

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 special called meeting of the Board of Commissioners of Walker County, Georgia to be held on February 23, 2022 at 7:00 p.m.

SPECIAL CALLED MEETING
(Agenda Amended at the Meeting)

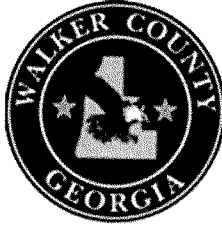
- **Invocation & Pledge**
- **Chairman Whitfield will Call to Order the Regular Meeting**
Clerk establishes a Quorum is present
- **Approve Agenda**
- **Approve Minutes**
Approval of the Minutes for the Regular Scheduled Meeting Held on February 10, 2022 at 7:00 p.m.
- **Public Hearing**
Ordinance O-02-22 to Amend Certain Sections of Chapter 20 of the Code of Walker County, Georgia to Adopt the 2021 Edition of the International Property Maintenance Code; and for other provisions
- **New Business**
Intergovernmental Agreement for Use and Distribution of Proceeds Generated by the 2022 Transportation Special Purpose Local Option Sales Tax (TSPLOST)

Resolution R-012-22 to Impose, Levy and Collect a Transportation Special Purpose Local Option Sales Tax (TSPLOST) within Walker County, Conditioned Upon Approval By A Majority of the Qualified Voters Residing within Walker County in a Referendum to be Held May 24, 2022

~~Joint Comprehensive Plan for Walker County and the Cities of Chickamauga, LaFayette, Lookout Mountain, and Rossville for the Period of 2022-2032~~

Lookout Mountain Judicial Circuit Drug Task Force Intergovernmental Contract
- **Public Comment**
- **Commissioner Comments**
- **Executive Session**
- **Adjourn**

***NEXT MEETING - There will be a called work session on the Defined Benefit Plan at 6:30 p.m. on Monday, February 28 at the Walker County Civic Center. The next regular meeting of the Board of Commissioners will be on Thursday, March 10, 2022.**



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

Minutes of the Special Called Meeting
February 23, 2022

- I. **Call to Order:**

Chairman Whitfield called to order the Special Called Commissioner's Meeting held at Annex III, 201 S. Main Street, LaFayette, Georgia at 7:00 PM on February 23, 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, Landfill Manager Payne Gily, Economic Development Director Stephanie Watkins, 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:**

Chairman Whitfield recommended removing the Joint Comprehensive Plan for Walker County and the Cities from the agenda since the information has not come back and it needs to be reviewed before being voted on by the Board. Commissioner Hart made a motion to approve the agenda with the removal of the Joint Comprehensive Plan, seconded by Commissioner Blakemore, 4 ayes and 0 nays, motion was approved.
- IV. **Approval of Minutes:**

Commissioner Askew made a motion to approve the minutes for the Regular Scheduled Meeting held February 10, 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-02-22 to amend certain sections of Chapter 20 of the Code of Walker County, Georgia to adopt the 2021 Edition of the International Property Maintenance Code; and for other provisions. Alex Boyle, a citizen, asked what the significant changes were. Legal and Policy Director David Gottlieb said this is an established code and the only significant changes were that citation issue appeals would go in front of a Magistrate Judge instead of a three person Board of Appeals. Mr. Boyle asked why there was a new procedure. Mr. Gottlieb said it is difficult getting knowledgeable volunteers for the Board of Appeals and Magistrate Court is already established. Mr. Boyle asked if there was a standing Board of Appeals currently. Chairman Whitfield said yes but it is inactive. He said using Magistrate Court would be more professional for dealing with code citations. Commissioner Askew said using Magistrate Court is a common practice and process. Chairman Whitfield said it is not the goal to use Magistrate Court often but to use it as a last resort to get citations dealt with.
- VI. **New Business:**
 - I. Chairman Whitfield reviewed the Intergovernmental Agreement for use and distribution of proceeds generated by the 2022 Transportation Special Purpose Local Option Sales Tax (TSPLOST). He said this agreement has already been approved by other cities and the distribution percentages are the main point. He said these funds will be used to pave roads and the current TSPLOST project is on schedule to mature in August which is about five to seven months early. He said this agreement is in conjunction with Resolution R-012-22 and will show the next five year potential collection. Commissioner Blakemore made a motion to approve, seconded by Commissioner Stultz, 4 ayes and 0 nays, motion carried.
 - II. Chairman Whitfield read the Lookout Mountain Judicial Circuit Drug Task Force Intergovernmental Agreement and said the only change is the city of LaFayette opted out of being included this year. Commissioner Askew said the DTF does an excellent job in the tri county area. Commissioner Stultz said they do a phenomenal job, they work very hard, and he is proud to have them in Walker County. Commissioner Blakemore made a motion to approve, seconded by Commissioner Askew, 4 ayes and 0 nays, motion carried.

- III. Chairman Whitfield stated he had skipped over an item on the agenda and went back to Resolution R-012-22. He read Resolution R-012-22 to impose, levy and collect a transportation special purpose local option sales tax (TSPLOST) within Walker County, conditional upon approval by a majority of the qualified voters residing within Walker County in a referendum to be held May 24, 2022. He said this is a document to pass over to the elections superintendent. Commissioner Hart made a motion to approve, seconded by Commissioner Stultz, 4 ayes and 0 nays, motion carried.

VII. Public Comment

Alfred Holland came forward and expressed concerns about water issues on Myers Road and Hurt Road in Chickamauga. He gave details of the issues with the tiles in the areas.

Commissioner Askew said he would meet with him and take a look at the problem. Chairman Whitfield said the County had done some repairs near the areas and he will look into this issue. Randy Pittman said the Historic Preservation Commission will be on Beverly's Historic Moments on UCTV and thanked the Board for his appointment to the Commissioner. He said he has learned a lot from Beverly Foster and John Culpepper.

VIII. Commissioner Comments:

Commissioner Blakemore thanked everyone for coming out and encouraged them to reach out with any concerns or questions. He said the more involved people are the best job the Board can do for the citizens.

Commissioner Askew thanked everyone for coming out and being involved. He said the public's participation helps the Board do a better job. He thanked Mr. Holland for bringing the water issues forward so they could take a look into fixing them.

Commissioner Hart wanted to recognize the Cross family on their 2022 Farmer Family of the Year award. He said the LaFayette Basketball Team was in the state playoffs and had won tonight

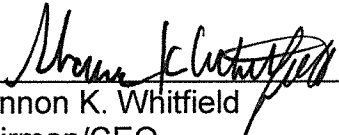
Commissioner Stultz thanked everyone for their participation and for all of the County staff employees for their hard work. He also thanked Randy Pittman for his involvement in County government.

IX. Executive Session:

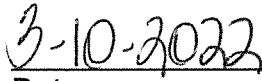
Chairman Whitfield made a motion to go into Executive Session to discuss personnel. Seconded by Commissioner Askew, 4 ayes and 0 nays, Executive Session began at 7:32 P.M. Chairman Whitfield called the regular scheduled meeting back to order at 9:01 P.M. and stated there was no action to be taken from the Executive Session.

Adjournment:

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



Shannon K. Whitfield
Chairman/CEO
Walker County Georgia



Date

Minutes prepared by: Walker County Board Clerk, Whitney Summey

Regular Scheduled Commissioners Meeting

Walker County Annex III

February 23, 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 23, 2022

7:00 PM

Name

Address

Paine Gily

Lawrence

Randy Pittman

Rossville

Stephanie Watkins

Rock Spring

Alfred Holland

CHICKAMAUGA GA

Bill Browne

ROCK SPRING

A By

Channing

Kar Bradley

Bobby & Snider

Chickamauga Park to host night sky program

From National Park Service



On Saturday, Feb. 12, at 6:30 p.m., Chickamauga and Chattanooga National Military Park, in partnership with the Barnard Astronomical Society of Chattanooga, invites the public to participate in a special one-hour ranger-led program discussing the night skies above Chickamauga Battlefield during the Civil War compared to today. This program will take place at the Recreation Field on Chickamauga Battlefield. Special program signs will direct visitors to the program site.

The stars we see above us today were visible to soldiers during the Civil War, but we cannot see all that they saw. Join a park ranger for this very special program that allows visitors to Chickamauga Battlefield at night, which is otherwise restricted.

The Barnard Astronomical Society will be providing telescopes for viewing. Participants are welcome to bring their own telescope, if so desired, and are encouraged to bring an iPad to use a downloadable Night Sky App. Portable chairs

and flashlights are encouraged. Participants should dress for the weather. In case of rain, the event will be moved to Saturday, Feb. 19, at 6:30 p.m.

For more information about the Barnard Astronomical Society of Chattanooga, visit <https://barnardastronomy.org> or on Facebook at <https://www.facebook.com/BarnardAstro>.

For more information about programs at Chickamauga and Chattanooga National Military Park, contact the Chickamauga Battlefield Visitor Center at 706-866-9241, the Lookout Mountain Battlefield Visitor Center at 423-821-7786, or visit the park website at www.nps.gov/chch.

Hamilton in Dalton offering CNA training

From Hamilton Medical Center

Hamilton Medical Center in Dalton is now offering a three-week certified nursing assistant program.

"CNAs are the backbone of the nursing profession," said Mickie Hollis, director of Clinical Development. "They assist with patients' daily living activities and perform basic medical procedures under the supervision of a licensed nurse."

Some of the typical activities a CNA would participate in include: repositioning

patients or residents, assisting with grooming or feeding, checking vital signs, answering patient call lights, documenting patient care information, stocking supplies and transporting patients, while ensuring safety precautions.

Currently, classes run Monday to Friday from 8 a.m. to 5 p.m. In early 2022, night classes will be offered as well to be more convenient for those who want to keep working at another job while learning.



Mickie Hollis

The program includes lectures, videos, testing and skills development. Hamilton's 120-hour program also includes basic life support. Classes are held at the Hamilton University Base, 1275 Elwood Drive in Dalton.

"We're keeping the classes small so we can do more one-on-one education," Hollis said.

Students must be at least 16 years old to enroll. "They also need to have a

compassionate spirit and a desire to help other people," said Hollis.

The program cost is \$900, but Hamilton is offering tuition reimbursement and scholarships to qualified individuals.

"We have job opportunities we can offer to graduates of this program," said Hollis. Positions are available at HMC, Hamilton Long Term Care facilities and other areas of Hamilton Health Care System.

For more information, visit hamiltonhealth.com/cna or email mhollis@hmc.org.

