

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

The following constitutes the agenda for the regular scheduled meeting of the Board of Commissioners of Walker County, Georgia to be held at 6:30 p.m. on May 23, 2024

REGULAR SCHEDULED MEETING

- **Invocation & Pledges**

- **Chairman Whitfield will Call to Order the Regular Meeting**

- **Establish a Quorum is present**

- **Approve Agenda**

- **Approve Minutes**

Minutes for the Regular Scheduled Meeting Held on May 9, 2024 at 6:30 p.m.

- **Public Hearing**

Wendell Allan Barnes II requests a rezone from R-2 (Residential) to C-1 (Commercial) for property located at 7001 N. Hwy 27, Rock Spring, GA 30739. Tax map & parcel number 0-328-1-011.

Happy Valley B.C. LLC requests a rezone from I (Industrial) to C-1 (Commercial) for property located at 0 Happy Valley Road, Rossville, GA 30741. Tax map & parcel number 0-136-017A.

Daniel Beyer & Ralph Paul Leming request a rezone from C-1 (Commercial) to R-2 (Residential) for property located at 3450 N. Hwy 27, LaFayette, GA 30728. Tax map & parcel number 0-322-4-002.

- **Ceremonial**

Proclamation for Historic Preservation Month

- **Public Comment**

- **Unfinished Business**

Minutes for the Regular Scheduled Meeting Held on April 11, 2024 at 6:30 p.m. (*Tabled at the May 16, 2024 meeting*)

Roy & Kimberly Ballard request a variance to divide off less than five acres in an A-1 zone for property located at 255 Windy Meadow Drive, LaFayette, GA 30728. Tax map & parcel number 0-515-1-020C (*Tabled at the May 16, 2024 meeting*)

- **New Business**

Resolution R-019-24 to Award a Contract for Courthouse Renovations

Wendell Allan Barnes II requests a rezone from R-2 (Residential) to C-1 (Commercial) for property located at 7001 N. Hwy 27, Rock Spring, GA 30739. Tax map & parcel number 0-328-1-011.

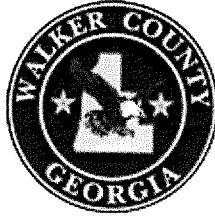
Happy Valley B.C. LLC requests a rezone from I (Industrial) to C-1 (Commercial) for property located at 0 Happy Valley Road, Rossville, GA 30741. Tax map & parcel number 0-136-017A.

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

Daniel Beyer & Ralph Paul Leming request a rezone from C-1 (Commercial) to R-2 (Residential) for property located at 3450 N. Hwy 27, LaFayette, GA 30728. Tax map & parcel number 0-322-4-002.

- **Commissioner Comments**
- **Executive Session** (if necessary)
- **Adjourn**

NEXT REGULAR MEETING - Thursday, June 13, 2024 at 6:30 p.m.



