 ayes and 0 nays, motion was approved.

V. Public Hearing:

- I. Chairman Whitfield read Ordinance O-01-22 to amend certain sections of Chapter 4 of the Code of Walker County, Georgia regarding Alcoholic Beverages (Farm Winery Exemption). There was no further comment from the Board or the public.

VI. New Business:

- I. Chairman Whitfield read Ordinance O-01-22 to amend certain sections of Chapter 4 of the Code of Walker County, Georgia regarding Alcoholic Beverages (Farm Winery Exemption). Commissioner Stultz made a motion to approve, seconded by Commissioner Askew, 4 ayes and 0 nays, motion carried.
- II. Chairman Whitfield read Resolution R-010-22 to provide notice to the Walker County Board of Elections and Registration of intent to call for a special referendum election to impose a one-percent sales tax for transportation purposes. He said Exhibit A will be similar to the wording on the ballot. Commissioner Blakemore made a motion to approve, seconded by Commissioner Askew, 4 ayes and 0 nays, motion carried.
- III. Chairman Whitfield read Resolution R-011-22 to authorize the Chairman to execute documents related to landslide repairs on Dougherty Gap Road. He said a request has been sent in to GDOT for emergency funding for GDOT to pay for seventy percent of the repairs. Commissioner Stultz said he knows this is a major obstacle for citizens in the area and he is excited to see this moving forward. Commissioner Askew asked the prospective time frame for the project. Chairman Whitfield said GDOT has been quick on responding and the project would take around four to five weeks to complete. Commissioner Stultz made a motion to approve, seconded by Commissioner Blakemore, 4 ayes and 0 nays, motion carried.

- IV. Chairman Whitfield read Purchase Order 2022-00000651 for \$42,443.60 for a 2022 Ford Expedition 4x4 Command Vehicle for Walker County Fire Rescue. Chief Hodge said this is part of the vehicle replacement program that was set in place a few years ago. He said there is a pause in F150 production which is why they are going with that Expedition. He said he will use this vehicle and pass down his F150 to the Fire Marshall since it has more room for their equipment. Commissioner Stultz made a motion to approve, seconded by Commissioner Askew, 4 ayes and 0 nays, motion carried.
- V. Chairman Whitfield read Purchase Order 2022-00000652 for \$151,200.00 for 60 sets of Lion V Force Armor Turnout Gear for Walker County Fire Rescue. Chief Hodge said it has been a goal for several years to get two sets of gear per person. Each firefighter currently has one set of gear and this purchase will get every firefighter two sets. Commissioner Hart asked the life expectancy of the gear. Chief Hodge said it is 10 years but with the high call volume in Walker County they average 7 years. He said after this purchase they should be able to maintain the yearly replacement program. Commissioner Blakemore made a motion to approve, seconded by Commissioner Stultz, 4 ayes and 0 nays, motion carried.
- VI. Chairman Whitfield asked Landfill Manager Paine Gily to speak about the contract with Atlantic Coast Consultants, Inc. (ACC) for environmental services. Gily said this is usually an annual renewal but this contract will be for two years. He said the company is very easy to work with, has a great reputation, and provides great service so he would recommend to continue using them. Commissioner Hart made a motion to approve, seconded by Commissioner Askew, 4 ayes and 0 nays, motion carried.
- VII. Chairman Whitfield read the Departmental Statistics for January 2022.

VII. Public Comment

OJ Miller expressed concerns about election integrity and the dominion machines.

Gary Williams asked if the command vehicle being purchased would be a yearly purchase for the Fire Chief. Chief Hodge said there are 15 staff vehicles and the replacement program started three years ago. He said each year there will be a purchase for a new staff vehicle. Mr. Williams expressed a few concerns about the draft of the Joint Comprehensive Plan. Chairman Whitfield said the Joint Comprehensive Plan could be voted on as soon as the next meeting on February 23, 2022.

VIII. Commissioner Comments:

Commissioner Blakemore thanked everyone for coming out and encouraged them to reach out with any concerns or questions.

Commissioner Askew thanked everyone for coming out and being involved. He said the public's participation helps the Board do a better job.

Commissioner Hart said he had spoke with Fire Chief Blake Hodge about the Career and College day coming up on March 31 at Lafayette High School.

Commissioner Stultz thanked everyone for their participation and for all of the County staff employees for their hard work.

Chairman Whitfield said Walker County and Windstream had been approved for the Broadband application they submitted and they will be doing a complete fiber optic buildout to service 87% of the unserved or underserved areas in the County.

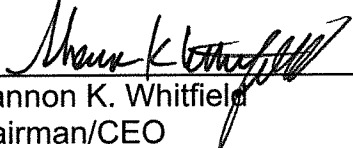
IX. Executive Session:

Chairman Whitfield made a motion to go into Executive Session to discuss personnel and cybersecurity. Seconded by Commissioner Blakemore, 4 ayes and 0 nays, Executive Session began at 7:42 P.M. Chairman Whitfield called the regular scheduled meeting back to order at 9:02 P.M. and stated there was action to be taken from the Executive Session.

Commissioner Stultz made a motion to request the Chairman and Human Resources to formulate a consolidation plan for the Animal Control and Animal Shelter Departments, this plan is to include an organizational chart of staff and any job descriptions that need to be modified, as well as a tentative date for implementation. He requested this information be provided to the Board of Commissioners during the regular scheduled meeting on March 10, 2022 for review and discussion. Commissioner Blakemore seconded the motion, 4 ayes and 0 nays, motion carried.

Adjournment:

Commissioner Askew made a motion to adjourn the meeting, Commissioner Stultz seconded the motion, motion carried and the meeting was adjourned at 9:02 PM.



Shannon K. Whitfield
Chairman/CEO
Walker County Georgia

02/23/2022
Date

Minutes prepared by: Walker County Board Clerk, Whitney Summey

Regular Scheduled Commissioners Meeting

Walker County Annex III

February 10, 2022

7:00 PM

<u>Roll Call</u>	<u>Present/Absent</u>
Commissioner Blakemore	Present
Commissioner Askew	Present
Chairman Whitfield	Present
Commissioner Hart	Present
Commissioner Stultz	Present

Sign In Sheet

Regular Scheduled Commissioners Meeting

February 10, 2022

7:00 PM

Name

Address

William Browne III TWELVE OAKS DR. ROCK SPRING GA 30739

Buddy Chapman 6235 E. Hwy 136 Lafayette

Jacob Deck 205 CRESCENT AVE Chickamauga

KAREN Deck 205 CRESCENT AVE Chickamauga GA 30707

Dan Gpt LANDFILL

Karl Braeley

BRAKE HODGE

Stephanie Watkins

Rock Spring

Ray M

Smith

Lafayette

COCKEN SWEET

ROBERT WARDLAW



ORDINANCE O-01-22

AN ORDINANCE AMENDING CERTAIN SECTIONS OF CHAPTER 4 OF THE CODE OF WALKER COUNTY, GEORGIA REGARDING ALCOHOLIC BEVERAGES; TO PROVIDE FOR AN EFFECTIVE DATE; TO REPEAL ANY AND ALL CONFLICTING ORDINANCES AND PARTS OF ORDINANCES; TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE FOR OTHER PURPOSES

WHEREAS, Walker County desires to amend its Alcoholic Beverages Code regarding visibility and lighting for state licensed farm wineries; and

THEREFORE, BE IT ORDAINED by the Board of Commissioners of Walker County that the Code of Walker County, Georgia is amended as follows:

1.

DIVISION 4. ADDITIONAL RULES AND REGULATIONS; Section 4-122 is amended by adding the following sentence to the end of this section:

This section does not apply to state licensed farm wineries.

2.

DIVISION 4. ADDITIONAL RULES AND REGULATIONS; Section 4-138 is deleted in its entirety and replaced with the following:

~~The sale of alcoholic beverages by the package to be carried off the premises shall be prohibited in any restaurant, cafe, eating place, private club or in any establishment other than in a retail store or grocery store owning a retail license for the sale of alcoholic beverages to be consumed off the premises, except for the removal of partially consumed bottles of wine as permitted by O.C.G.A. § 3-6-4.~~

The sale of alcoholic beverages by the package to be carried off the premises shall be prohibited in any restaurant, cafe, eating place, private club or in any establishment other than in a retail store, a grocery store or a state licensed farm winery owning a retail license for the sale of alcoholic beverages to be consumed off the premises, except for the removal of partially consumed bottles of wine as permitted by O.C.G.A. § 3-6-4.

3.

This ordinance is effective immediately upon its adoption.

4.

All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

5.

If any section, clause, sentence, or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.