Hamilton Medical Center offering 'Take It to Heart' program

From Hamilton Medical Center

Hamilton Medical Center (HMC) in Dalton will offer its next "Take It to Heart" program on Tuesday, Feb. 22, at 6 p.m. and Saturday, Feb. 26, at scheduled times. The program includes a free cardiac risk assessment and, information to help you prevent future heart problems.

"By knowing your risk, you can take steps to avoid heart disease," said Dr. Stephen Rohn, cardiologist at Hamilton Physician Group-Cardiology.

Take It to Heart is a two-part program. The first part consists of an educational seminar in the Brown Auditorium at HMC, presented by Rohn. His presentation

includes education on causes, risk and genetic factors, diet, exercise, symptoms, treatments and medications.

The second part, held at Hamilton Diagnostics Center, is a cardiac risk assessment including blood pressure, calcium scoring, lab work (total cholesterol and HDL), height, weight and a series of questions.

This program is free and open to anyone who has not participated in Take It to Heart in the last five years, is not currently being treated by a cardiologist, has not had stents put in, and has at least two of the following risk factors: family history of heart disease, high blood



Stephen Rohn

pressure, high cholesterol, diabetes, history of smoking and being overweight.

A physician's order for the cardiac scoring is required. Please have your physician send the order to Hamilton Diagnostics Center on or before Feb. 22 in order to

receive a free CT scan. If you do not have a primary care provider, please call 706-272-6114.

Fasting for lab assessment is required.

If you would like to attend this event and need assistance with interpretation services and/or auxiliary aids, please indicate when registering.

NOTICE OF PUBLIC HEARING

The Governing Authority of Walker County, Georgia proposes to update its code of ordinances. 0-02-22 proposes to amend Chapter 20 to adopt the 2021 edition of the International Property Maintenance Code, as well as other provisions.

Public hearings on the proposed ordinance will be held at 7:00 p.m. on Wednesday, February 23, 2022 and Thursday, March 10, 2022 at the Walker County Courthouse Annex III, 201 S. Main Street in Lafayette, GA. Copies of 0-02-22 are available for review at the Commissioner's Office (101 S. Duke St. Lafayette) and online at walkercountyga.gov.

NOTICE OF SPECIAL CALLED MEETING

Public notice is hereby given that the Board of Commissioners of Walker County will hold a Special Called Meeting on Wednesday, February 23, 2022 at 7:00 p.m. at the Walker County Courthouse Annex III Building, located at 201 S. Main Street in Lafayette.

The Board's Regular Meeting on Thursday, February 24, 2022 has been cancelled.

REPORT

From A1

21, 237 Wesley Road, LaFayette, Ga., probation violation (felony)

♦ Jackson, Joshua Watson, 28, 9326 Seasons Drive, Chattanooga, Tenn., driving while license suspended or revoked (first offense)

♦ Ladner, Joshua Alan, 26, 124 Chris Lane, Chickamauga, Ga., battery, criminal damage to property (second) (business)

♦ Wallin, Joshua Ray, 37, 206 Underwood Dairy Road, Summerville, Ga., driving while license suspended or revoked (first offense)

♦ Ridley, Juliana Nichole, 44, 117 Lightning Lane, LaFayette, Ga., theft by taking (misdemeanor), seat belt violation (adults), possession of a Schedule I controlled substance, possession of methamphetamine, manufacturing/deliver/distribute/administer/sell/possess with intent to distribute controlled substance

♦ Wesson, William Tyler Russell, 29, 119 Olympic Lane, Summerville, Ga., expired license plate, possession and use of drug-related objects, possession of methamphetamine with intent to distribute

♦ Johnson, Brandy Lee, 44, 8 Parkview Circle, Rossville, Ga., improper right turn, driving while license suspended or revoked (first offense)

♦ Wooten, Christopher Brian, 44, 233 Cleo Drive, Chickamauga, Ga., simple battery (family violence) (x2), criminal damage to property (second) (business)

♦ Jones, Gameel Lamron, 38, 1211 Sheridan Ave., (no city listed), failure to appear (misdemeanor)

♦ Pugh, Michael David, 31, 215 Brett Lane, LaFayette, Ga., failure to appear (misdemeanor)

♦ Herston, Destiny Junesky, 19, 5 Hillcrest Drive, Rossville,

Ga., battery (family violence) (first offense) (misdemeanor)

♦ Parcell, James Lloyd, 56, 403 Oakland Drive, LaFayette, Ga., driving under the influence of alcohol, improper lane change/failure to maintain lane, failure to exercise due care when using cell phone/radio

♦ Garcia, Edward Si, 39, 113 Yvonne Circle, Flintstone, Ga., window tint violation, improper transfer of license plate/decals, failure to register vehicle, driving while license suspended or revoked (first offense)

♦ Mosiniak, Brian Thomas, 57, 5 Monique Court, St. Peters, Mo., fugitive from justice, criminal trespass (trespassing on property)

♦ Delassus, Damon Anthony, 43, 800 Walker Ave. Apartment 8409, Rossville, Ga., hold for other agency

♦ Roach, Whitney Lashay, 31, 203 W. 10th St., Chickamauga, Ga., hold for court only

♦ Burdick, Torie Ahbrail, 30, 2286 Cordell Road, Rock Spring, Ga., possession of a Schedule II controlled substance

♦ Songer, Lebron O'Dell, 7498 W. Highway 136, Chickamauga, Ga., simple battery (family violence)

♦ Pilkington, Charles Edward, 61, 83 Ken Visage Road, LaFayette, Ga., parole violation, use of communication facility in commission of a felony involving controlled substances, possession of methamphetamine with intent to distribute

♦ Lawrence, Darius Javi-on, 23, 25 Stone Creek Road, Cartersville, Ga., simple battery, aggravated assault, battery (family violence) (first offense) (misdemeanor)

♦ Brown, Terrance Leann, 42, 1004 Camp Road, Chickamauga, Ga., probation violation (felony)

♦ Mills Jr., David Lee, 48, 722 Mary Agnes Drive, Rossville, Ga., probation violation (misdemeanor), driving while license suspended or revoked

(first offense)

♦ Cardinal, James Christopher, 45, 722 Mary Agnes Drive, Rossville, Ga., failure to appear (misdemeanor); giving false name, address or birthdate to law enforcement officer

♦ Frix, Mark Anthony, 29, 37 Gattis Drive, Fort Oglethorpe, Ga., improper lane change/failure to maintain lane, failure to obey traffic control device, driving under the influence of alcohol

♦ Latham, Thomas Cody Montana, 21, 188 Pecan Orchard Road, Summerville, Ga., hold for other agency, no insurance, reckless driving, speeding

♦ Bankston, Tracy Lynn, 53, 1406 Johnson Road, Chickamauga, Ga., simple battery (family violence)

♦ Kennedy, Rebecca Ann, 48, 758 Claire St., Rossville, Ga., driving while license suspended or revoked (first offense), no insurance, removing/affixing tag with intent to conceal identity of vehicle

♦ Moore, Anthony Lee, 42, 171 Seventh St., Rossville, Ga., theft by shoplifting (misdemeanor)

♦ Poe Jr., Jerry Lamar, 53, 6410 Shirley Pond Road, Harrison, Tenn., driving without a valid license (misdemeanor), driving under the influence of alcohol, improper lane change/failure to maintain lane, hit and run — duty of driver to stop or return to scene of accident

♦ Keeton, Samantha Leann, 30, 1003 Park City Road, Rossville, Ga., criminal trespass (family violence), probation violation (misdemeanor)

♦ Millsaps, Michael Eugene, 53, 130 Millsaps Road, LaFayette, Ga., theft by taking (felony) (motor vehicle), failure to appear (misdemeanor)

♦ Clark, Lora Elizabeth, 36, 601 James St., #34, Rossville, Ga., probation violation (felony)

♦ Chandler, Alan Keith, 52, 480 S. Cedar Lane, Chickamauga, Ga., driving while license

suspended or revoked (first offense)

suspended or revoked (first offense)

♦ Scott, Donald Ray, 42, 1667 Bronco Road, LaFayette, Ga., driving under the influence of alcohol, criminal trespass (damage to property under \$500)

♦ Cook, Destanie Hope, 23, 277 Forrestway Drive, LaFayette, Ga., driving while license suspended or revoked (first offense)

♦ Cagle, Michael Shane, 45, 272 Jerror Road, Spring City, Tenn., probation violation (felony), simple battery

♦ Williams, Danny Ray, 27, 244 W. Rogers Road, LaFayette, Ga., theft of truck/van/bus

♦ Burden, Rachael Stephanie, 35, 895 Dry Valley Road, Rossville, Ga., hindering apprehension or punishment of criminal, willful obstruction of law enforcement officers (misdemeanor)

♦ Jamagin, Joel Ray, 47, 611 E. Garden Farm Road, Rossville, Ga., willful obstruction of law enforcement officers (misdemeanor), failure to appear (misdemeanor), theft of truck/van/bus; purchase, possession, manufacture, distribution or sale of marijuana; crossing the guard line with weapons, intoxicants or drugs

♦ Scott, Jonathan David, 49, 162 Pond Springs Road, Chickamauga, Ga., hold for other agency, possession and use of drug-related objects, possession of methamphetamine

♦ Jones, James Morgan, 41, 581 Darwin Lane, LaFayette, Ga., battery (family violence) (first offense) (misdemeanor)

♦ Broome, Decoda Lee, 29, 3836 Highway 337, LaFayette, Ga., driving while license suspended or revoked (first offense), removing/affixing tag with intent to conceal identity of vehicle

♦ Skyles, Michael Lloyd, 60, 1413 Caldwell St., Rossville, Ga., driving while license suspended or revoked (first offense)

ROPER

From A1

CO-OPS AND INTERNS

Roper's outreach to ensure the community maintains a highly skilled workforce prepared for jobs like those at the plant continues extends to the company's intern and co-op programs that provide college students with on-the-job work experience, Roper design engineer Willie Warren said.

At any time between 23 to 26 college students work at Roper through its internship program, which provides competitive pay and housing

assistance; an intern works with a mentor for the whole semester, Warren explained. Roper interviews students at several schools in Tennessee, Georgia, Alabama and other states for internships.

The plant's co-op program is also a great source for future employees who return to work at Roper after college graduation, Gregg explained. College students alternate working one semester and going to class the next, and they have had co-op students from such prestigious institutions as MIT and UCLA who heard about the program by word of mouth.

This semester the ratio of co-ops to interns is approximately 60 to 40, and

in summer terms the plant usually has more co-op students employed, Warren said.

Roper also supports continuing education efforts among employees and offers tuition reimbursement for employees who seek to further their education, as well as paid internships for those working on graduate degrees, Gregg stated.