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

Minutes of the Regular Meeting
May 23, 2024 - 6:30 PM

- I. **Call to Order:**
Chairman Shannon Whitfield called to order the Regular Scheduled Board of Commissioners Meeting held at Annex III, 201 S. Main Street, LaFayette, Georgia at 6:30 PM on May 23, 2024.
- II. **Attendees:**
The following were present: Chairman Whitfield, Commissioner Robert Blakemore, Commissioner Mark Askew, Commissioner Brian Hart, Commissioner Robert Stultz, Legal and Policy Director David Gottlieb, Communications Specialist Dakiya Porter and Board Clerk Whitney Summey. Other guests signed in at the meeting as well. Please see the attached sign in sheet.
- III. **Approval of Agenda:**
Commissioner Hart made a motion to approve the agenda, seconded by Commissioner Blakemore, 4 ayes and 0 nays, motion carried.
- IV. **Approval of Minutes:**
Commissioner Hart made a motion to approve the minutes of the Regular Scheduled Meeting held May 9, 2024 at 6:30 p.m., seconded by Commissioner Stultz, 4 ayes and 0 nays, motion was approved.
- V. **Public Hearing:**
 - I. Chairman Whitfield asked if anyone would like to speak on the rezone request from Wendell Allan Barnes II from R-2 to C-1 for property located at 7001 N. Hwy 27, Rock Spring, GA 30739, tax map and parcel number 0-328-1-011. No one came forward to speak.
 - II. Chairman Whitfield asked if anyone would like to speak on the rezone request from Happy Valley BC LLC from I to C-1 for property located at 0 Happy Valley Road, Rossville, GA 30741, tax map and parcel number 0-136-017A. No one came forward to speak.
 - III. Chairman Whitfield asked if anyone would like to speak on the rezone request from Daniel Beyer and Ralph Paul Leming from C-1 to R-2 for property located at 3450 N. Hwy 27, LaFayette, GA 30728, tax map and parcel number 0-322-4-002. No one came forward to speak.
- VI. **Ceremonial:**
 - I. Chairman Whitfield presented the Proclamation for Historic Preservation Month to members of the Historic Preservation Commission. John Culpepper, Chairman of the Historic Preservation Commission, thanked the Board for the proclamation. He said they are working to help preserve, promote and enhance historic property in Walker County.
- VII. **Public Comment:**
 - I. Melissa Hulseley said she obtained a letter between Walker County and the City of Rossville for property on Ellis Road, a ballpark, and Williams Drive, a gym, through an open records request. She quoted the letter from 2008 where the Sole Commissioner agreed to pay the utilities at the Ellis Road location, owned by the City of Rossville, so they could hire a full time employee to manage both recreational locations. She said the utilities for the Ellis Road location is about \$28,000.00 per year. She added there is not currently an athletic director that is paid by the city so there is no need for the county to continue to pay the utilities. She added the City of Chickamauga and LaFayette recreations do not have their utilities paid by the county. She asked the Board to stop paying the utilities for the Ellis Road location and ask to be reimbursed from the date the city no longer had an athletic director. She said she submitted an open record request for all expenses for the Williams Drive location. She said she was told expenses were not tracked by location. She said there have been many improvements to the building such as the capital expense of a new HVAC unit. She said per GAAP accounting standards expenses should be detailed per location. She said she is aware of one full time employee working on the property which would also be an expense of the location. She asked the Board to look into her request and provide the requested information.
 - II. Gary Williams said the revised minutes from April 11, 2024 are still not accurate. He said they do not reflect Commissioner Hart's asking the Chair if \$260,000.00 will be enough to cover the walking trail project at the Civic Center, Chairman Whitfield's comments that he was still looking into the costs of the walking trial to see if the funds would cover the project, or Commissioner

Askew's comments about looking into the usage data for the walking trail. He said he does not think hundreds of thousands of dollars should be spent on a walking trail. He said we are adding to the national debt by spending money on something that is not a need of the county. He said the Board needs to concentrate on the needs not wants of the citizens. He said the Rossville splash pad is also a project that is not a need. He asked if Gilley Lane in District 4 will be extended or widened with any type of public money because it does not need to be repaved. He also said he hoped each member of the Board understands every aspect of the grants they are approving.

- III. Lindsey Gorman said she is trying to start Bestfriends and Hens, a nonprofit animal rescue in Rossville. She said they have a foster contract but have been cited by animal control multiple times. She said she has spent countless dollars trying to get everything done that has been asked of her to obtain her licenses. She said she feels that the Department of Agriculture and animal control have delayed her licenses being issued. She gave details of some of her encounters with animal control. She said the animal control officers need to be properly trained and asked the Board to look into training.
- IV. Ryan Gorman said animal control and the Department of Agriculture are not acting in the best interest of his family. He said they are a foster based rescue that works with other rescues in the county. He said they want to help with the dog overpopulation. He said animal control has removed animals from their care and he would like them to be given back. He said their next move is legal action if they cannot get their kennel license. He added the report they received from animal control was not accurate and he would like these issues to be looked into.
- V. Tony Disanto said he purchased property on Vulcan Drive about a year ago. He said the road is scheduled to be paved this year. He said the four residents on the road are all in agreement that they do not want the road to be paved. He said they want to keep the rural characteristics of the property and they are happy with the gravel road. He said they are worried about chemicals running into the creek and other environmental factors. He asked the Board to look into other options such as only graveling the road. He said the property owners are willing to maintain the road themselves. Commissioner Askew said he will look into this issue.
- VI. Ed Yates commended the Board for their job. He quoted a speech to Congress by David Crockett. He said the Board has a huge fiduciary responsibility to the citizens. He said there have been many issues brought up tonight and he wants to see the Board be accountable for their fiduciary responsibility.