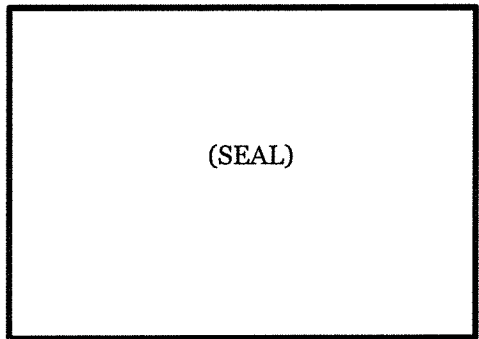
PASSED AND ADOPTED this ____ day of _____, 2022.

ATTEST:

WALKER COUNTY, GEORGIA

REBECCA WOODEN, County Clerk

SHANNON K. WHITFIELD, Chairman



The foregoing Ordinance received a motion for passage from Commissioner _____, second by Commissioner _____, and upon the question the vote is _____ ayes, _____ nays to adopt the Resolution.

State voting rights groups suing over new congressional map

By Dave Williams
Capitol Beat News Service

ATLANTA — Voting rights organizations and a group of Georgia voters filed a federal lawsuit Friday, Jan. 7, challenging new congressional district lines the Republican-controlled General Assembly drew during a special session last fall.

The suit claims the new boundaries for Georgia's 6th, 13th and 14th congressional districts unlawfully diminish the voting strength of voters of color.

"The Georgia legislature has 'cracked' and 'packed' communities of color in the congressional districts map, denying voters of color an equal voice in elections," said Jack Genberg, senior staff



Lucy McBath



Carolyn Bourdeaux



David Scott



Marjorie Taylor Greene

attorney for the Southern Poverty Law Center. "This map must be remedied to prevent harm to Georgia's communities of color for years to come."

The legal challenge to the congressional map (congress-propt-2021-packet.pdf (ga.gov)) follows a lawsuit filed last month making similar arguments in opposition to new state House and Senate

maps Republican lawmakers drew over the objections of legislative Democrats.

The new lawsuit charges the newly drawn congressional map violates the Fourteenth Amendment to the U.S. Constitution by intentionally denying Black communities in Georgia representation and, therefore, equal protection under the law.

Specifically, the plaintiffs

accuse GOP legislative leaders of shifting voters of color out of Democratic U.S. Rep. Lucy McBath's 6th Congressional District in Atlanta's northern suburbs and replacing them with white voters from suburban and rural counties further north.

McBath, D-Marietta, responded to the changes by declaring her candidacy for the 7th Congressional District seat, pitting her against incumbent Rep. Carolyn Bourdeaux, D-Lawrenceville, in May's Democratic primary.

On the other hand, according to the suit, Republicans pieced together Black voters from six counties to pack the 13th Congressional District served by Rep. David Scott, D-Atlanta, reducing Black

voting strength in surrounding districts.

The suit also objects to a move late in the special redistricting session to draw voters from predominantly Black portions of Cobb County into the 14th Congressional District of conservative Republican Rep. Marjorie Taylor Greene of Rome, made up primarily of white rural voters.

"Georgia's political maps must reflect the interests of the people — not the politicians," said Aunna Dennis, executive director of Common Cause Georgia. "These maps intentionally discriminate against Black voters of color by silencing our voices at the ballot box."

The League of Women Voters is also a plaintiff in

the case. During the special session, Republicans cited the need to balance the populations of each congressional district within a single voter in drawing a new map that is expected to help the GOP build its majority in Georgia's congressional delegation from 8-6 to 9-5.

State legislature across the country redraw legislative and congressional maps every 10 years to reflect changes in population reflected in the decennial U.S. Census.

This story is available through a news partnership with Capitol Beat News Service, a project of the Georgia Press Educational Foundation.

Georgia Senate committee OKs ban on noncitizen voting

By Dave Williams
Capitol Beat News Service

ATLANTA — A proposed constitutional amendment prohibiting non-U.S. citizens from voting in Georgia cleared a state Senate committee Thursday, Jan. 13.

The Senate Ethics Committee's Republican majority passed the measure 7-2 along party lines after opponents criticized it as unnecessary. Georgia law, federal law and the U.S. Constitution already contain a ban on noncitizen voting.

"There is absolutely no need to amend the Georgia Constitution," said Cindy



Brad Raffensperger



Butch Miller

Battles, director of policy and engagement for the Georgia Coalition for the People's Agenda.

Katherine Maddox of Atlanta linked the proposed constitutional amendment to the dispute over the 2020 presidential election results and the attack on the U.S. Capitol a year ago by

supporters of then-President Donald Trump.

"What is the inspiration for this bill ... unless it's to belabor a point I would think the majority party would be trying to distance itself from: violence and racism," she said.

But the resolution's supporters said it is simply an attempt to clarify a ban on noncitizen voting that is not clear as written in the current state constitution.

Sam Teasley, director of external affairs in the Georgia secretary of state's office, said it is "permissive" in that it states citizens may vote but does not specifically

prohibit noncitizens from casting a ballot.

"It is not clear," he said. Teasley's boss, Republican Secretary of State Brad Raffensperger, earlier in the week called for an amendment to the U.S. Constitution banning noncitizens from voting.

"In Georgia, the right to vote is sacred," Senate President Pro Tempore and GOP candidate for lieutenant governor Butch Miller said Thursday, Jan. 13. "Citizenship matters."

Miller's resolution passed the committee 7-2 and now heads to the Senate Rules Committee to schedule it

for a vote of the full Senate.

However, it faces an uphill battle. Constitutional amendments require a two-thirds vote to pass, and Senate Republicans lack the 38 votes they would need to reach that supermajority without

help from Democrats.

This story is available through a news partnership with Capitol Beat News Service, a project of the Georgia Press Educational Foundation.

State Commercial Driver Program encourages motorists to be aware of human trafficking

From Georgia Department of Driver Services

With January recognized as National Human Trafficking Prevention Month, the Georgia Department of Driver Services (DDS) Commercial Driver License (CDL) Program wants the public to be aware of human trafficking in their communities.

The exploitation of trafficked persons through forced labor and commercial sex victimizes 25 million people worldwide of their freedom every year. Human trafficking victims can be of any race, age, gender, nationality and economic status refuting the myth that trafficking only happens to women, people from other countries or underprivileged communities. Victims and traffickers can look like everyday people, which increases the importance of bringing awareness to the public to help eradicate this crime in our state, country, and globally.

DDS Commissioner Spencer R.



Spencer R. Moore

Moore commented, "DDS is pleased to continue to partner with the Federal Motor Carrier Safety Association (FMCSA) and Georgia's Statewide Human Trafficking Task Force to help educate the public about this rapidly-growing crime."

In the 2021 Trafficking In Persons (TIP) Report, the United States, Mexico and Honduras were the top three countries of origin for victims trafficked in the United States. Trafficking happens in every U.S. state — with Georgia having one of the largest economies in the nation, one of the world's busiest airports, two ports and a substantial agriculture sector, placing it one of the top states in the country for human trafficking.

Human trafficking is a lucrative illicit crime that operates like a business generating \$150 billion in revenue worldwide annually. The success of its profitability expands beyond the scope of happening solely on street corners. Human trafficking takes many forms and is often hidden in plain sight. Human trafficking intersects across vast industry sectors that range from social media, hospitality, entertainment,

health and beauty, financial services and transportation.

Common areas traffickers use to solicit buyers are locations that are a part of people's daily lives when they are on the road — gas stations, rest stops and truck stops. These locations offer traffickers ambiguity due to their remote location, the transient customer base and minimal detection.

The transportation industry's response to human trafficking addresses the challenges that allow the crime when not reported to go under the radar. Laws such as the No Human Trafficking On Our Roads Act and house bills signed by Gov. Kemp, give a lifetime CDL disqualification to an individual from operating a commercial motor vehicle when used to commit human trafficking.

To bring justice to victims and put an end to human trafficking, learn the signs and report suspicious activity to the National Human Trafficking Hotline at 1-888-373-7888. The Georgia Coalition to Combat Human Trafficking also has a 24/7 hotline at 1-866-EDDHTGA (1-866-363-4282).

Charlie Bailey running for lieutenant governor

By Dave Williams
Capitol Beat News Service

ATLANTA — Georgia Democrat Charlie Bailey is giving up his bid for attorney general to run instead for lieutenant governor.

Bailey, a former prosecutor who lost the 2018 attorney general's race to Republican Chris Carr, said he was persuaded to run for lieutenant governor by Democratic Party leaders.

"All of the issues this team has fought for can be advanced by leading the Georgia Senate as lieutenant governor," Bailey wrote on his campaign website.

"We can fight together for regular people against powerful forces by ensuring that we provide health-care access for



Butch Miller



Charlie Bailey



Jen Jordan



Bryan Miller



Renitta Shannon



Erick Allen

working Georgians by finally expanding Medicaid. We can make sure that we fully fund our schools, reduce our class sizes, and pay our teachers more. We can make sure our law enforcement officers are at least paid a living wage so that thousands aren't living below the poverty line."