Roper officials see these educational efforts as part of the company's commitment to community service, which also includes support for the women's shelter, the Cottage and the City of LaFayette, such as upgrading the park at the city's recreation facility.

"That's our culture here to give back to the community," Gregg said.

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gafarmsurvey.org

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GEORGIA FARMERS ASSOCIATION FOR AGRIEDUCATION

Rural Health



ORDINANCE O-02-22

AN AMENDMENT TO ARTICLE IV CHAPTER 20 OF THE CODE OF WALKER COUNTY, GEORGIA; TO ADOPT AND MAKE CERTAIN REVISIONS TO THE INTERNATIONAL PROPERTY MAINTENANCE CODE, 2021 EDITION; TO REPEAL THE INTERNATIONAL PROPERTY MAINTENANCE CODE, 2012 EDITION; TO PROVIDE AN EFFECTIVE DATE; TO REPEAL ANY AND ALL CONFLICTING ORDINANCES AND PARTS OF ORDINANCES; TO PROVIDE SEVERABILITY; AND FOR OTHER PURPOSES.

WHEREAS, pursuant to Code Section 20-80, Walker County has adopted the International Property Maintenance Code, 2012 Edition, with certain amendments that are set forth in Code Section 20-84; and

WHEREAS, the 2021 edition of the International Property Maintenance Code has been published; and

WHEREAS, it is in the best interest of the County to adopt the International Property Maintenance Code, 2021 Edition, with certain revisions set forth herein; and

WHEREAS, the International Property Maintenance Code, 2021 Edition, shall replace the International Property Maintenance Code, 2012 Edition;

THEREFORE be it resolved that Article IV of Chapter 20 of the County Code is amended as follows:

1.

Section 20-80 is amended by deleting the term "International Property Maintenance Code, 2012 Edition", and replacing the same with "International Property Maintenance Code, 2021 Edition, excluding Appendix "B", but otherwise including any future editions, supplements, and amendments, including local amendments adopted by the County."

2.

Section 20-81 is amended by deleting the term "International Property Maintenance Code, 2012 Edition", and replacing the same with "International Property Maintenance Code, 2021 Edition, excluding Appendix "B", but otherwise including any future editions, supplements, and amendments, including local amendments adopted by the County."

3.

Section 107 of the International Property Maintenance Code, 2021 Edition, is deleted in its entirety.

4.

Section 108 of the International Property Maintenance Code, 2021 Edition, is deleted in its entirety.



5.

Section 109.2 of the International Property Maintenance Code, 2021 Edition, is deleted in its entirety, and replaced with the following:

109.2 Issuance of Citation. A code official is authorized to issue a citation for any violation of the provisions of the International Property Maintenance Code. All citations shall be issued to the Walker County Magistrate Court.

6.

Section 109.3 of the International Property Maintenance Code, 2021 Edition, is deleted in its entirety, and replaced with the following:

109.3 Determination of Citation. A Magistrate Court Judge shall conduct a trial and determine whether the violation set forth in the citation occurred. The Judge shall enter an Order, and if a violation occurred, set forth the dollar amount of any fine and any other appropriate legal action.

7.

This ordinance shall become effective upon adoption. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed. If any section, clause, sentence or phrase of this ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

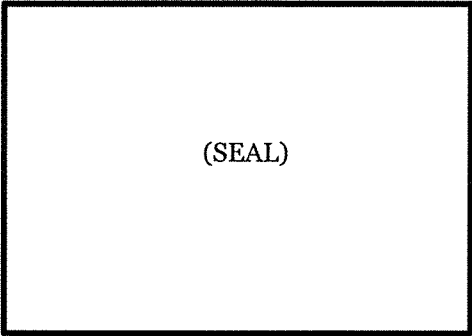
PASSED AND ADOPTED this _____ day of _____, 2022.

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.

Chickamauga Park to host night sky program

From National Park Service



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Hamilton Medical Center (HMC) in Dalton will offer its next "Take It to Heart" program on Tuesday, Feb. 22, at 6 p.m. and Saturday, Feb. 26, at scheduled times. The program includes a free cardiac risk assessment and, information to help you prevent future heart problems.

"By knowing your risk, you can take steps to avoid heart disease," said Dr. Stephen Rohn, cardiologist at Hamilton Physician Group-Cardiology.

Take It to Heart is a two-part program. The first part consists of an educational seminar in the Brown Auditorium at HMC, presented by Rohn. His presentation

includes education on causes, risk and genetic factors, diet, exercise, symptoms, treatments and medications.

The second part, held at Hamilton Diagnostics Center, is a cardiac risk assessment including blood pressure, calcium scoring, lab work (total cholesterol and HDL), height, weight and a series of questions.

This program is free and open to anyone who has not participated in Take It to Heart in the last five years, is not currently being treated by a cardiologist, has not had stents put in, and has at least two of the following risk factors: family history of heart disease, high blood



Stephen Rohn

pressure, high cholesterol, diabetes, history of smoking and being overweight.

A physician's order for the cardiac scoring is required. Please have your physician send the order to Hamilton Diagnostics Center on or before Feb. 22 in order to

receive a free CT scan. If you do not have a primary care provider, please call 706-272-6114.

Fasting for lab assessment is required.

If you would like to attend this event and need assistance with interpretation services and/or auxiliary aids, please indicate when registering.

NOTICE OF PUBLIC HEARING

The Governing Authority of Walker County, Georgia proposes to update its code of ordinances. Q-02-22 proposes to amend Chapter 20 to adopt the 2021 edition of the International Property Maintenance Code, as well as other provisions.

Public hearings on the proposed ordinance will be held at 7:00 p.m. on Wednesday, February 23, 2022 and Thursday, March 10, 2022 at the Walker County Courthouse Annex III, 201 S. Main Street in Lafayette, GA. Copies of Q-02-22 are available for review at the Commissioner's Office (401 S. Duke St., Lafayette, GA) and online at walkercountyga.gov.

NOTICE OF SPECIAL CALLED MEETING

Public notice is hereby given that the Board of Commissioners of Walker County will hold a Special Called Meeting on Wednesday, February 23, 2022 at 7:00 p.m. at the Walker County Courthouse Annex III Building, located at 201 S. Main Street in Lafayette.

The Board's Regular Meeting on Thursday, February 24, 2022 has been cancelled.

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GEORGIA FARM FOUNDATION FOR RESILIENCE

Rural Health

REPORT

From A1

21, 237 Wesley Road, LaFayette, Ga., probation violation (felony)

♦ Jackson, Joshua Watson, 28, 9326 Seasons Drive, Chattanooga, Tenn., driving while license suspended or revoked (first offense)

♦ Ladner, Joshua Alan, 26, 124 Chris Lane, Chickamauga, Ga., battery, criminal damage to property (second) (business)

♦ Wallin, Joshua Ray, 37, 206 Underwood Dairy Road, Summerville, Ga., driving while license suspended or revoked (first offense)

♦ Ridley, Juliana Nichole, 44, 117 Lightning Lane, LaFayette, Ga., theft by taking (misdemeanor), seat belts violation (adults), possession of a Schedule I controlled substance, possession of methamphetamine; manufacturing/deliver/distribute/administer/sell/possess with intent to distribute controlled substance

♦ Wesson, William Tyler Russell, 29, 119 Olympic Lane, Summerville, Ga., expired license plate, possession and use of drug-related objects, possession of methamphetamine with intent to distribute

♦ Johnson, Brandy Lee, 44, 8 Parkview Circle, Rossville, Ga., improper right turn, driving while license suspended or revoked (first offense)

♦ Wooten, Christopher Brian, 44, 231 Cleo Drive, Chickamauga, Ga., simple battery (family violence) (x2), criminal damage to property (second) (business)

♦ Jones, Gameel Lamron, 38, 1211 Sheridan Ave., (no city listed), failure to appear (misdemeanor)

♦ Pugh, Michael David, 31, 215 Brett Lane, LaFayette, Ga., failure to appear (misdemeanor)

♦ Herston, Destiny Junesky, 19, 5 Hillcrest Drive, Rossville,

Ga., battery (family violence) (first offense) (misdemeanor)

♦ Parcell, James Lloyd, 56, 403 Oakland Drive, LaFayette, Ga., driving under the influence of alcohol, improper lane change/failure to maintain lane, failure to exercise due care when using cell phone/radio

♦ Garcia, Edward Si, 39, 113 Yvonne Circle, Flintstone, Ga., window tint violation, improper transfer of license plate/decals, failure to register vehicle, driving while license suspended or revoked (first offense)

♦ Mosiniak, Brian Thomas, 57, 5 Monique Court, St. Peters, Mo., fugitive from justice, criminal trespass (trespassing on property)

♦ Delassus, Damon Anthony, 43, 800 Walker Ave. Apartment 8409, Rossville, Ga., hold for other agency

♦ Roach, Whitney Lashay, 31, 203 W. 10th St., Chickamauga, Ga., hold for court only

♦ Burdick, Torie Ahbrail, 30, 2286 Cordell Road, Rock Spring, Ga., possession of a Schedule II controlled substance

♦ Songer, Lebron O'Dell, 7498 W. Highway 136, Chickamauga, Ga., simple battery (family violence)

♦ Pilkington, Charles Edward, 61, 83 Ken Visage Road, LaFayette, Ga., parole violation, use of communication facility in commission of a felony involving controlled substances, possession of methamphetamine with intent to distribute

♦ Lawrence, Darius Javi-on, 23, 25 Stone Creek Road, Cartersville, Ga., simple battery, aggravated assault, battery (family violence) (first offense) (misdemeanor)

♦ Brown, Terrance Leann, 42, 1004 Camp Road, Chickamauga, Ga., probation violation (felony)

♦ Mills Jr., David Lee, 48, 722 Mary Agnes Drive, Rossville, Ga., probation violation (misdemeanor), driving while license suspended or revoked

(first offense)

♦ Cardinal, James Christopher, 45, 722 Mary Agnes Drive, Rossville, Ga., failure to appear (misdemeanor); giving false name, address or birthdate to law enforcement officer

♦ Frix, Mark Anthony, 29, 37 Gattis Drive, Fort Oglethorpe, Ga., improper lane change/failure to maintain lane, failure to obey traffic control device, driving under the influence of alcohol

♦ Latham, Thomas Cody Montana, 21, 188 Pecan Orchard Road, Summerville, Ga., hold for other agency, no insurance, reckless driving, speeding

♦ Bankston, Tracy Lynn, 53, 1406 Johnson Road, Chickamauga, Ga., simple battery (family violence)

♦ Kennedy, Rebecca Ann, 48, 758 Claire St., Rossville, Ga., driving while license suspended or revoked (first offense), no insurance, removing/affixing tag with intent to conceal identity of vehicle

♦ Moore, Anthony Lee, 42, 171 Seventh St., Rossville, Ga., theft by shoplifting (misdemeanor)

♦ Poe Jr., Jerry Lamar, 53, 6410 Shirley Pond Road, Harrison, Tenn., driving without a valid license (misdemeanor), driving under the influence of alcohol, improper lane change/failure to maintain lane, hit and run — duty of driver to stop or return to scene of accident

♦ Keeton, Samantha Leann, 30, 1003 Park City Road, Rossville, Ga., criminal trespass (family violence), probation violation (misdemeanor)

♦ Millsaps, Michael Eugene, 53, 130 Millsaps Road, LaFayette, Ga., theft by taking (felony) (motor vehicle), failure to appear (misdemeanor)

♦ Clark, Lora Elizabeth, 36, 601 James St. #34, Rossville, Ga., probation violation (felony)

♦ Chandler, Alan Keith, 52, 480 S. Cedar Lane, Chickamauga, Ga., driving while license

assistance; an intern works with a mentor for the whole semester, Warren explained. Roper interviews students at several schools in Tennessee, Georgia, Alabama and other states for internships.