VIII. Unfinished Business:

- I. Commissioner Askew made a motion to table the minutes for the regular scheduled meeting held on April 11, 2024 at 6:30 p.m. for revisions to be properly corrected, seconded by Commissioner Stultz, 4 ayes and 0 nays, motion carried.
- II. Chairman Whitfield presented the variance request from Roy and Kimberly Ballard to divide off less than five acres in an A-1 zone for property located at 255 Windy Meadow Drive, LaFayette, GA 30728, tax map and parcel number 0-515-1-020C. Commissioner Hart said this request is very similar to a previous request on Old LaFayette Road. He asked Planning and Zoning Director Jon Pursley to look into rezoning the surrounding property. Commissioner Hart made a motion to approve, seconded by Commissioner Blakemore, 4 ayes and 0 nays, motion carried.

IX. New Business:

- I. Chairman Whitfield read Resolution R-019-24 to award a contract for courthouse renovations. He said there were three RFPs submitted. Commissioner Askew asked the building inspector to present the information request for the proposals. Building Inspector Jon Pursley said one of the proposals was significantly different because it was quoted for eight brick angles when they were asked to quote one. Commissioner Askew said there have been many people who have worked very hard on getting this RFP out. He said after reviewing the bids, he feels comfortable awarding the contract to the lowest bidder. Chairman Whitfield presented the bids from Metro Waterproofing, Buckeye Construction, and Masonry Specialist Corporation. Commissioner Hart said they added the front step repairs and the walkway repair to the first RFP. Commissioner Hart made a motion to accept the bid from Masonry Specialist Corporation, seconded by Commissioner Askew, 4 ayes and 0 nays, motion carried.
- II. Chairman Whitfield presented the rezone request from Wendell Allan Barnes II from R-2 to C-1 for property located at 7001 N. Hwy 27, Rock Spring, GA 30739, tax map and parcel number 0-328-1-011. Planning and Zoning Director Jon Pursley said the Planning Commission recommended to approve with the conditions that the existing vegetative buffer remain against any residential property line. Commissioner Hart made a motion to approve with the Planning Commission's conditions, seconded by Commissioner Stultz, 4 ayes and 0 nays, motion carried.
- III. Chairman Whitfield presented the rezone request from Happy Valley BC LLC from I to C-1 for property located at 0 Happy Valley Road, Rossville, GA 30741, tax map and parcel number 0-136-017A. Planning and Zoning Director Jon Pursley presented the Board with handouts of plans and future goals of the property owners. He said the Planning Commission recommended approval. Commissioner Blakemore made a motion to approve, seconded by Commissioner Hart, 4 ayes and 0 nays, motion carried.
- IV. Chairman Whitfield presented the rezone request from Daniel Beyer and Ralph Paul Leming from C-1 to R-2 for property located at 3450 N. Hwy 27, LaFayette, GA 30728, tax map and parcel number 0-322-4-002. Planning and Zoning Director Jon Pursley said the owner is wanting to rezone the property in order to be able to sell the property. He said the Planning Commission

recommended approval. Commissioner Hart made a motion to approve, seconded by Commissioner Stultz, 4 ayes and 0 nays, motion carried.