Bailey also called for funding the Georgia Bureau of Investigation's crime lab, which has long been plagued with backlogs for ballistics

tests and sexual assault kits. Bailey's entrance into the lieutenant governor's races further crowds the Democratic field while at least for now leaving state Sen. Jen Jordan of Atlanta the sole Democrat challenging Carr's reelection bid this year.

Other Democratic candidates for lieutenant governor include Bryan Miller of Watkinsville, grandson of the late Gov. and U.S. Sen. Zell Miller; state Rep. Renitta Shannon of Decatur;

and Georgia Reps. Erick Allen of Smyrna and Derrick Jackson of Tyrone.

Republicans running for lieutenant governor include Georgia Senate President Pro Tempore Butch Miller of Gainesville, state Sen. Burt Jones of Jackson and Savannah activist Jeanne Seaver.

This story is available through a news partnership with Capitol Beat News Service, a project of the Georgia Press Educational Foundation.

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NOTICE OF PUBLIC HEARING
The Governing Authority of Walker County, Georgia proposes to update its code of ordinances. 0-01-22 provides for certain exemptions from Chapter 4 of the county code for state licensed farm wineries.
Public hearings on the proposed ordinance will be held at 7:00 p.m. on Thursday, January 27, 2022 and Thursday, February 10, 2022 at the Walker County Courthouse Annex III, 201 S Main Street in LaFayette, GA. Copies of 0-01-22 are available for review at the Commissioner's Office (101 S Duke St, LaFayette) and online at walkercountyga.gov.

GROWING STRONGER TOGETHER
Rural Stress Survey
Are you a Georgia farm owner, farm worker, or spouse of a farmer? We would like to hear from you.
As a Georgia Farmer, we know you have seen your fair share of challenges. Help us help others by sharing more about what causes stress in your profession.
TAKE THIS SHORT SURVEY AND RECEIVE A \$10 GIFT CARD FOR YOUR PARTICIPATION
SCAN ME
GEORGIA PRESS EDUCATIONAL FOUNDATION
Rural Health



ORDINANCE O-01-22

AN ORDINANCE AMENDING CERTAIN SECTIONS OF CHAPTER 4 OF THE CODE OF WALKER COUNTY, GEORGIA REGARDING ALCOHOLIC BEVERAGES; TO PROVIDE FOR AN EFFECTIVE DATE; TO REPEAL ANY AND ALL CONFLICTING ORDINANCES AND PARTS OF ORDINANCES; TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE FOR OTHER PURPOSES

WHEREAS, Walker County desires to amend its Alcoholic Beverages Code regarding visibility and lighting for state licensed farm wineries; and

THEREFORE, BE IT ORDAINED by the Board of Commissioners of Walker County that the Code of Walker County, Georgia is amended as follows:

1.

DIVISION 4. ADDITIONAL RULES AND REGULATIONS; Section 4-122 is amended by adding the following sentence to the end of this section:

This section does not apply to state licensed farm wineries.

2.

DIVISION 4. ADDITIONAL RULES AND REGULATIONS; Section 4-138 is deleted in its entirety and replaced with the following:

~~The sale of alcoholic beverages by the package to be carried off the premises shall be prohibited in any restaurant, cafe, eating place, private club or in any establishment other than in a retail store or grocery store owning a retail license for the sale of alcoholic beverages to be consumed off the premises, except for the removal of partially consumed bottles of wine as permitted by O.C.G.A. § 3-6-4.~~

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3.

This ordinance is effective immediately upon its adoption.

4.

All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

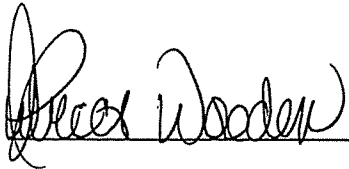
5.

If any section, clause, sentence, or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.



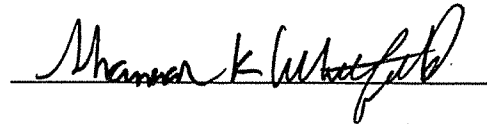
PASSED AND ADOPTED this 10 day of February, 2022.

ATTEST:

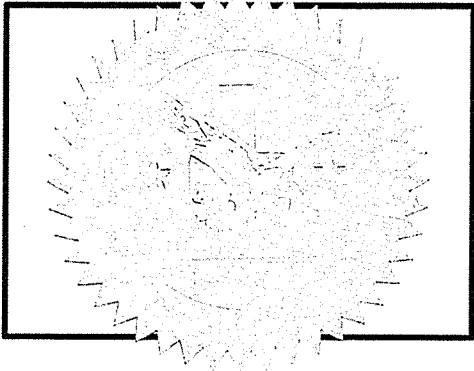


REBECCA WOODEN, County Clerk

WALKER COUNTY, GEORGIA



SHANNON K. WHITFIELD, Chairman



The foregoing Ordinance received a motion for passage from Commissioner Stallings, second by Commissioner Aske, and upon the question the vote is 4 ayes, 0 nays to adopt the Resolution.



RESOLUTION R-010-22

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF WALKER COUNTY, GEORGIA TO PROVIDE NOTICE TO THE WALKER COUNTY BOARD OF ELECTIONS AND REGISTRATION OF INTENT TO CALL FOR A SPECIAL REFERENDUM ELECTION TO IMPOSE A ONE-PERCENT SALES TAX FOR TRANSPORTATION PURPOSES

WHEREAS, on November 7, 2017, the citizens of Walker County voted and approved a one percent Transportation Special Purpose Sales Tax ("TSPLOST") to be collected throughout the County; and

WHEREAS, the TSPLOST is set to expire early, as the original estimated amount of \$25,000,000 for transportation purposes will be collected prior to March 30, 2023; and

WHEREAS, the Board of Commissioners of Walker County have determined that it is in the best interest of the County to have the citizens of Walker County vote on whether to continue TSPLOST; and

WHEREAS, prior to the citizens voting on the continuation of the TSPLOST, the County and the cities that are located within the geographical boundaries of Walker County (Chickamauga, a portion of Ft. Oglethorpe, LaFayette, Lookout Mountain and Rossville, collectively referred to as "Cities") are required to meet and discuss an Intergovernmental Contract ("IGA") regarding the distribution of the TSPLOST proceeds that are collected; and

WHEREAS, the County and the Cities met on January 24, 2022 to discuss a TSPLOST referendum and begin the process of preparing an IGA, pursuant to O.C.G.A. Section 48-8-262(b)(2); and

WHEREAS, pursuant to state law, the meeting between the County and the Cities shall be held at least 30 days prior to the issuance of the call for the referendum; and

WHEREAS, the Board of Commissioners of Walker County have a meeting scheduled on February 23, 2022 to consider and approve the IGA and formally call for a special election for the imposition of TSPLOST; and

WHEREAS, pursuant to O.C.G.A. Section 21-2-540, the Walker County Board of Elections, by its Superintendent ("Superintendent") is required to publish a notice of a special election ("Notice") in the Walker County Messenger ("Newspaper") beginning with the February 23, 2022 edition of the Newspaper; and

WHEREAS, February 16, 2022 at noon is the deadline for the Superintendent to submit the Notice to the Newspaper for publication in the February 23, 2022 edition of the newspaper; and

WHEREAS, the County Board of Commissioners is not permitted to formally call for the special election until its meeting on February 23, 2022, which is after the deadline for the Superintendent to submit the Notice to the Newspaper;

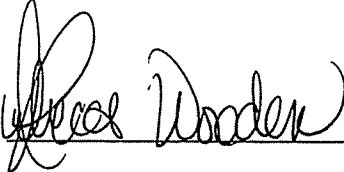
THEREFORE BE IT RESOLVED by the Board of Commissioners of Walker County that the Superintendent is requested to submit the Notice ("Exhibit A") to the Newspaper no later than February 16, 2022 at noon so that the Notice will be published beginning in the February 23, 2022 Edition of the Newspaper;



BE IT RESOLVED by the Board of Commissioners of Walker County that the Board intends to formalize the call for the special election for the imposition of TSPLOST at its meeting on February 23, 2022.

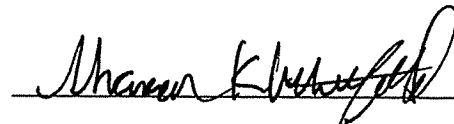
SO RESOLVED AND ADOPTED this 10th day of February 2022.