The plant's co-op program is also a great source for future employees who return to work at Roper after college graduation, Gregg explained. College students alternate working one semester and going to class the next, and they have had co-op students from such prestigious institutions as MIT and UCLA who heard about the program by word of mouth.

This semester the ratio of co-ops to interns is approximately 60 to 40, and

in summer terms the plant usually has more co-op students employed, Warren said.

Roper also supports continuing education efforts among employees and offers tuition reimbursement for employees who seek to further their education, as well as paid internships for those working on graduate degrees, Gregg stated. Roper officials see these educational efforts as part of the company's commitment to community service, which also includes support for the women's shelter, the Cottage and the City of LaFayette, such as upgrading the park at the city's recreation facility.

"That's our culture here to give back to the community," Gregg said.

ROPER

From A1

CO-OPS AND INTERNS

Roper's outreach to ensure the community maintains a highly skilled workforce prepared for jobs like those at the plant continues extends to the company's intern and co-op programs that provide college students with on-the-job work experience, Roper design engineer Willie Warren said.

At any time between 23 to 26 college students work at Roper through its internship program, which provides competitive pay and housing

STATE OF GEORGIA)
COUNTY OF WALKER) INTERGOVERNMENTAL AGREEMENT

**INTERGOVERNMENTAL AGREEMENT FOR USE AND DISTRIBUTION OF
PROCEEDS GENERATED BY THE 2022 TRANSPORTATION SPECIAL PURPOSE
LOCAL OPTION SALES TAX REFERENDUM**

THIS INTERGOVERNMENTAL AGREEMENT ("IGA" or "Agreement") is made and entered into this 23rd day of February, 2022 by and between **WALKER COUNTY, GEORGIA**, a political subdivision of the State of Georgia (hereinafter referred to as "**Walker County**" or "**County**"), and the **CITY OF CHICKAMAUGA, CITY OF FORT OGLETHORPE, CITY OF LAFAYETTE, CITY OF LOOKOUT MOUNTAIN, AND CITY OF ROSSVILLE** (jointly hereafter the "**Municipalities**"), being municipal corporations of the State of Georgia.

W I T N E S S E T H:

WHEREAS, the parties to this Agreement consist of Walker County and the City of Chickamauga, City of Fort Oglethorpe, City of Lafayette, City of Lookout Mountain, and City of Rossville, being municipalities located within Walker County, Georgia; and

WHEREAS, Section 48-8-260, *et seq.* of Official Code of Georgia Annotated ("**O.C.G.A.**") (the "**Act**") authorizes the imposition of a single county one percent (1.0%) sales and use Transportation Special Purpose Local Option Sales tax (the "**TSPLOST**" or "**Tax**") for capital outlay projects in the special districts created pursuant to O.C.G.A. § 48-8-261(a) which correspond with the geographical boundaries of the counties of the State of Georgia; and

WHEREAS, O.C.G.A. § 48-8-261(b) authorizes the imposition of the TSPLOST for the purpose of generating funds to be used and expended on a capital outlay project or projects, to be owned or operated or both either by the county, one or more municipalities, or any combination thereof, and O.C.G.A. § 48-8-262 authorizes the distribution of proceeds from the TSPLOST to the county governing authority and any qualified municipalities in accordance with an intergovernmental agreement entered into for such purpose; and

WHEREAS, the parties anticipate that Walker County will approve and sign a Resolution authorizing the Board of Elections and Registration of Walker County to call a Referendum on the issue of the imposition of a single county one percent (1.0%) sales and use TSPLOST to begin on October 1, 2022 and to conclude on September 30, 2027; and

WHEREAS, the law authorizing a Referendum on the issue of the imposition of the TSPLOST was amended during the 2016 Legislative Session of the Georgia General Assembly (HB 106), and again was amended during the 2017 Legislative Session of the Georgia General Assembly (HB 134); and

WHEREAS, the parties desire to execute an Intergovernmental Agreement to control the distribution and use of TSPLOST proceeds received solely by Walker County and the municipalities located within Walker County; and

WHEREAS, Article IX, Section III, Paragraph I of the Constitution of the State provides that, in pertinent part, any county, municipality or other political subdivision of the State may contract for any period not exceeding fifty years with each other or with any public agency, public corporation, or public authority for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, for such activities, services or facilities which the county, municipality or public authority is authorized by law to undertake or provide; and

WHEREAS, in accordance with the Act, the Board of Commissioners of Walker County, Georgia will approve and sign a Resolution on February 23, 2022 (the "**Resolution**"), to impose, levy and collect a TSPLOST within the County conditioned upon the approval by a majority of the qualified voters residing within the County voting in a referendum thereon to be held on May 24, 2022, and said resolution shall be delivered to the Board of Elections and Registration of Walker County, as election superintendent for the County, who shall issue a call for the referendum as described in said resolution; and

WHEREAS, the County has determined that at the present time it does not wish to issue any Bonds for the County Projects described in the TSPLOST Contract; and

WHEREAS, the Municipalities have determined that at the present time they do not wish to issue any Bonds for the City Projects described in the TSPLOST Contract; and

WHEREAS, for the purpose of the distribution of proceeds for the October 1, 2022 through September 30, 2027 TSPLOST, the Special District shall be known as the boundaries of Walker County; and

WHEREAS, the Municipalities have certified they are qualified municipalities and are eligible to receive distributions of the one percent (1.0%) TSPLOST Proceeds; and

WHEREAS, the parties hereto are interested in serving the needs of the residents of Walker County by planning and performing transportation projects within the County and the Municipalities; and

WHEREAS, the parties intend that the transportation projects which are the subject of this Agreement shall benefit residents of Walker County and the Municipalities; and

WHEREAS, the County and the Municipalities located within Walker County are committed to continue to work together to improve the County's transportation infrastructure; and

WHEREAS, the County and the Municipalities have identified transportation needs that are important to the current and future well-being of their residents and have determined that proceeds from the TSPLOST should be used to address a portion of these needs.

NOW THEREFORE, for and in consideration of the foregoing and in consideration of the mutual promises and understandings herein made and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do consent and agree as follows:

SECTION 1. EFFECTIVE DATE AND TERM OF THE TAX

This Intergovernmental Agreement is conditioned upon a Referendum to be approved by a majority of the voters of Walker County to impose a one percent (1.0%) TSPLOST, which shall commence on October 1, 2022, and continue to, through and including September 30, 2027.

SECTION 2. ADMINISTRATION EXPENSES

One percent (1.0%) of the amount of TSPLOST proceeds collected beginning October 1, 2022, shall be paid into the General Fund of the State of Georgia ("State") treasury in order to defray the costs of administration of the Georgia Department of Revenue. The remaining ninety-nine percent (99%) of the amount collected from the TSPLOST Tax proceeds (hereinafter known as the "net proceeds") beginning October 1, 2022, and ending September 30, 2027, shall be distributed by the State of Georgia to the County, and shall be allocated to each jurisdiction based on the percentages shown in the table below in Section 3.

SECTION 3. DISTRIBUTION OF NET PROCEEDS

DISTRIBUTION PERCENTAGES

City of Chickamauga	4.46%
City of Fort Oglethorpe	0.40%
City of LaFayette	11.50%
City of Lookout Mountain	2.50%
City of Rossville	6.14%
Walker County	75.00%
TOTAL	100.00%

(A) To facilitate the distribution of net proceeds, the parties agree that the sum of Forty Five Million and 00/100 Dollars (\$45,000,000.00) shall represent an estimate of the maximum net proceeds to be derived from the subject TSPLOST during its five year term.

(B) The parties agree that the aggregate total distribution received by the Municipalities shall amount to twenty-five percent (25.0%) of the net proceeds distributed by the State, with the remaining seventy-five percent (75.0%) of the net proceeds distributed by the State to be received by the County.

(C) The parties agree that no project will be given preference in the funding and distribution process in such a way that the monthly distribution formula is affected.

SECTION 4. DEFINITION OF AUTHORIZED TRANSPORTATION PURPOSES

In recognition of the need for transportation improvements across the County and the Municipalities, the parties agree that the total net proceeds shall be utilized for transportation purposes, as defined in O.C.G.A. § 48-8-260(4) and § 48-8-121.

SECTION 5. PROJECTS

(A) The projects and purposes ("Transportation Projects and Purposes") to be funded from the net proceeds of the TSPLOST pursuant to this Agreement, shall include roads, bridges, rails, airports, and all accompanying infrastructure and services necessary to provide access to these; and roads, streets, sidewalks, bicycle paths, and bridge purposes, e.g., acquisition of rights of way, construction, renovation, and improvement of roads, including resurfacing, relocation of utilities, improvement of surface-water drainage, and patching leveling milling, widening, shoulder preparation, culvert repair, and other repairs necessary for their preservation, and all other purposes allowed by law. The estimated dollar amounts allocated for such transportation purposes shall be those amounts attributable to the County and Municipalities according to the designated percentage of the total amount of TSPLOST proceeds received. The parties acknowledge and agree that 30% of the estimated revenues are being expended on projects that are consistent with the Statewide Strategic Transportation Plan as defined in O.C.G.A. § 32-2-22.