X. Commissioner Comments:

- I. Commissioner Blakemore thanked everyone for coming out and participating. He encouraged citizens to reach out with any comments, concerns, or questions.
- II. Commissioner Askew congratulated all of the graduates in the county. He said Memorial Day is a time to thank the men and women who have paid the ultimate sacrifice to make this the greatest country to live in. He added the Board works very hard to try to make the right decisions for everyone in the county. He assured everyone he would look into the concerns brought forward and will come back with comments.
- III. Commissioner Hart gave details for the Farmers Market, Honeybee Festival, and the FY2025 Budget Work Session and encouraged everyone to come out.
 - I. Commissioner Stultz wished everyone a safe Memorial Day weekend. He thanked all of the county employees for their dedication and hard work. He also thanked the Republican Party for their work in the county especially during elections. He suggested they look into a vetting process on all candidates running for official positions. He thanked everyone for coming out tonight.
 - II. Chairman Whitfield said the Bestfriends and Hens licensing approval has to be obtained through Georgia Department of Agriculture which is a state agency the county has no oversight with. He said he will look into the other concerns brought forward. He said he will work with the Public Works Director on the paving of Vulcan Road. He said if everyone is in agreement, the county could abandon the road after the proper steps have been taken. He wished everyone a safe Memorial Day weekend. He added he is glad to live in the greatest country where we are free to have elections. He said he has been in contact with the incoming Chair, Angie Teems. He said she was not present tonight due to her daughter having senior class night. He said he and Mrs. Teems have had great conversations the last week and they are both committed to a smooth transfer.

XI. Executive Session:

- I. Chairman Whitfield made a motion to go into executive session for litigation and real estate, seconded by Commissioner Stultz, 4 ayes and 0 nays, motion carried. The Executive Session began at 7:36 PM. Chairman Whitfield called the regular meeting back to order at 8:00 PM with no action to be taken from the Executive Session.

XII. Adjournment:

- I. Commissioner Hart made a motion to adjourn the meeting, Commissioner Askew seconded the motion. Motion carried and the meeting was adjourned at 8:01 PM.



Shannon K. Whitfield
Chairman/CEO
Walker County Georgia

Date 06-13-2024

Minutes prepared by: Walker County Board Clerk, Whitney Summey

Regular Scheduled Board of Commissioners Meeting

Walker County Annex III

May 23, 2024

6:30 PM

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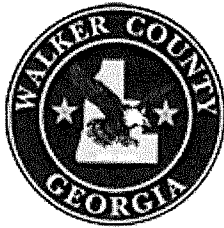
Commissioner Blakemore	Present
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Commissioner Askew	Present
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Chairman Whitfield	Present
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Commissioner Hart	Present
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Commissioner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