ATTEST:

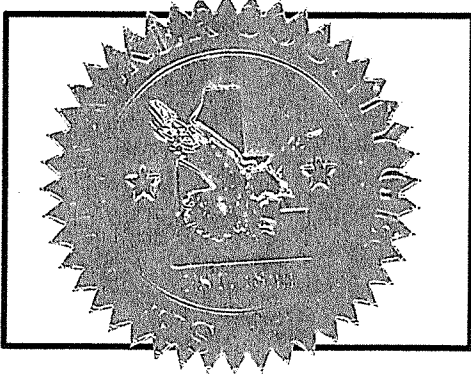


REBECCA WOODEN, County Clerk

WALKER COUNTY, GEORGIA



SHANNON K. WHITFIELD, Chairman



The foregoing Resolution received a motion for passage from Commissioner Stakemore, second by Commissioner Aske, and upon the question the vote is 4 ayes, 0 nays to adopt the Resolution.



EXHIBIT A

NOTICE OF SPECIAL PURPOSE SALES AND USE TAX ELECTION ON MAY 24, 2022

Pursuant to a resolution adopted by the Board of Commissioners of Walker County and a call for an election issued by the Board of Elections and Registration of Walker County as Election Superintendent for Walker County, notice is hereby given as follows:

1. On May 24, 2022, a special election will be held in Walker County to submit to the qualified voters of Walker County the following question:

IMPOSE 1% SALES AND USE TAX

- () YES Shall a special one percent sales and use tax be imposed in the special district consisting of Walker County for a period of time not to exceed five (5) years and for the raising of not more than an estimated amount of \$45,000,000 for transportation purposes?
- () NO

2. All qualified voters desiring to vote in favor of imposing the tax shall vote "Yes" and all qualified voters opposed to levying the tax shall vote "No." If more than one-half of the votes cast are in favor of imposing the tax then the tax shall be imposed beginning October 1, 2022, or the earliest date authorized by law.

3. The estimated cost of the above described capital outlay projects to be funded with the special one percent sales and use tax proceeds shall be \$45,000,000.00. Proceeds from the special one percent sales and use tax may be combined with any other available funds to pay the costs of the above described transportation purposes and projects. Plans and specifications for these projects have not been completed and bids have not been received. Depending upon acquisition and construction costs and available funds, the County and the other governmental bodies receiving proceeds from the special one percent sales and use tax may establish or reestablish priorities and choose which transportation projects to undertake or not undertake, or to delay until additional funding is available, to the extent that proceeds of the special one percent sales and use tax together with other available funds actually received by the County or such governmental body are insufficient to complete any of the transportation projects.

4. Projects for the Municipalities shall be funded in order and priority as determined by the Municipalities. Projects for the County shall be considered as "County Projects" and will be funded in order and priority as determined by the Board of Commissioners. The Intergovernmental Agreement is a public record on file in the office of the County Clerk of Walker County.

5. The last day to register to vote in the election is Monday, April 25, 2022. Anyone desiring to register may do so by applying in person at the Board of Elections and Registration office located at 103 S. Duke Street, Room 110, LaFayette, Georgia, or by any other method authorized by the Georgia Election Code.

6. The election will be held on Tuesday, May 24, 2022. The polls will be open from 7:00 a.m. until 7:00 p.m. In addition, Advance Voting will be available at the Walker County Courthouse May 2 - May 20, 2022, 9:00 a.m. to 5:00 p.m. Monday – Saturday. Voters may also Advance vote at one of the four satellite locations (Rossville, Chickamauga, Lookout Mountain, and Rock Spring) beginning May 14 - May 20, 2022 9:00 a.m. to 5:00 p.m.

This _____ day of _____, 2022.

Jim Buckner, Chairperson
Board of Elections and Registration of Walker County, as Election Superintendent

To be published on _____, _____, _____ and _____, 2022.



RESOLUTION R-011-22

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF WALKER COUNTY TO
AUTHORIZE THE CHAIRMAN TO EXECUTE DOCUMENTS RELATED TO
LANDSLIDE REPAIRS ON DOUGHERTY GAP ROAD**

WHEREAS, the Board of Commissioners of Walker County ("Board") is the governing authority of Walker County, Georgia; and

WHEREAS, a landslide occurred on Dougherty Gap Road necessitating the closure of the roadway from Highway 157 to the bottom of Lookout Mountain; and

WHEREAS, GeoStabilization International (GSI) has prepared a proposal for emergency stabilization and repair of Dougherty Gap Road; and

WHEREAS, Walker County Government is requesting funding assistance from Georgia Department of Transportation in order to make landslide repairs; and

WHEREAS, the Board has determined it is in the best interest of the County to grant signing ability and authority to the Chairman on this matter in order to expedite repairs;

THEREFORE, BE IT RESOLVED by the Board of Commissioners of Walker County, that the Board Chairman is hereby authorized and empowered to take all action necessary or appropriate in the execution of any and all written instruments pertaining to landslide repairs on Dougherty Gap Road.

SO RESOLVED AND ADOPTED this 10th day of February, 2022.

ATTEST:

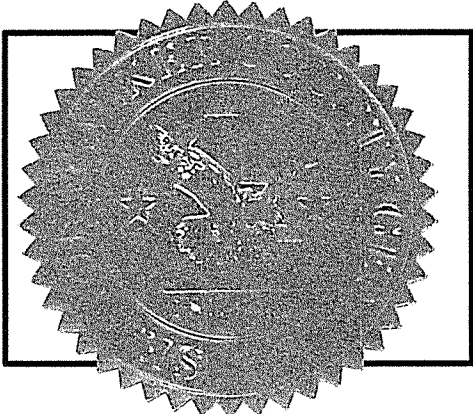
A handwritten signature in cursive script, appearing to read "Rebecca Wooden", written over a horizontal line.

REBECCA WOODEN, County Clerk

WALKER COUNTY, GEORGIA

A handwritten signature in cursive script, appearing to read "Shannon K. Whitfield", written over a horizontal line.

SHANNON K. WHITFIELD, Chairman



The foregoing Resolution received a motion for passage from Commissioner Stultz, second by Commissioner Waples, and upon the question the vote is 4 ayes, 0 nays to adopt the Resolution.

SHIP TO
WALKER COUNTY FIRE & RESCUE
107 ALEX DRIVE
CHICKAMAUGA, GA 30707

BILL TO
WALKER COUNTY FIRE & RESCUE
107 ALEX DRIVE
CHICKAMAUGA, GA 30707

REPRINT PURCHASE
ORDER
NO. 2022-00000651

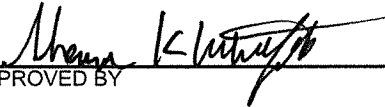
DATE 02/03/2022

VENDOR 56889 PRATER FORD INC

CONTACT
PRATER FORD INC
P O BOX 818
704 S WALL ST
CALHOUN, GA 30703

DELIVER BY
SHIP VIA
FREIGHT TERMS
ORIGINATOR Christina O'Toole
RESOLUTION #
PAYMENT TERMS

QUANTITY	U/M	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	EA	Capital - Vehicles - 2022 Ford Expedition 4x4 Command Vehicle	\$42,443.6000	\$42,443.60
TOTAL DUE				\$42,443.60

APPROVED BY 

SPECIAL INSTRUCTIONS

CNGP530
==> VEHICLE ORDER CONFIRMATION
01/21/22 13:43:36
Dealer: F21422
Page: 1 of 1

2022 EXPEDITION

Order No: 0000 Priority: E2 Ord FIN: QD389 Order Type: 5B Price Level: 225
Ord Code: 102A Cust/Flt Name: WALKER COUNTY PO Number:

U1G	4X4 XL (Short)	RETAIL	SP FLT ACCT CR
D4		\$53160	FUEL CHARGE
L		395	
H	XL CLOTH BUCKET		B4A NET INV FLT OPT NC
	BLACK ONYX		DEST AND DELIV 1695
102A	EQUIP GRP (2080)		TOTAL BASE AND OPTIONS 54370
	.SKID PLATES		TOTAL 54370
99T	.3.5L ECO V6 ENG NC		*THIS IS NOT AN INVOICE*
44U	.10SPD AUTO NC		
TGE	.P275/65R18 A/T NC		
X3L	.3.73 REG AXLE NC		
536	TRAILER TOW PKG 795		
	FLEET SPCL ADJ NC		
18B	RUN BRDS,PLTFRM 405		
64X	18" MCH ALM WHL NC		
	SP DLR ACCT ADJ		

\$ 42,443.60 each

F1=Help F2=Return to Order F3/F12=Veh Ord Menu
F4=Submit F5=Add to Library
S099 - PRESS F4 TO SUBMIT QC002571

SHIP TO
WALKER COUNTY FIRE & RESCUE
107 ALEX DRIVE
CHICKAMAUGA, GA 30707

BILL TO
WALKER COUNTY FIRE & RESCUE
107 ALEX DRIVE
CHICKAMAUGA, GA 30707

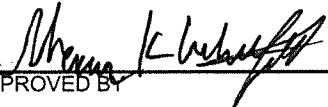
PURCHASE ORDER
NO. 2022-00000652
DATE 02/03/2022