(B) All Transportation Projects included in this Agreement shall be funded in whole or in part from net proceeds from the TSPLOST authorized by law except as otherwise agreed in writing by the parties.

(C) The County and each Municipality shall prepare a list of the Transportation Projects and estimated costs that are to be funded by the net proceeds of their individual share of the TSPLOST.

SECTION 6. EFFECTIVE DATE AND TERM OF THIS AGREEMENT

(A) This Agreement shall become effective on February 23, 2022. If the May 24, 2022 Referendum concerning the imposition of the TSPLOST is not approved by a majority of the voters of Walker County, this Agreement shall expire and shall be of no force and effect after May 24, 2022.

(B) Except as otherwise provided herein, the TSPLOST which is the subject of the May 24, 2022 Referendum shall continue for a period of five years from October 1, 2022, until September 30, 2027, unless otherwise terminated earlier pursuant to Georgia law.

SECTION 7. COUNTY TSPLOST FUND; SEPARATE ACCOUNTS; NO COMMINGLING

The net proceeds from the TSPLOST shall be maintained in the parties' separate accounts and utilized exclusively for the purposes specified in this Agreement. The parties acknowledge that TSPLOST proceeds are not guaranteed. Proceeds received under the amount estimated in the Referendum question shall be allocated in accordance with the percentages set forth in this Agreement and shall be used on the Transportation Projects and Purposes.

(A) A special fund or account shall be created by the County and designated as the Walker County Transportation Special Purpose Local Option Sales Tax Fund ("TSPLOST Fund"). The County shall select a local bank which shall act as a depository and custodian of the TSPLOST Fund upon such terms and conditions as may be acceptable to the County.

(B) Each Municipality shall create a special fund to be designated as the Transportation Special Purpose Local Option Sales Tax Fund ("TSPLOST Fund"). Each Municipality shall select a local bank which shall act as a depository and custodian of the

TSPLOST proceeds received by each Municipality upon such terms and conditions as may be acceptable to the Municipality.

(C) All TSPLOST proceeds shall be maintained by the County and each Municipality in the separate accounts or funds established pursuant to this Section. Except as provided in Section 12, TSPLOST proceeds shall not be commingled with other funds of the County of Municipalities and shall be used exclusively for the purposes detailed in this Agreement. No funds other than TSPLOST proceeds shall be placed in such funds or accounts.

SECTION 8. ALLOCATION OF EXCESS FUNDS

Any net proceeds over and above the amount estimated in Section 3(A) of this Agreement during the quarter during which this amount is reached shall be allocated in accordance with the percentages set forth in this Agreement and shall be used solely for the transportation purposes listed herein. Each party shall expend its portion of the excess net proceeds from the 2022 TSPLOST Program on the Transportation Projects and Purposes.

SECTION 9. AUDITS

At the end of each party's fiscal year wherein net proceeds from the TSPLOST are distributed, each party shall cause an audit of the distribution and use of its portion of the net proceeds from the TSPLOST to be completed. Each party to this Agreement shall pay the cost of each such annual audit that it conducts. Each party shall publish each of its annual audits as required bylaw.

SECTION 10. COMPLETION OF PROJECTS

Any TSPLOST proceeds held by a County or Municipality at the end of the five year period shall, for the purposes of this Agreement, be deemed excess funds and disposed of as provided under O.C.G.A. § 48-8-121 (g)(2).

SECTION 11. PUBLICATION OF PROJECTS

Pursuant to O.C.G.A. § 48-8-269.6, not later than December 31 of each year, the County and each municipality receiving proceeds from the tax, shall publish annually, in a newspaper of general circulation in the boundaries of the County and the Municipalities and in a prominent location on the Municipalities' and the County's website, a simple nontechnical report, or consolidated schedule of projects, which shows the each purpose the amounts expended in prior years, and amounts expended in the current year. The report shall also include a statement of what corrective action the Municipality or County intends to implement with respect to each purpose which is underfunded or behind schedule.

SECTION 12. PROCEDURE FOR DISBURSEMENT OF TSPLOST PROCEEDS

(A) With the approval of the Georgia Department of Revenue, the TSPLOST proceeds are to be distributed by the Georgia Department of Revenue directly to the County and each Municipality in accordance with the provisions of this Agreement.

(B) Should any Municipality cease to exist as a legal entity before all funds are distributed under this Agreement, that Municipality's share of the funds subsequent to dissolution shall be paid to the County as part of the County's share unless an act of the Georgia General Assembly makes the defunct Municipality part of another successor municipality. If such an act is passed, the defunct Municipality's share shall be paid to the successor Municipality in addition to all other funds to which the successor Municipality would otherwise be entitled.

SECTION 13. ENTIRE AGREEMENT

This Agreement, including any attachments or exhibits, constitutes all of the understanding and agreements of whatsoever nature or kind existing between the Parties with respect to distribution and use of the proceeds from the TSPLOST.

SECTION 14. AMENDMENTS

This Agreement shall not be amended or modified except by agreement in writing executed by all Parties hereto.

SECTION 15. GOVERNING LAW

This Agreement shall be deemed to have been made and shall be construed and interpreted in accordance with the laws of the State of Georgia.

SECTION 16. SEVERABILITY

It is agreed that the illegality or invalidity of any term or clause of this Agreement shall not affect the validity of the remainder of the Agreement, and the Agreement shall remain in full force and effect as if such illegal or invalid term or clause were not contained herein.

SECTION 17. COMPLIANCE WITH THE LAW

Each party to this Agreement shall comply with all applicable local, State, and Federal statutes, ordinances, rules and regulations.

SECTION 18. NO CONSENT TO BREACH

No consent or waiver, express or implied, by any party to this Agreement to any breach of any covenant, condition or duty of another party shall be construed as a consent to or waiver of any future breach of the same.

SECTION 19. NOTICES

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

Walker County
Attn: Commission Chairman
P.O. Box 445
101 S. Duke Street
LaFayette, GA 30728

City of Chickamauga
Attn: Mayor
103 Crittenden Avenue
Chickamauga, GA 30707

City of Fort Oglethorpe
Attn: Mayor
500 City Hall Drive
Fort Oglethorpe, GA 30742

City of LaFayette
Attn: Mayor
207 South Duke Street
LaFayette, GA 30728

City of Lookout Mountain
Attn: Mayor
1214 Lula Lake Road
Lookout Mountain, GA 30750

City of Rossville
Attn: Mayor
400 McFarland Avenue
Rossville, GA 30741

SECTION 20. COUNTERPARTS

This Agreement shall be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 21. MEDIATION

The County and the Municipalities agree to submit any controversy arising under this Agreement to mediation for a resolution. The parties to the mediation shall mutually select a neutral party to serve as mediator. Costs of mediation shall be shared equally among the parties to the mediation.

IN WITNESS WHEREOF, Walker County and the Municipalities have caused their duly authorized officers to hereunto set their hands and affix their respective corporate seals, the day and year first above written.



WALKER COUNTY, GEORGIA

By: Shannon K. Whitfield
Shannon K. Whitfield,
Chairman/CEO of Walker County

Attest: Alfred Wooden
Clerk of Walker County, Georgia

(SEAL)

CITY OF CHICKAMAUGA, GEORGIA

By: _____
Mayor

Attest: _____
City Clerk

(SEAL)

CITY OF FORT OGLETHORPE, GEORGIA

By: _____
Mayor

Attest: _____
City Clerk

(SEAL)

CITY OF LAFAYETTE, GEORGIA

By: _____
Mayor

Attest: _____
City Clerk

(SEAL)

CITY OF LOOKOUT MOUNTAIN,
GEORGIA

By: _____
Mayor

Attest: _____
City Clerk

(SEAL)

CITY OF ROSSVILLE, GEORGIA

By: _____
Mayor

Attest: _____
City Clerk



EXHIBIT “A”

Use of Proceeds: The projects and purposes to be funded from the net proceeds of the TSPLOST pursuant to this Agreement, shall include roads, bridges, rails, airports, and all accompanying infrastructure and services necessary to provide access to these; and roads, streets, sidewalks, bicycle paths, and bridge purposes, e.g., acquisition of rights of way, construction, renovation, and improvement of roads, including resurfacing, relocation of utilities, improvement of surface-water drainage, and patching leveling milling, widening, shoulder preparation, culvert repair, and other repairs necessary for their preservation, and all other purposes allowed by law. The use of the proceeds is more specifically laid out in the table of projects, below.

Distribution of Proceeds: All projects have equal priority and shall receive a pro rata allocation of TSPLOST funds from the Georgia Department of Revenue on a monthly basis in accordance with the table below.

2022 TSPLOST Revenue Estimate: \$45,000,000 over the next 5 years. If TSPLOST funds collected exceed \$45,000,000, the excess proceeds will be distributed based on the percentages laid out in this IGA.

County/Municipality	Project	Estimated Cost	Pro Rata
Walker County	Improving, repairing, resurfacing, extending roads, sidewalks, pedestrian crossings, walking trails, bicycle paths, bridge projects and improvements, and culvert replacement and other transportation related repairs;	\$33,750,000	75.00%
Chickamauga	Improving, repairing, resurfacing, extending streets, sidewalks, pedestrian crossings, walking trails, bicycle paths, bridge projects and improvements, and culvert replacement and other transportation related repairs;	\$2,007,000	4.46%
Fort Oglethorpe	Improving, repairing, resurfacing, extending streets, sidewalks, pedestrian crossings, walking trails, bicycle paths, bridge projects and improvements, and culvert replacement and other transportation related repairs;	\$180,000	0.40%
LaFayette	Improving, repairing, resurfacing, extending streets, sidewalks, pedestrian crossings, walking trails, bicycle paths, bridge projects and improvements, airport projects, culvert replacement and other transportation related repairs;	\$5,175,000	11.50%
Lookout Mountain	Improving, repairing, resurfacing, extending streets, sidewalks, pedestrian crossings, walking trails, bicycle paths, culvert replacement and other transportation related repairs;	\$1,125,000	2.50%
Rossville	Improving, repairing, resurfacing, extending streets, sidewalks, pedestrian crossings, walking trails, bicycle paths, bridge projects and improvements, culvert replacement and other transportation related repairs;	\$2,763,000	6.14%



RESOLUTION R-012-22

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF WALKER COUNTY TO IMPOSE, LEVY, AND COLLECT A TRANSPORTATION SPECIAL PURPOSE LOCAL OPTION SALES TAX WITHIN WALKER COUNTY, CONDITIONED UPON APPROVAL BY A MAJORITY OF THE QUALIFIED VOTERS RESIDING WITHIN WALKER COUNTY VOTING IN A REFERENDUM THEREON TO BE HELD MAY 24, 2022; AND FOR OTHER PURPOSES.