VENDOR 61379 NAFECO

CONTACT
NAFECO
1515 WEST MOULTON ST
DECATUR, AL 35601

DELIVER BY
SHIP VIA
FREIGHT TERMS
ORIGINATOR Christina O'Toole
RESOLUTION #
PAYMENT TERMS

QUANTITY	U/M	DESCRIPTION	UNIT COST	TOTAL COST
60.0000	EA	Capital - Other Equipment - 60 Sets Lion V Force Armor Turnout Gear @2520 each	\$2,520.0000	\$151,200.00
TOTAL DUE				\$151,200.00


APPROVED BY

SPECIAL INSTRUCTIONS



NAFECO
Mailing: 1515 W Moulton St
(2601 Beltline Road)
Decatur, AL 35601
(800) 628-6233
info@nafeco.com

Quotation
Q1022119996

Date: 1/19/2022
Expires: 2/18/2022
FOB:

Customer Number: WAL042
Customer Information: Walker County Fire Rescue
Address: 107 Alex Dr
Chickamauga, GA 30707

Attention: Nathan Farrow
Phone: (706) 539-1255
Email: n.farrow@walkerga.us
Prepared By: Brian Goldman

Qty.	Product	Description	Each	Total
60	PSGQ27036	Lion V Force Armor AP Coat	\$1,520.00	\$91,200.00
60	PSGQ27036	Lion V Force Armor AP Pant	\$1,000.00	\$60,000.00
				Total: \$151,200.00
				tax & freight to be determined

Notes:

Thank you for your business!

NOTE: All accounts are subject to sales tax charges unless a valid state exempt certificate is on file with NAFECO, or provided at the time of the order.

If you have any questions concerning this quote, please call our number listed above.

Visit Us On The Internet At: www.nafeco.com

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT, made and entered into by and between WALKER COUNTY, GEORGIA, P.O. Box 445, 101 South Duke Street, LaFayette, Georgia 30728, hereinafter called the "CLIENT", and ATLANTIC COAST CONSULTING, INC., a corporation chartered and existing under the laws of the State of Georgia, hereinafter called the "CONSULTANT".

WHEREAS, the CLIENT has need of professional advice and consulting services regarding: Environmental Monitoring and Solid Waste Consulting Services for Marble Top Road Landfill – Sites 1 & 2.

NOW, THEREFORE, for and in consideration of the covenants and promises to be carried out by each party herein, it is agreed by and between the parties that the CLIENT shall and does hereby employ said CONSULTANT to provide certain professional advice and consulting services as follows:

ITEM A - CONSULTANT'S SCOPE OF SERVICES

The Scope of Services is enumerated in Exhibit A. It is entitled "Walker County Landfill Environmental Services, Scope of Services" and consists of four pages.

ITEM B - CONSULTANT'S COMPENSATION

The CONSULTANT will be compensated for the Scope of Services as enumerated in Exhibit B. It is entitled "Compensation" and consists of two pages.

ITEM C - TERMS AND CONDITIONS OF AGREEMENT

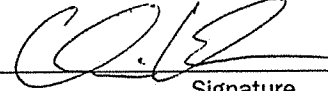
The parties agree that services covered by this AGREEMENT shall be performed in accordance with the TERMS AND CONDITIONS OF AGREEMENT on the back of this form or on the next page.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this, the 10 day of February, 2022.

CLIENT: WALKER COUNTY

By: 
Signature
Shannon K. Whitfield
Print Name
Title: Chairman/CEO

CONSULTANT: ATLANTIC COAST CONSULTING, INC.

By: 
Signature
Chris A. Klamke
Print Name
Title: Chief Operating Officer

TERMS AND CONDITIONS OF AGREEMENT

1. **AGREEMENT TO PROCEED.** This AGREEMENT shall be in effect from the signature date until completion of the work by CONSULTANT, or unless terminated sooner. Signing this form shall be construed as authorization by CLIENT for CONSULTANT to proceed with the work, unless a prior Notice-to-Proceed has been issued by the CLIENT.
2. **PAYMENT OF CONSULTANT.** Monthly Invoices will be issued by CONSULTANT for all work performed under the terms of this AGREEMENT. Invoices are due and payable within thirty (30) days of receipt. In addition to any other remedies CONSULTANT may have, CONSULTANT shall have the absolute right to cease performing any basic or additional services in the event payment has not been made, without any liability to CLIENT, pending payment of CLIENT's outstanding indebtedness. An interest charge of one percent per month will be added to invoices not paid within thirty days.
3. **STANDARD OF CARE FOR CONSULTANT.** CONSULTANT shall furnish services in a manner consistent with industry standards and to the level of professional skill generally acceptable in the industry with regard to services of this kind.
4. **PROJECT INFORMATION.** CLIENT shall furnish or cause to be furnished to CONSULTANT all documents and information known to CLIENT that relate to the identity, location, quantity, nature or characteristics of any hazardous waste, environmentally sensitive material, and/or asbestos at, on, or under the project. In addition, CLIENT will furnish or cause to be furnished such other reports, data, studies, plans, specifications, documents, information on surface and subsurface site conditions, and any other information required by CONSULTANT for proper performance of its services. CONSULTANT shall be entitled to rely upon CLIENT-provided documents and information in performing the services required under this AGREEMENT; however, CONSULTANT assumes no responsibility or liability for the accuracy or completeness of such CLIENT-provided documents.
5. **COST ESTIMATES AND TIME SCHEDULES.** Any opinions of construction costs provided by CONSULTANT will be on a basis of experience and judgment, but since CONSULTANT has no control over market conditions or bidding procedures, CONSULTANT cannot warrant that bids or ultimate construction costs will not vary from these cost estimates. Additionally, any opinions of time schedules provided by CONSULTANT will be on the basis of experience and judgment. However, since CONSULTANT has no control over permitting authority time frames, market conditions or weather related delays, CONSULTANT cannot warrant that schedules will not vary from the actual time frames. Notwithstanding the above, the CONSULTANT shall promptly inform CLIENT of any changes in cost estimates and time schedules that are the result of the conditions set forth in this section, and all said changes must be approved by the CLIENT in writing before said changes are implemented. The CLIENT shall provide its approval promptly, and such approval shall not be unreasonably withheld.
6. **CONSTRUCTION MONITORING.** Any construction inspection or testing provided by CONSULTANT is for the purpose of determining the Contractor's compliance with the functional provision of the project contract documents only. CONSULTANT in no way guarantees or insures Contractor's work, nor assumes responsibility for construction means and methods used by Contractor, nor for jobsite safety, nor for Contractor's compliance with any State or Federal laws and regulations. CLIENT agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for jobsite conditions during the course of construction of the project, including safety of all persons and property and that this responsibility shall be continuous and not be limited to normal working hours.
7. **EXISTING CONDITIONS AND RESPONSIBILITIES.** CLIENT acknowledges that CONSULTANT and its subconsultants have played no part whatsoever in the creation of any existing hazardous waste, pollution sources, nuisance, or chemical or industrial disposal problem which may exist or be discovered and that CONSULTANT has no responsibility beyond informing CLIENT of the discovered condition in a reasonable manner of time. CONSULTANT and its subconsultants, agents and employees shall not be responsible for any costs to cover claims, damages, losses and/or expenses (direct, indirect, and consequential), including, but not limited to, fees and charges of attorneys and court costs, arising out of existing conditions before, during and after the performance of the services by CONSULTANT. CLIENT recognizes and agrees that CONSULTANT has assumed responsibility for making only those investigations, reports, and recommendations to the CLIENT that are specifically included within the CONSULTANT's SCOPE OF SERVICES. CLIENT acknowledges and agrees that the sole responsibility for making any disclosures or reports to any third party, for the taking of corrective, remedial, or mitigating action shall be solely that of CLIENT.
8. **LIMITATION OF LIABILITY.** CONSULTANT's liability to the CLIENT for any cause of action or combination of causes, whether arising out of claims based upon contract, warranty, negligence, strict liability or otherwise, is limited to the dollar amount of CONSULTANT'S applicable Insurance policy limits (malpractice, general commercial liability automobile, worker's compensation), said dollar amount being a minimum of \$1,000,000 per occurrence. CONSULTANT shall have CLIENT listed as an additional Insured under each Insurance policy, and CONSULTANT shall provide CLIENT with a certificate of Insurance regarding each Insurance policy. CONSULTANT is not responsible for damage to CLIENT's or sampling equipment (owned or rented) caused by the poor condition of CLIENT's wells. Any damage to CONSULTANT's sampling equipment caused by the poor condition of CLIENT's wells will be covered by CLIENT.
9. **LEGAL EXPENSES.** In the event legal action is brought by CLIENT or CONSULTANT against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party its reasonable amounts for attorney's fees, costs and expenses incurred as a result of that action.
10. **PROJECT PROGRESS.** CONSULTANT's services and compensation under this AGREEMENT have been agreed to in anticipation of the orderly and continuous progress of the Project through completion.
11. **PROJECT TIME.** Should completion of the services be delayed for cause(s) beyond CONSULTANT's responsible control, including, but not limited to, force majeure, the time for performance shall be extended for a period at least equal to the delay and the parties will mutually agree on the terms and conditions upon which the services may be continued.
12. **PROJECT DELAYS.** The CONSULTANT will prepare drawings, specifications and/or reports in a timely manner, but it is agreed between the parties to this AGREEMENT that the CONSULTANT cannot be responsible for delays occasioned by factors beyond CONSULTANT's control, nor by factors which could not reasonably have been foreseen at the time this AGREEMENT was prepared and executed.
13. **LIMITATION OF PROFESSIONAL SERVICES.** Unless expressly stated to the contrary, the professional services to be provided by the CONSULTANT do not include meetings and consultations in anticipation of litigation or arbitration or attendance as an expert witness in any deposition, hearing or arbitration. If requested, these services will be provided by an amendment to this AGREEMENT, setting forth the terms of compensation to be received by the CONSULTANT.
14. **CONFIDENTIALITY.** The CONSULTANT shall not disclose nor permit disclosure of any information specifically designated by the CLIENT as confidential, except to its employees and other subconsultants who need such information in order to properly execute the services of this AGREEMENT.
15. **OWNERSHIP OF WORK PRODUCT.** Upon completion of the project, the drawings, reports and other material provided to the CLIENT by the CONSULTANT become the property of the CLIENT.