WHEREAS, Part 1 of Article 5A of Chapter 8 of Title 48 of the Official Code of Georgia Annotated (“**O.C.G.A.**”) authorizes the imposition of a county one-percent transportation special purpose local option sales tax (“**TSPLOST**”) for various transportation purposes and projects; and

WHEREAS, the Board of Commissioners of Walker County (the “**Board**”) has determined that it is in the best interest of the citizens of the Walker County (the “**County**”) to impose TSPLOST and that such tax be imposed in the County beginning October 1, 2022, for the purpose of funding various transportation purposes and projects as allowed by law; and

WHEREAS, prior to the vote of the Board on this resolution, the Chairman held a formal meeting on January 24, 2022 with representatives of the qualified municipalities in the County, namely the City of Chickamauga, the City of Fort Oglethorpe, the City of LaFayette, the City of Lookout Mountain, and the City of Rossville (jointly hereafter the “**Municipalities**”); and

WHEREAS, the governing authorities of the County and the Municipalities discussed an Intergovernmental Agreement for Use and Distribution of Proceeds Generated by renewing the TSPLOST (“**Intergovernmental Agreement**”), along with projects for inclusion in the referendum called by this resolution; and

WHEREAS, O.C.G.A. § 48-8-260 et seq., authorizes a one-percent sales and use tax to be imposed for the purpose of providing funds to be used and expended on a transportation project or projects to be owned or operated, or both, either by the County, the Municipalities, or any combination thereof, with respect to which the County has, prior to the call of the election, entered into an intergovernmental contract or agreement, as authorized by Article IX, Section III of the Constitution, with one or more qualified municipalities in the County, which municipality or municipalities contain more than one-half of the aggregate population of all municipalities within the County; and

WHEREAS, the County has considered, approved, and executed an Intergovernmental Agreement with the Municipalities to allocate proceeds of the TSPLOST for the transportation projects described in the Intergovernmental Agreement; and

WHEREAS, the governing authorities of the County and Municipalities desire to provide the voters of the County with the opportunity to vote pursuant to law in favor of or against the imposition of the TSPLOST.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Walker County, Georgia, in public meeting assembled, and it is hereby resolved by the authority of the same, that:



1. The Board of Commissioners of Walker County, subject to the assent of a majority of the qualified voters of the County voting in an election for such purpose, shall impose within the County a TSPLOST for a period of five years for the raising of an estimated \$45,000,000 for the funding of transportation purposes as set forth in the Notice of Election attached hereto and made a part hereof.
2. The period of time for which the TSPLOST shall be imposed shall be five years. The TSPLOST shall be collected beginning October 1, 2022. Based on current projections, the County anticipates that the tax will be imposed beginning October 1, 2022, and shall cease to be imposed on September 30, 2027. Proceeds received from the TSPLOST shall be kept in a separate account from other funds of the County in accordance with O.C.G.A. § 48-8-269.5.
3. The estimated cost of the transportation purposes and projects to be funded from proceeds of the TSPLOST, if approved by the voters, will be \$45,000,000, which estimated cost is the estimated amount of net proceeds to be raised by the TSPLOST.
4. A copy of this resolution shall be delivered to the Board of Elections and Registration of Walker County, as election superintendent (the "**Election Superintendent**"), and the Election Superintendent is requested to issue the call for the election to be held on May 24, 2022 for the purpose of submitting the question of the imposition of the TSPLOST to the voters of the County. The Election Superintendent shall cause the date and purpose of the election to be published in the official organ of the County in the manner authorized by general law.
5. All qualified voters desiring to vote in favor of imposing the TSPLOST shall vote "Yes" and all qualified voters opposed to levying the TSPLOST shall vote "No." If more than one-half of the votes cast are in favor of imposing the TSPLOST, then the TSPLOST shall be imposed as provided by Georgia law. Otherwise the TSPLOST shall not be imposed and the question of imposing the TSPLOST may be resubmitted by the County from time to time upon compliance with the requirements as authorized by O.C.G.A. § 48-8-263(c).
6. The Election Superintendent shall hold and conduct the election under the same rules and regulations as govern special elections. The Election Superintendent shall canvass the returns, declare the results of the election, and certify the results to the Secretary of State and to the Commissioner of the Department of Revenue of the State of Georgia.
7. The proper officers and agents of the County are hereby authorized to take any and all further actions as may be required in connection with (a) the calling and holding of the special election, (b) the imposition of the TSPLOST, and (c) the acquisition, construction, and equipping of the County Projects described herein. The execution and delivery of the Intergovernmental Agreement by the County prior to the adoption of this resolution is hereby ratified and confirmed.
8. All resolutions or parts of resolutions, if any, in conflict herewith shall be and the same are hereby repealed.



SO RESOLVED AND ADOPTED this 23rd day of February 2022.

ATTEST:

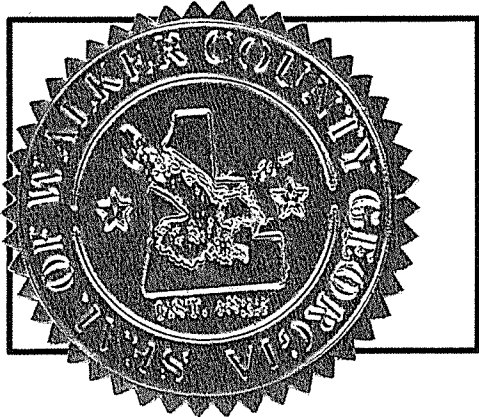
A handwritten signature in cursive script, appearing to read "Rebecca Wooden", written over a horizontal line.

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 Port,
second by Commissioner Stultz,
and upon the question the vote is 4 ayes,
0 nays to adopt the Resolution.



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

- 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?
- () YES
- () 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 and 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.



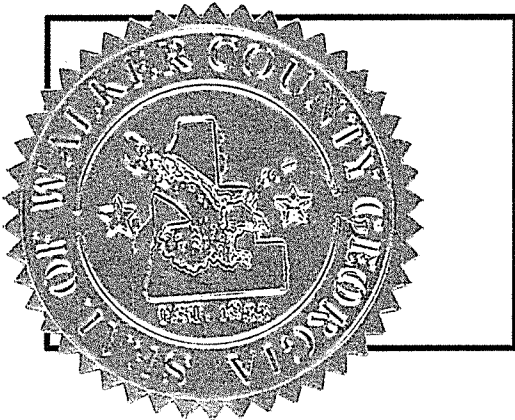
CLERK'S CERTIFICATE

The undersigned Clerk of the Walker County, Georgia, keeper of the records and seal thereof, certifies that the foregoing is a true and correct copy of a resolution approved and adopted by majority vote of the Board of Commissioners of Walker County in a public meeting assembled on February 23, 2022, the original of which resolution has been entered in the official records of Walker County, Georgia under my supervision and is in my official possession, custody and control.

I further certify that said meeting was held in conformity with the requirements of Title 50, Chapter 14 of the Official Code of Georgia Annotated.

A handwritten signature in cursive script, reading "Rebecca Wooden", is written over a horizontal line.

REBECCA WOODEN, County Clerk
Walker County, Georgia



8025 Debtors and Creditors

ESTATE NO. 19-238
NOTICE TO DEBTORS/CREDITORS
 GEORGIA, WALKER COUNTY
 All creditors of the estate of BETTY JANE YOUNG, late of said county, deceased, are hereby notified to render their demands to the undersigned according to law and all persons indebted to said estate are required to make immediate payment to me. This 20th day of January, 2022.

Phillip R. Young
 497 Morning Glory Drive
 Rossville, GA 30754
 P.O. Drawer 220, MacFarland Bluffs, Rossville, GA 30754
 (706) 841-0237; Fax (706) 841-4438
 GA Bar No. 944008
 2-2, 2-9, 2-16, 2-23, 2022

WM7377

NOTICE TO DEBTORS AND CREDITORS

STATE OF GEORGIA

COUNTY OF WALKER

(IN RE: WILLIAM DECEASED)

All creditors of the estate of Carroll (Bud) Wade, deceased, late of Walker County, are hereby notified to render their demands to the undersigned according to law and all persons indebted to said estate are required to make immediate payment to me. This 24th day of January, 2022.

JAMES R. NARDELL
 c/o Christopher L. Corbin
 Farm & Timber, P.C.
 P.O. Box 726
 Summerville, GA 30747
 2-2, 2-9, 2-16, 2-23, 2022

WM7378

NOTICE TO DEBTORS AND CREDITORS

GEORGIA, WALKER COUNTY

All creditors of the estate of Nush Eugene Baskins, Jr., late of said county, deceased, are hereby notified to render their demands to the undersigned according to law and all persons indebted to said estate are required to make immediate payment to me. This 25th day of January, 2022.

Justin Lloyd Kennedy, Administrator
 c/o Gary & Rowls, LLC
 P.O. Box 278
 Rossville, Georgia 30754
 2-2, 2-9, 2-16, 2-23, 2022

WM7402

NOTICE TO CREDITORS

STATE OF GEORGIA

COUNTY OF WALKER

All creditors and debtors of the estate of BILLY FRANK DEBBY, deceased, late of said county, Georgia, are hereby notified to render their demands to the undersigned according to law and all persons indebted to said estate are required to make immediate payment to the undersigned.

This 25 day of January, 2022.
 Co-Administrators of the Estate:
 Sandra Childress/Jennifer McDonald
 c/o Ann Willard Fidler, Attorney
 110 Howard Street
 Rossville, Georgia 30754
 (706) 844-8303
 2-2, 2-9, 2-16, 2-23, 2022

WM7405

NOTICE TO DEBTORS AND CREDITORS

Georgia, Walker County

All creditors of the estate of Jeremy Brian King, late of said county, deceased, are hereby notified to render their demands to the undersigned according to law and all persons indebted to said estate are required to make immediate payment to me. This 15th day of January, 2022.

Linda King
 303 Davenport Circle
 LaFayette, GA 30728
 2-2, 2-9, 2-16, 2-23, 2022

WM7406

NOTICE TO DEBTORS AND CREDITORS

Georgia, Walker County

All creditors of the estate of Max Seasholtz, late of said county, deceased, are hereby notified to render their demands to the undersigned according to law and all persons indebted to said estate are required to make immediate payment to me. This 14th day of January, 2022.