CONSULTANT may keep copies of all work products. If the CLIENT should reuse any work products, the CLIENT shall assume full responsibility for such use. CONSULTANT shall not be responsible for any use beyond those services originally agreed upon.

16. **SEVERABILITY; SURVIVAL.** If any of these TERMS AND CONDITIONS OF AGREEMENT shall be finally determined to be invalid or unenforceable in whole or part, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto. The parties agree to reform this AGREEMENT to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision. These TERMS AND CONDITIONS OF AGREEMENT shall survive the completion of the services under this AGREEMENT and the termination of this AGREEMENT for any cause.
17. **DATE CHANGES.** If in this AGREEMENT specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided and if such periods of time or dates are changed through no fault of CONSULTANT, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment.
18. **ASSIGNMENTS.** Each party binds himself and his partners, successors, executors, administrators and assigns to the other party of this AGREEMENT, and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this AGREEMENT. Neither party shall assign, sublet or transfer his interest in this AGREEMENT without the written consent of the other.
19. **TERMINATION.** Either party may terminate this AGREEMENT at any time, without cause, by providing sixty days (60) written notice to the other party. Either party may terminate this AGREEMENT at any time, due to material breach of the AGREEMENT, by providing thirty (30) days written notice to the other party, if the other party fails to cure the breach within said thirty (30) day time period. CONSULTANT shall be compensated for conforming work actually performed and in-scope expense reasonably incurred up to the date of termination.
20. **WAIVER.** No waiver by either party of any default or non-performance by either party shall be considered a waiver of any subsequent default or non-performance.
21. **RECORD RETENTION.** All records related to this AGREEMENT shall be retained by both parties for a period of four (4) years after the conclusion of this AGREEMENT. Records relating to any claim arising out of the performance of this AGREEMENT, or costs and expenses of this AGREEMENT to which exception has been taken by either party, shall be retained by the other party until the claim has been resolved.
22. **USE AND TRANSFER OF ELECTRONIC MEDIA FILES.** The CLIENT and the CONSULTANT agree that any electronic data prepared by either party shall conform to the appropriate project specifications. The electronic files submitted by the CONSULTANT to the CLIENT are submitted for an acceptance period of fourteen (14) days. Any defects or deficiencies that the CLIENT discovers during this period will be reported to the CONSULTANT and will be corrected as part of the CONSULTANT'S Scope of Services. Corrections or deficiencies detected and reported after the acceptance period will be compensated as additional services and at the rates presented in ITEM B: Consultant's Compensation. The CLIENT acknowledges the CONSULTANT'S work product, including all documents on electronic media, are Instruments of professional services. Nevertheless, the work product and historical data used in regard to this AGREEMENT shall become the joint property of the CONSULTANT and the CLIENT upon completion of the CONSULTANT'S services and payment in full of all monies due the CONSULTANT. The CLIENT agrees not to transfer these Files to others without providing prior notice to the CONSULTANT. The CLIENT agrees to waive any claim against the CONSULTANT from any unauthorized reuse or modification of the work product, or from any third party's reuse or modification of the work product.
23. **INTEGRATION CLAUSE/EFFECT OF PRIOR AGREEMENTS/PRECEDENCE.** This AGREEMENT is intended by the parties as the final and binding expression of their agreement and as the complete and exclusive statement of the terms thereof. This AGREEMENT supersedes and revokes all prior negotiations, representations and agreements, whether oral or written, relating to the subject matter hereof. Furthermore, these TERMS AND CONDITIONS OF AGREEMENT shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding CONSULTANT's services absent CONSULTANT's express written agreement.
24. **THE CLIENT'S RESPONSIBILITIES.** The CLIENT shall: (a) Upon request from the CONSULTANT, provide all criteria and full information as to the CLIENT's requirements for the project, including project objectives/constraints, space, capacity, and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all standards which the CLIENT will require in the work products; (b) Assist CONSULTANT by placing at his disposal all available information pertinent to the project; (c) Acquire all real estate interests and provide right-of-entry to all property necessary to perform this project; (d) Examine all studies, reports, sketches, opinions of the construction costs, specifications, drawings, proposals and other documents presented by the CONSULTANT to the CLIENT, and promptly render in writing the decisions pertaining thereto within a period mutually agreed upon; (e) Designate in writing a person to act as the CLIENT's representative with respect to the services rendered under this AGREEMENT. Such person shall have complete authority to transmit instructions, receive information, interpret and define the CLIENT's policies and decisions with respect to materials, equipment, elements and systems pertinent to the CONSULTANT's services and to bind CLIENT with respect to these items; (f) Give prompt written notice to the CONSULTANT whenever the CLIENT observes or otherwise becomes aware of any development that affects the satisfactory completion of the project; (g) Furnish all required approvals and permits from all governmental authorities having jurisdiction over the project, and such approvals and consents from others as may be necessary for completion of the project, except as specifically excluded herein; and (h) Bear all costs incident to compliance with the requirements of item 24.
25. **GOVERNING LAW.** This AGREEMENT shall be governed in all respects by the laws of the State of Georgia.

Exhibit A
Walker County Landfill Environmental Services
SCOPE OF SERVICES

CONSULTANT's Scope of Services is as follows:

Task 1 – Semi-Annual Groundwater and Surface-Water Monitoring and Reporting [Site 1 & Site 2]

Services provided by the CONSULTANT under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

Site 1 includes twenty-five (25) groundwater monitoring wells and four (4) surface water monitoring points. Site 2 includes five (5) groundwater monitoring wells and one (1) surface water monitoring point. These will be sampled as required by the approved Georgia Environmental Protection Division (EPD) Groundwater Monitoring Plans for Sites 1 and 2 as presented in the Walker County Landfill (WCL) Design & Operation (D&O) Plan dated November 2018 (2018 WCL D&O Plan).

The 2018 WCL D&O Plan uses the practices and procedures presented in the current version of the United States Environmental Protection Agency, Region 4, Science and Ecosystem Support Division, Field Branches Quality System and Technical Procedures (EPA SEDS), as the basis for sampling environmental media at the WCL. Additionally, in the event additional services are requested by CLIENT, procedures for advancing or abandoning exploratory borings, drilling, and installing groundwater or vapor monitoring wells, or the care and maintenance of monitoring points (e.g., surface or well) at the WCL are based in general accordance with both the procedures presented in the current EPA SEDS and Georgia Water Well Standards Act. The CONSULTANT shall perform tasks related to the EPD approved groundwater monitoring Plans for Sites 1 and 2 in general accordance with the 2018 WCL D&O Plan.

The CLIENT will be notified of any unusual or out-of-the-ordinary monitoring point conditions or events (i.e., a groundwater submersible pump lodged in a well, etc.) while the CONSULTANT is at the WCL. No CONSULTANT subcontractors or subconsultants are permitted at the WCL without informing WCL management. The CLIENT will directly pay vendor laboratory analytical, rental and expendables for each sampling event. CONSULTANT will review vendor invoices for accuracy and notify CLIENT if these are acceptable for payment.

Prior to sampling, water levels and depth of well bottom will be measured and the wells will be purged. Groundwater or surface water temperature, pH, conductivity, and turbidity will be measured in the field and measurements recorded. Samples will be collected in laboratory-cleaned containers for shipment or delivery to the laboratory. Chain-of-custody will be maintained for the collected samples and properly documented.

During semi-annual sampling events in February and August, samples from Site 1 groundwater wells will be analyzed for the Appendix I parameters listed in 40 CFR Part 258, Subpart E, 56 Fed. Reg. 51032-51039 (October 9, 1991) and mercury (Hg), and the Appendix II parameter bis(2-ethylhexyl) phthalate (BEHP) in one Site 1 well, GWC-10. At Site 1, additional natural attenuation parameters (nitrate, ferrous iron, sulfide, sulfate, and chloride) are sampled and analyzed annually from nine wells to support the annual update discussed in Task 3 below. Site 2 wells are sampled and analyzed for Appendix I parameters listed in 40 CFR Part 258, Subpart E, 56 Fed. Reg. 51032-51039 (October 9, 1991). Surface-water locations will be sampled and analyzed semi-annually for surface-water parameters listed in the approved monitoring plan. Laboratory analytical services are subcontracted directly by CLIENT. CONSULTANT will review laboratory invoices for accuracy and notify CLIENT if these are acceptable for payment. Upon receipt of analytical data, CONSULTANT will perform the necessary evaluation and prepare a monitoring report. The report will include at a minimum:

- A potentiometric map and calculated groundwater flow rate.
- Statistical analysis of the groundwater data.
- A summary and discussion of the analytical data.
- Copies of the laboratory certificates of analysis as provided by CLIENT.

Exhibit A
Walker County Landfill Environmental Services
SCOPE OF SERVICES

- Certification of compliance or non-compliance of laboratory results by the qualified groundwater scientist, and
- The report will be certified by a professional geologist registered in Georgia.

CONSULTANT will prepare a draft semi-annual report for CLIENT review for Site 1 and 2. CONSULTANT will provide one hard copy of the final reports to the CLIENT. Final report electronic Adobe PDFs will be uploaded in the Georgia EPD Online System (GEOS) by CONSULTANT for final CLIENT approval/submittal in GEOS. The CLIENT should archive the GEOS submittal receipt in the Operating Record for proof of submission to EPD.

Task 2 – Quarterly Methane Monitoring and Reporting [Site 1 & Site 2]

Methane and oxygen concentrations will be measured and recorded for the facility methane monitoring wells and bar punch locations as listed on the Georgia EPD approved Methane Monitoring Plan for the site. On-site structures will also be monitored, and results presented in the report.

Methane well measurements will be collected as follows:

- Calibrate equipment per manufacturer specification and check proper operation;
- Insert methane tube to quick-connect fitting;
- Pump sample for a minimum of 3 minutes, and
- Monitor levels until they stabilize and record peak measurement on field form.

Methane bar-punch locations will be measured using the following protocol:

- A new point will be punched, sealed, and will be allowed to equilibrate approximately 30 minutes before sampling.
- Calibrate equipment per manufacturer specification and check proper operation;
- Insert sample tube and pump sample for a minimum of 60 seconds, or until readings have stabilized, and
- Record peak measurement on field form.

Methane measurements will be made using a meter suitable for landfill methane monitoring. The meter will be able to monitor the lower explosive limit (LEL) to 100% then switch to percent by volume. Measurements will be recorded on the EPD-approved Periodic Methane Monitoring Report Form in GEOS. In addition to recording methane and oxygen levels from monitoring wells, the following will be observed and documented on the form as required by EPD:

- Soil Conditions;
- Weather Conditions;
- Temperature;
- Barometric Conditions;
- Relative Humidity; and
- Surveil vegetated areas and note areas where stress is evident.

A copy of the most recent potentiometric surface map will be included with each methane report, as required by EPD methane monitoring protocols. A methane well construction summary table that includes surveyed elevation and depth to well bottom is to be included with each potentiometric surface map and result certification page.

The CLIENT will be notified verbally, or by email, immediately if an exceedance of methane compliance limits is detected at the WCL. Results of the methane monitoring event will be reported to the CLIENT and to EPD within 10 business days of collecting field data. CONSULTANT will provide one hard copy of each final report to the CLIENT. Final reports will be submitted by CONSULTANT to GEOS. Final report electronic Adobe PDFs

Exhibit A
Walker County Landfill Environmental Services
SCOPE OF SERVICES

will be uploaded by CONSULTANT for CLIENT approval in GEOS. The CLIENT should archive the GEOS submittal receipt in the Operating Record for proof of submission to EPD.

Task 3 – Annual CAP Status Update Report

In accordance with the Site 1 Corrective Action Plan (CAP), CAP Status Update Reports are required annually. These updates include revision of a BIOCHLOR fate and transport groundwater model originally completed as part of the Assessment of Corrective Measures Study. The annual update consists of a stand-alone report that includes required models of Ethane/Ethene degradation, such as BIOCHLOR, and Natural Attenuation Screening Protocol (NASP) evaluation for GWC-1A, GWC-2, GWC-3D, GWC-4, GWC-6B, GWC-7A, GWC-9A, GWC-22, and GWC-23. Current detections of benzene require a model such as BIOSCREEN to model this constituent. To score the NASP, analysis of additional natural attenuation parameters (nitrate, ferrous iron, sulfide, sulfate, and chloride) in samples from the nine wells is required for input into the NASP calculation. The BIOCHLOR and/or BIOSCREEN model will be calibrated with recent field analytical data. A report will be generated that includes the model output and will summarize the findings. CONSULTANT will provide one hard copy of the final report to the CLIENT. The Final report will be submitted by CONSULTANT to GEOS. Final report electronic Adobe PDFs will be uploaded by CONSULTANT for CLIENT approval in GEOS. The CLIENT should archive the GEOS submittal receipt in the Operating Record for proof of submission to EPD.

Task 4 – Site 2 Annual Remaining Capacity Report

CLIENT is required to submit a remaining capacity report by September 30th of each year to Georgia EPD reflecting the Site 2 landfill's remaining capacity as of June 30th of each year per Georgia rule Chapter 391-3-4-.17(3). The CLIENT will provide CONSULTANT with the total landfilled tonnage for the period to complete the report. The CLIENT will provide CONSULTANT with a current year topographic survey of Site 2 in AutoCAD format. CONSULTANT will provide one hard copy of the final report to the CLIENT. The Final report will be submitted by CONSULTANT to GEOS. Final report electronic Adobe PDFs will be uploaded by CONSULTANT for CLIENT approval in GEOS. The CLIENT should archive the GEOS submittal receipt in the Operating Record for proof of submission to EPD.

Task 5 – Site 2 Annual Camera Line Review

CLIENT will perform the annual camera line video inspection of Site 2 collapse detection system. CONSULTANT will review electronic video files supplied by the CLIENT and note any apparent changes in vertical alignment, sagging (including length and estimated depth), or obvious failure due to collapse. Any abnormal areas identified in the video will be captured via a screen shot of the suspected abnormality. A summary table of any identified issues will be prepared by CONSULTANT and submitted to CLIENT for review. CONSULTANT will prepare a draft annual collapse detection report in the format described in the 2002 D&O Plan, Sheet 13. The draft report will be submitted to CLIENT for review, and CLIENT's review comment(s) will be incorporated into a final report. CONSULTANT will provide one hard copy of the final report to the CLIENT. The final report will be submitted by CONSULTANT to GEOS. Final report electronic Adobe PDFs will be uploaded by CONSULTANT for CLIENT approval in GEOS. The CLIENT should archive the GEOS submittal receipt in the Operating Record for proof of submission to EPD.

Exhibit A
Walker County Landfill Environmental Services
SCOPE OF SERVICES

Task 6 – General Services

Professional services beyond the scope of Tasks 1 through 5 will be performed as requested under Task 6 and will be performed in accordance with the CONSULTANT's current rate schedule table (see Exhibit B for 2022 Rate Schedule). CONSULTANT will provide CLIENT a fee estimate for any additional requested services. Approval from the CLIENT will be obtained prior to initiating work under general services.