Jeff Jones
 3810 Bennett Road
 Chattahoochee, TN 37412
 2-2, 2-9, 2-16, 2-23, 2022

WM7411

NOTICE TO DEBTORS AND CREDITORS

GEORGIA, WALKER COUNTY

All creditors of the estate of Sally Mae Ware, late of said county, deceased, are hereby notified to render their demands to the undersigned according to law and all persons indebted to said estate are required to make immediate payment to me. This 28th day of January, 2022.

Chuck Ware
 1509 Lay Mason Road
 LaFayette, Georgia 30728
 2-2, 2-9, 2-16, 2-23, 2022

WM7413

NOTICE TO DEBTORS AND CREDITORS

GEORGIA, WALKER COUNTY

All creditors of the estate of John Thomas Trotter, late of said county, deceased, are hereby notified to render their demands to the undersigned according to law and all persons indebted to said estate are required to make immediate payment to me. This 28th day of January, 2022.

H. Robert Mann, III, Administrator
 312 West Patton Street
 LaFayette, Georgia 30728
 2-2, 2-9, 2-16, 2-23, 2022

WM7413

STATE OF GEORGIA

WALKER COUNTY

NOTICE TO DEBTORS AND CREDITORS

RE: Estate of Frances Carol Rastor Boatright

All debtors and creditors of the Estate of Frances Carol Rastor Boatright, deceased, late of Walker County, Georgia, are hereby notified to render their demands and payments to the Personal Representative of the estate, according to law and all persons indebted to said estate are required to make immediate payment to me. This 27th day of January, 2022.

Personal Representative:
 Gregory Lee Boatright
 220 Highland Avenue East
 Midlandtown, New York 10940
 2-2, 2-9, 2-16, 2-23, 2022

WM7415

Notice to Debtors/Creditors

Walker County Georgia

All creditors of the Estate of Charles Donald McKelba, late of said County, deceased, are hereby notified to render their demands to the undersigned according to law and all persons indebted to said estate are required to make immediate payment to me. This 4th day of February, 2022.

Annela Dawn Nash, Executor
 4154 Mountaineer Rd
 Stone Mountain GA 30087
 2-16, 2-23, 2-30, 2022

WM7420

NOTICE TO DEBTORS/CREDITORS

GEORGIA, WALKER COUNTY

All creditors of the estate of Douglas F. Thompson, late of said County, deceased, are hereby notified to render their demands to the undersigned according to law and all persons indebted to said estate are required to make immediate payment to me. This 4th day of February, 2022.

Douglas F. Thompson, Jr., Executor
 c/o Benjamin T. Bradford, Attorney for Estate
 123 East Patton Street
 LaFayette, Georgia 30728
 2-16, 2-23, 2-30, 2022

WM7431

NOTICE TO DEBTORS/CREDITORS

STATE OF GEORGIA

WALKER COUNTY

All creditors of the Estate of Rosemary NNN Furdice, late of said County,

8025 Debtors and Creditors

ly, deceased, are hereby notified to render their demands to the undersigned according to law and all persons indebted to said Estate are required to make immediate payment to me. This 3rd day of February, 2022.

William K. Furdice
 4000 Highway 101
 Rosemary Furdice
 4000 Highway 101
 Lookout Mountain, Georgia 30750
 2-16, 2-23, 2-30, 2022

WM7432

NOTICE TO DEBTORS AND CREDITORS

Georgia, Walker County

All creditors of the estate of James Edward Crews, late of said County, deceased, are hereby notified to render their demands to the undersigned according to law and all persons indebted to said estate are required to make immediate payment to me. This 20th day of January, 2022.

Roba Crews
 7814 Trion Hwy
 Trion, GA 30782
 2-16, 2-23, 2-30, 2022

WM7433

NOTICE TO DEBTORS AND CREDITORS

Georgia, Walker County

All creditors of the estate of Anna Lee Miller, late of said county, deceased, are hereby notified to render their demands to the undersigned according to law and all persons indebted to said estate are required to make immediate payment to me. This 31st day of January, 2022.

James R. Nardell
 508 Cherokee Trail
 Rossville, GA 30754
 2-16, 2-23, 2-30, 2022

WM7436

NOTICE TO DEBTORS/CREDITORS

GEORGIA, WALKER COUNTY

All creditors of the estate of Lorne K. Marsh, late of said County, deceased, are hereby notified to render their demands to the undersigned according to law and all persons indebted to said estate are required to make immediate payment to me. This 8th day of February, 2022.

Sandra Lory Winfield,
 Administrator
 c/o Benjamin T. Bradford, Attorney for Estate
 123 East Patton Street
 LaFayette, Georgia 30728
 2-16, 2-23, 2-30, 2022

WM7437

NOTICE TO DEBTORS/CREDITORS

GEORGIA, WALKER COUNTY

All creditors of the estate of M. Tavin, late of said County, deceased, are hereby notified to render their demands to the undersigned according to law and all persons indebted to said estate are required to make immediate payment to me. This 10th day of February, 2022.

David T. Andrews, Executor
 c/o Benjamin T. Bradford, Attorney for Estate
 123 East Patton Street
 LaFayette, Georgia 30728
 2-16, 2-23, 2-30, 2022

WM7440

NOTICE TO DEBTORS/CREDITORS

Georgia, Walker County

All creditors of the estate of Michael S. Price, late of said County, deceased, are hereby notified to render their demands to the undersigned according to law and all persons indebted to said estate are required to make immediate payment to me. This 14th day of February, 2022.

Michael S. Price, Administrator
 c/o Benjamin T. Bradford, Attorney for Estate
 123 East Patton Street
 LaFayette, Georgia 30728
 2-16, 2-23, 2-30, 2022

WM7444

NOTICE TO DEBTORS AND CREDITORS

Georgia, Walker County

All creditors of the estate of Charles W. Williams, late of said County, deceased, are hereby notified to render their demands to the undersigned according to law and all persons indebted to said estate are required to make immediate payment to me. This 14th day of February, 2022.

Rodney S. Price, Executor
 c/o Benjamin T. Bradford, Attorney for Estate
 123 East Patton Street
 LaFayette, Georgia 30728
 2-16, 2-23, 2-30, 2022

WM7445

NOTICE TO DEBTORS AND CREDITORS

Georgia, Walker County

All creditors of the estate of Thomas D. Dunn, late of said County, deceased, are hereby notified to render their demands to the undersigned according to law and all persons indebted to said estate are required to make immediate payment to me. This 4th day of February, 2022.

Thomas D. Dunn, Administrator
 c/o Benjamin T. Bradford, Attorney for Estate
 123 East Patton Street
 LaFayette, Georgia 30728
 2-16, 2-23, 2-30, 2022

WM7445

STATE OF GEORGIA

WALKER COUNTY

NOTICE TO DEBTORS AND CREDITORS

RE: Estate of David Lamar Hensler

All debtors and creditors of the Estate of David Lamar Hensler, deceased, late of Walker County, Georgia, are hereby notified to render their demands and payments to the Personal Representative of the estate, according to law and all persons indebted to said estate are required to make immediate payment to me. This 16th day of February, 2022.

Personal Representative:
 Beth Wade
 4115 Lightmill Mill Road
 Chattanooga, Tennessee 37416
 2-23, 2-30, 2-16, 2022

WM7456

STATE OF GEORGIA

WALKER COUNTY

NOTICE TO DEBTORS AND CREDITORS

RE: Estate of Ronald Ray Dye

All debtors and creditors of the Estate of Ronald Ray Dye, deceased, late of Walker County, Georgia, are hereby notified to render their demands and payments to the Personal Representative of the estate, according to law and all persons indebted to said estate are required to make immediate payment to me. This 14th day of February, 2022.

Personal Representative:
 Diana Kay Nallan
 1609 Lee Avenue
 Rossville, GA 30754
 2-23, 2-30, 2-16, 2022

WM7456

NOTICE TO DEBTORS AND CREDITORS

Georgia, Walker County

All creditors of the estate of Douglas F. Thompson, late of said County, deceased, are hereby notified to render their demands to the undersigned according to law and all persons indebted to said estate are required to make immediate payment to me. This 4th day of February, 2022.

Douglas F. Thompson, Jr., Executor
 c/o Benjamin T. Bradford, Attorney for Estate
 123 East Patton Street
 LaFayette, Georgia 30728
 2-16, 2-23, 2-30, 2022

WM7431

NOTICE TO DEBTORS/CREDITORS

STATE OF GEORGIA

WALKER COUNTY

All creditors of the Estate of Rosemary NNN Furdice, late of said County,

8030 Divorce

V. CATHERINE ANN PANKEY.

Defendant.

CIVIL ACTION NO. 21SUCV0722

Defendant.

TO: CATHERINE ANN PANKEY

Notice is hereby given to CATHERINE ANN PANKEY, a defendant in the above-captioned divorce case, that the Superior Court of Walker County, Georgia, has entered its final judgment of divorce in the above-captioned case.

The judgment of divorce is entered in the Superior Court of Walker County, Georgia, on the 16th day of February, 2022.

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The judgment of divorce is entered in the Superior Court of Walker County, Georgia, on the

Lookout Mountain Judicial Circuit Drug Task Force Intergovernmental Contract

Pursuant to the Georgia Constitution Art. IX, Sec. III, Para. I and O.C.G.A. § 36-69-1 *et seq.*, the following counties, municipalities, and constitutional officers (hereinafter referred to as "Entities") enter into this intergovernmental contract (hereinafter referred to as "Agreement") to operate the Lookout Mountain Judicial Circuit Drug Task Force (hereinafter referred to as "DTF"). This Agreement establishes a mutual aid law enforcement capability among the participating Entities herein in order to prevent and detect drug related crimes. The DTF operates by and through the consent of the participating agencies Entities set forth below, to-wit:

Chattooga County Sheriff
Chattooga County
City of Trion
Dade County Sheriff
Dade County
Lookout Mountain Judicial Circuit District Attorney
Walker County Sheriff
Walker County

The Entities identified above enter into this Agreement pursuant to the following particulars.

WHEREAS, the DTF Entities seek to rid their respective communities and the Lookout Mountain Judicial Circuit of illicit drug and other criminal activity by actively enforcing the laws of the State of Georgia through the arrest and prosecution of criminal actors; and,

WHEREAS, the Entities agree that a collaborative effort is key to reducing drug use, sales, trafficking, and other criminal activity in the Lookout Mountain Judicial Circuit through the parameters of this Agreement as authorized under O.C.G.A. § 36-69-1 *et seq.*; and,

WHEREAS, the Entities seek funding through the Edward Byrne Memorial Justice Assistance Grant Program (hereinafter referred to as "Byrne-JAG") in order to further this collaborative effort; and,

NOW BE IT KNOWN, the Entities of this Agreement are dedicated to this collaborative crime control initiative and are committed to the particulars of the Agreement. The Agreement shall become valid upon the effective date of Byron-JAG funding in 2022 and shall be active through the end of the grant period. The Entities shall re-examine the extent and need of this Agreement and the roles of the Entities participants at the expiration of the grant period. This Agreement can be amended, revised, or otherwise renewed upon Agreement of the Entities.

A. ASSIGNMENT OF PERSONNEL

1. The Entities assign personnel to the DTF as follows:
 - a. Chattooga County Sherriff assigns __1__ deputy.
 - b. Dade County Sherriff assigns __2__ deputy.
 - c. Town of Trion assigns __1__ police officer.
 - d. Walker County Sherriff assigns __1__ deputies and __1__ support staff.
2. Nothing herein is intended or should be constructed in any manner as creating or establishing the relationship of co-partners between the Entities hereto or as constituting one of the Entities as the agent, representative or employee of another Entity for any purpose or in any manner whatsoever, whether deputized or not, except as specifically stated otherwise in the Agreement Personnel assigned to the DTF by one of the Entities shall not be considered temporary or permanent employees, volunteers, or agents of the DTF or of any other Entities for any purpose whatsoever, including liability, or be entitled to or any rights or benefits of another Entity, whether deputized or not by such other Entity.
3. The Entities acknowledge it is their individual and sole responsibility to provide all applicable salary compensation and fringe benefits to their respective employees assigned to the DTF.
4. When authorized by the chief law enforcement officer of the Entity in which the DTF is acting, the employees and agents of responding Entities shall have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the jurisdiction where they are officially employed whenever performing authorized tasks pursuant to this Agreement.

B. FINANCIAL ARRANGMENTS AND USE OF BYRNE-JAG GRANT FUNDS

Each Entity agrees to the following with regard to expenses associated with personnel assigned to the DTF:

1. The Chattooga County Commissioner's Office (hereinafter "Fiscal Agent") will serve as the application, recipient, and Fiscal Agent of Byrne-JAG funding on behalf of the participating Entities.
2. As the recipient of Byrne-JAG funding, the Fiscal Agent will establish and maintain an adequate accounting system and financial records, and accurately account for grant funds. An adequate accounting system must be able to accommodate a fund and account structure to separately track funds for each grant reward.
3. Each participating Entity will fund the initial costs of the detached personnel listed in Section A of this Agreement.
4. The Fiscal Agent, on behalf of the DTF, will accept quarterly reimbursement payments from the Byrne-JAG for personnel costs paid by participating.
5. DTF operations will be supported through the use of Byrne-JAG funding, appropriations from Entities, funding acquired through the Federal Equitable Sharing Program, funding acquired through Georgia Uniform Civil Procedure Act, and from other funds as authorized by the Control Board.
6. When quarterly Byrne-JAG reimbursement is distributed to the Fiscal Agent, each Entity shall be provided with a salary reimbursement for detached personnel to the DTF as follows:
 - City of Trion – 1/7
 - Dade County – 2/7
 - Walker County – 2/7
 - Chattooga County – 1/7
7. Each participating Entities shall be provided with a quarterly budget, quarterly operating expenses, and quarterly reimbursement request for DTF operating expenses. Each participating Entities shall provide a reimbursement for DTF quarterly operating expenses as agreed upon by the DTF Control Board.
8. Each Entity shall to ONLY seek reimbursement for uses permitted under the 2022 Edward Byrne Memorial Justice Assistance Grant Program.

9. As the DTF is not a separate legal Entity, no property or vehicles shall be titled in the name of the DTF. All vehicles purchased by the DTF using Federal Equitable Sharing Program, Georgia Uniform Civil Forfeiture Procedure Act, or any other funds approved by the Control Board shall be voted on by the DTF Control Board for approval and shall be titled in the name of the local Entities as deemed by the Commander of the DTF based on issuance to Agents and their respective agencies.
10. The records, accounts, documents, etc., of the Fiscal Agent relating to the DTF shall be open for inspection or audit by the Control Board of this Agreement with reasonable notice during regular business hours. The Fiscal Agent shall provide reports to the DTF Control Board as requested.

C. DTF OPERATING CONTROL BOARD

1. The DTF shall be administered by the DTF Control Board. Each participating Sheriff, Chief of Police, and District Attorney of the Lookout Mountain Judicial Circuit or their designee, shall serve as members of the Control Board. The Control Board will select from its participating law enforcement agencies a chair to conduct meetings. The members of the Control Board may also select other officers as deemed appropriate.
2. The Control Board shall meet quarterly. A quorum shall be established by the Control Board and official votes of the Control Board may be taken whenever the established quorum is present at the time of the vote. A vote shall be settled whenever a simple majority is reached. Written minutes of all official actions of the Control Board must be taken and retained.
3. The DTF shall adopt policies and procedures to ensure that the work of the DTF and all agents comply with applicable law and generally accepted law enforcement operational and management practices. Any policy and procedures not covered in the DTF's policy and procedure, agents will revert to their respective home agencies policy and procedure.
4. The Control Board should approve or amend the DTF's quarterly operating budget as necessary. Within the fiscal limits of DTF funds, the Control Board may authorize expenditures for acquisition of equipment, vehicles, supplies, goods, services, or other commodities necessary for DTF operation. Any such purchases acquired by funding with Federal Equitable Sharing Program, Georgia Uniform Civil Forfeiture Procedure Act, and

any other funds approved by the Control Board that requires a title, shall be titled in the name of Entities as deemed necessary by the Commander of the DTF.

5. If any property, vehicles, equipment, etc purchased by DTF with Control Board approval using funding from Federal Equitable Sharing Program, the Georgia Uniform Civil Forfeiture Procedure Act or any other funds approved by the Control Board that is titled to Entity and is deemed unusable or surplus by the Control Board or DTF Commander, the Entities will return titles to the DTF Commander. The DTF Commander will dispose the unusable or surplus items in accordance with Federal and State Law. Any unusable or surplus items deemed of value by the DTF Commander may be auctioned to the highest bidder pursuant to Federal and State Law with proceeds from said auction to be deposited in the DTF forfeited account as agreed upon by the Control Board. Any items deemed by the DTF Commander as not of value for auction shall be destroyed and documented pursuant to Federal and State Law. Vehicles, equipment, etc. may be reassigned to participating Entities upon approval of the Control Board in accordance with Federal and State Law.

D. INSURANCE AND LIABILITY

1. Each Entity shall maintain a policy of liability and/or law enforcement insurance covering the activities of its respective personnel participating on the DTF.
2. Unless otherwise expressly agreed, each Entity shall not be required to provide or maintain a policy of liability and/or law enforcement insurance covering the employees, agents, and volunteers of the other participating Entities operating under DTF policies even where assigned officers are deputized by one or more sheriffs.
3. Each Entity to this Agreement expressly declines responsibility for the acts or omissions of another party and/or its elected officials, officers, agents, volunteers and employees, whether deputized or otherwise. The Entities to this Agreement are not liable for the acts or omissions of another Entity to this Agreement except to the extent they have agreed in writing to be responsible for the acts or omissions of the other parties and/or its elected officials, officers, agents, volunteers and employees.
4. Nothing in this Agreement shall constitute a waiver of any immunities or defenses, and the limits of liability under any property and casualty insurance policy for some or all of the Entities may not be added together to determine the maximum amount of liability for any Entity.

5. Nothing herein shall be construed to provide insurance coverage or indemnification to an officer, employee, or volunteer of any Entity for any act or omission for which the officer, employee, or volunteer of said Entity is guilty of malfeasance in office, willful neglect of duty, or bad faith. Insurance coverage shall be determined by terms of any applicable coverage policy.
6. Each Entity shall be responsible for providing insurance coverage for injuries or death to its respective individual personnel. Each Entity will maintain workers' compensation insurance or self-insurance coverage, covering personnel assigned by its law enforcement department while they are assigned to the DTF or are otherwise participating in or assisting DTF operations or activities, as required by law.

E. COOPERATION OF JURISDICTIONS

The Entities shall cooperate and use their best efforts to ensure that the various provisions of the Agreement are fulfilled. All Entities of this Agreement will act in good faith to undertake resolution of any disputes in an equitable and timely manner and in accordance with the provisions of this Agreement and applicable law.

F. MISCELLANEOUS

1. Should a court of competent jurisdiction rule any portion, section or subsection of this Agreement to be invalid or nullified, that fact shall not affect or invalidate any other portion, section, or subsection; and all remaining portions, sections, or subsections shall remain in full force and affect.
2. All Entities of this Agreement agree that the undersigned official is authorized by the jurisdiction to sign this Agreement for and on behalf of the Entity and by affixing his or her signature to the Agreement on behalf of a jurisdiction, the signing official indicates to the other jurisdictions, that the signing individual has already secured, if required, the ordinance or resolution manifesting prior approval from the Entity.
3. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. One originally signed copy of each counterpart shall be forwarded to and permanently maintained on file at the DTF office in accordance with the Byrne-JAG Grant.

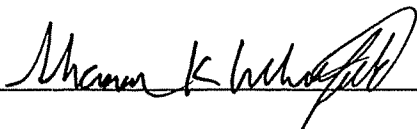
IN WITNESS WHEREOF, this Agreement has been executed and it's effective and operative as to each of the Entities as herein provided as of the day and year written below by the attached signatories:

- Town of Trion – Attachment A
- Chattooga County – Attachment B
- Dade County – Attachment C
- Lookout Mountain Judicial Circuit District Attorney - Attachment D
- Walker County – Attachment E

Lookout Mountain Judicial Circuit Drug Task Force
Local Government Participants Intergovernmental Contract

Attachment E

Walker County, Georgia

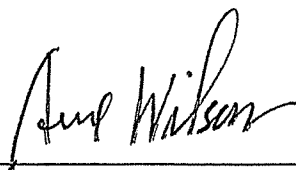
BY: 

Shannon Whitfield

Board of Commissioners

02/23/2022

Date

Approved: 

Steve Wilson

Sheriff, Walker County

1/26/22

Date

**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 23, 2021.

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 7:35 p.m. The following Commissioners were present: Blakemore, Askew, Hart, 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);

SluX **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);

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

SKWX 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 23rd day of February, 2022

Shannon K. Whitfield

Print Name: Shannon K. Whitfield

Print Title: Chairman

Sworn to and subscribed before me this

23rd day of February, 2022

[Signature]

Notary Public

My commission expires: _____