Assumptions and Exclusions

This scope of services was based on the following assumptions and exclusions that are incorporated into this agreement:

1. CLIENT will maintain open access to the environmental monitoring locations.
2. Reporting effort will include separate reports for Site 1 and Site 2. A Georgia registered Professional Geologist will stamp both semi-annual reports.
3. Estimated budgets for Groundwater monitoring assume one mobilization per sampling event, 72 hours of field time per sampling event, and includes per diem and vehicle charges.
4. Estimated budgets for Methane monitoring assume one mobilization for the second and fourth quarter sampling events, 8 hours of field time per sampling event, and includes per diem and vehicle charges. Includes quarterly methane monitoring events for methane wells and relevant structures along with any bar punch locations. Two (2) quarterly events (first and third quarter) will be conducted in conjunction with routine groundwater monitoring events in February and August.
5. Laboratory analysis are paid directly by CLIENT and CONSULTANT will review laboratory invoices for accuracy.
6. Groundwater monitoring equipment rental and expendables will be paid directly by CLIENT and CONSULTANT will review rental vendor invoices for accuracy.
7. Response to EPD comments on groundwater monitoring reports, methane monitoring reports, remaining capacity reports, Site 1 Fate and Transport model update reports, or Site 1 camera line reports if required, would be completed under Task 6 (General Services).

Exhibit B

COMPENSATION

The CONSULTANT will be compensated for the Scope of Services as described in Exhibit A as follows. When the CLIENT authorizes the CONSULTANT to proceed with the work outlined in Item B of the Task Order, CLIENT agrees to pay CONSULTANT monthly, for work completed, based on the standard hourly billing rates in effect when services are provided by the CONSULTANT's employees of various labor grades.

Direct expenses (such as travel, subsistence, field equipment, communications, subconsultant services) are reimbursable at cost plus ten percent.

The contract amount for the Task Order shall not exceed the calendar year totals without prior authorization by the CLIENT. Estimated fee by task is presented in the table below.

<i>Task</i>	<i>Budget</i>	<i>Unit</i>
1st 2022 Semi-Annual Groundwater Monitoring and Reporting [Site 1 & Site 2]	\$18,300	each
2nd 2022 Semi-Annual Groundwater Monitoring and Reporting [Site 1 & Site 2]	\$18,300	each
Quarterly Methane Monitoring and Reporting [Site 1 & Site 2]	\$3,300	\$825/event
Site 1 Annual CAP Status Update Report [Second Event]	\$3,700	each
Site 2 Remaining Capacity	\$2,000	each
Site 2 Camera Line Review	\$6,000	each

<i>Task</i>	<i>Budget</i>	<i>Unit</i>
1st 2023 Semi-Annual Groundwater Monitoring and Reporting [Site 1 & Site 2]	\$18,900	each
2nd 2023 Semi-Annual Groundwater Monitoring and Reporting [Site 1 & Site 2]	\$18,900	each
Quarterly Methane Monitoring and Reporting [Site 1 & Site 2]	\$3,400	\$850/event
Site 1 Annual CAP Status Update Report [Second Event]	\$3,700	each
Site 2 Remaining Capacity	\$2,300	each
Site 2 Camera Line Review	\$6,000	each

Exhibit B

COMPENSATION

Atlantic Coast Consulting, Inc.

2022 Rate Schedule

Labor Category	*Hourly Rate	Title
Administrative	\$64.00	Administrative
Field Technician	\$77.00	Field Technician / Scientist I
Sr. Field Technician	\$89.00	Senior Field Technician
Consultant 1	\$75.00	Designer I
Consultant 2	\$98.00	Designer II/ Scientist II
Consultant 3	\$117.00	Engineer I / Geologist I / Senior Designer
Consultant 4	\$127.00	Engineer II / Geologist II / Scientist III
Consultant 5	\$147.00	Engineer III / Geologist III
Consultant 6	\$167.00	Professional Engineer/Professional Geologist / Senior Scientist
Consultant 7	\$175.00	Senior Professional Engineer/Senior Professional Geologist
Consultant 8	\$185.00	Project Manager
Consultant 9	\$206.00	Group Manager
Consultant 10	\$220.00	Principal

**Hourly rates are subject to adjustments annually in January*

Internal costs such and direct expenses (such as travel, subsistence, field equipment, communications, printing, plotting, subconsultant services, etc.) are reimbursable at cost plus ten percent.

Walker County Departmental Statistics - January 2022



Department		Monthly Totals												YTD Totals				YTD Totals				Yearly Totals				Yearly Totals			
Animal Shelter		December		January		2022		2021		2020		2019		2018		2017													
		Dogs	Cats	Dogs	Cats	Dogs	Cats	Dogs	Cats	Dogs	Cats	Dogs	Cats	Dogs	Cats	Dogs	Cats												
Intake		108	16	110	37	110	37	1,322	648	1,093	516	1,094	295	1,176	25	1,628	979												
Outake (Adopted, Rescued, Returned)		109	26	119	24	119	24	1,281	624	1,091	474	1,099	279	1,012	47	1,134	444												
Adopted		4	10	2	2	2	2	31	91	33	65	208	152	138	34	217	147												
Rescued		79	16	90	21	90	21	999	494	919	397	766	119	749	13	686	295												
Returned to Owner		25	0	24	1	24	1	238	18	119	6	112	3	125	0	231	2												
Euthanized		1	0	3	0	3	0	17	23	20	6	31	7	56	2	336	396												
Codes Enforcement & Litter		December		January		2022		2021		2020		2019		2018		2017													
In Compliance		992		341		341		19,409		6,672		9,309		5,124		4,745													
Violations		18		22		22		402		343		435		857		1,469													
Closed Cases		3		1		1		154		161		58		339		480													
Roadside Trash Pounds		12,923		2,700		2,700		143,723		143,800		143,330		122,912		123,020													
Elections		December		January		2022		2021		2020		2019		2018		2017													
Registered Voters		179		165		43,102		43,025		43,719		40,281		38,202		35,842													
Fire Department		December		January		2022		2021		2020		2019		2018		2017													
Calls for Service		528		616		616		4,173		3,478		6,091		5,670		4,441													
Units Handling Calls for Service		752		946		946		7,024		5,705		8,815		6,359		4,742													
Smoke Alarms Installed		14		20		20		368		322		781		228		21													
Mountain Cove Farms		December		January		2022		2021		2020		2019		2018		2017													
Total Nights Booked		47		12		12		892		840		1,102		908		525													
Planning		December		January		2022		2021		2020		2019		2018		2017													
Single Family New Home Construction		17		14		14		157		150		128		124		135													
Public Relations		December		January		2022		2021		2020		2019		2018		2017													
Media Impressions (stories)		55		30		30		460		460		451		509		603													
Facebook Followers Added		80		1,034		1,034		1,227		2,768		1,880		2,182		4,615													
Facebook Posts		32		39		39		519		888		602		487		594													
WalkerCountyGA.gov views		41,780		42,852		42,852		568,384		668,051		357,989		316,285		399,087													
Newsletter Subscribers Added		28		21		21		1,376		1,104		971		925		1,184													
Public Works		December		January		2022		2021		2020		2019		2018		2017													
Patching/Potholes		86		0		0		4,157		5,785		6,148		4,798		no data													
Walker Transit		December		January		2022		2021		2020		2019		2018		2017													
Total Trips		1,868		1,566		1,566		18,420		17,436		26,535		21,551		24,938													

WALKER COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SESSION
AFFIDAVIT

The undersigned, having been duly sworn, states under oath that the following is true and accurate:

1.

The Walker County Board of Commissioners met in an open and duly advertised meeting on February 10, 2022

2.

During the meeting, the Walker County Board of Commissioners voted to enter into executive session.

3.

In my capacity as Commission Chairman, I presided over the executive session. The executive session was called to order at _____ p.m. The following Commissioners were present: Blakemore, Askeu, Hart, and Stultz

Also in attendance: County Attorney Gottlieb

4.

The subject matter of the executive session was devoted to the following matter(s) within the exceptions provided in the open meeting law: (Initial all that are applicable):

☒ **Litigation Matters:** Consultation with the Walker County government attorney to discuss pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought, or to be brought, by or against Walker County government or any officer or employee in which Walker County government or any officer or employee may be directly involved; as provided in O.C.G.A. 50-14-2(1);

☒ **Real Estate Matters:** Discussion regarding the future purchase or acquisition, disposal, or leasing of real estate; as provided by O.C.G.A. 50-14-3(b)(1);

SKWx **Personnel Matters:** Discussion or deliberation upon the appointment, employment, compensation, hiring, disciplinary action or dismissal of a Walker County government officer or employee; as provided in O.C.G.A. 50-14-3(6);

SKWx **Cybersecurity**

____ Other (describe exemption to the open meeting law) _____
_____ as provided in O.C.G.A. _____.

SKW ☒ No other matters were discussed during the executive session.

____ Discussion occurred on a topic not authorized by law. The meeting was declared out of order, immediately ceased and was adjourned.

This 10th day of February, 2022

Shannon K. Whitfield

Print Name: Shannon K. Whitfield

Print Title: Commission Chairman

Sworn to and subscribed before me this
10th day of February, 2022

[Signature]

Notary Public

My commission expires: _____