Regular Scheduled Board of Commissioners Meeting

May 23, 2024

6:30 PM

Name

Address

Ricky Austin

Joseph Smallan

Kimberly Ballard

255 Windy Meadows Drive Lafayette

John Rulpepper

1133 Brotherton Lane Chick

Paine Gily

Lawrence

M. H. H. H.

Chickamauga

Renee Gathie

Ruthy Eubanks

Chickamauga

Michelle Marsh

Chickamauga

Jim Pope

Villanova

Paul Leming

Lafayette

Zelly Parker

Hixson

Daniel Beyer

Lafayette

Scott Meade

Rossville

Hamilton Bruce

Chattanooga

Laura Dwyer

Lafayette

Cory Owsley

Lindsey Gorman

1412 Kelly St Rossville

Ryan Gorman

1412 Kelly St Rossville

Mark

Lafayette

Gene Huesman

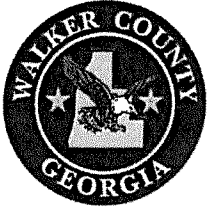
FLINTSTONE

Bobby N. Sinden

Road Dept

Carl Sinden

Road



**Walker County
Planning Commission Meeting**

**May 16, 2024
6:00 P.M.
Walker County Civic Center**

AGENDA

I. CALL TO ORDER

II. ROLL CALL

III. READING AND APPROVAL OF MINUTES FOR APRIL 18, 2024 MINUTES

IV. MOTION TO OPEN PUBLIC HEARING:

A. REZONE:

1. **Wendell Allan Barnes II:** Requests a rezone from R-2 (Residential) to C-1 (Commercial) for property located at 7001 N. Hwy 27 Rock Spring, GA. 30739. Tax map & parcel number 0-328-1-011
2. **Happy Valley B.C. LLC:** Requests a rezone from I (Industrial) to C-1 (Commercial) for property located at 0 Happy Valley Road Rossville, GA. 30741. Tax map & parcel number 0-136-017A.
3. **Daniel Beyer & Ralph Paul Leming:** Requests a rezone from C-1 (Commercial) to R-2 (Residential) for property located at 3450 N. Hwy 27 LaFayette, GA. 30728. Tax map & parcel number 0-322-4-002.

V. MOTION TO CLOSE PUBLIC HEARING:

VI. MOTION TO GO INTO NEW BUSINESS:

- A. Wendell Allan Barnes II
- B. Happy Valley B.C. LLC
- C. Daniel Beyer & Ralph Paul Leming

VII. ADJOURNMENT:



Walker County Planning Commission
Minutes

May 16, 2024
Walker County Civic Center
6:00 PM

ATTENDEES:

Planning Commission Members

Will Ingram
Michael Haney
Zack Chapman
John Morehouse
Stan Porter
Cindy Askew
Rob Walthour
Michael Hicks

Walker County Planning Staff

Jon Pursley, Planning Director
Kristy Parker, Planning Commission Secretary

I. CALL TO ORDER:

Chairman Haney called the meeting to order at 6:00 P.M.

II. AMENDMENT OF AGENDA:

Chairman Haney stated that the agenda needed to be amended because there was old business that needed to be heard also. He said that it had been tabled but the Board of Commissioners was sending it back before the Planning Commission. He stated that it would be added under section A for the public hearing on the variance request for Roy & Kimberly Ballard for property located at 255 Windy Meadow Drive in LaFayette tax map 0-515-1-020C. Michael Hicks made a motion to amend the agenda. Stan Porter seconded the motion to amend. The vote to amend the agenda was unanimous. Motion to approve carried. Chairman Haney then stated that there needed to be a motion to create a section for old business. Stan Porter made a motion to add an old business section. Will Ingram seconded the motion. The vote was unanimous to add an old business section. Motion carried.

III. ROLL CALL

IV. READING & APPROVAL OF THE APRIL 18, 2024 MEETING MINUTES:

Chairman Haney asked if there was a motion to approve or deny the minutes. Michael Hicks made a motion to approve. Zack Chapman seconded the motion to approve. The vote was unanimous. Motion to approve minutes carried.

V. MOTION TO OPEN THE PUBLIC HEARING:

Chairman Haney asked for a motion to open the public hearing. John Morehouse made a motion to open the public hearing. Rob Walthour seconded the motion. The vote was unanimous. Motion to open the public hearing carried.

VI. PUBLIC HEARING:

Rezone:

1. Wendell Allan Barnes: Chairman Haney asked if anyone was present for this property. Mr. Barnes came forward and stated that the property was zoned commercial when he purchased it but he had rezoned it to residential but would now like to rezone it back to commercial. Michael Hicks asked if a structure had been built on the property since it was rezoned and Mr. Barnes said no. Jon explained that there is commercial property across the street and up at the corner of Hwy 27 and Bicentennial Trail. Cindy Askew asked if the entrance to the property he is wanting to use be at the south end of the property. Mr. Barnes stated that there are two entrances and one is at the south end of the property. Zack Chapman asked about the three lots on the southwest corner of Hwy 27 and Bicentennial Trail and if they were residential. Jon explained that there is one house and two lots are the Fire Department. Zack asked if these were zoned commercial and he was told no that the one house to the north is zoned residential. Michael Hicks stated that the property to the north was the truck training lot for the school. Kirty Parker asked if he was wanting to cut out part of the property where the house is and leave it residential or rezone the whole property. Mr. Barnes said the whole property and the house could be used as an office. Zack asked if the lot to the south was zoned residential and he was told yes. Anita Parker came forward and stated that she lived in the house to the north of this property and she is not for or against it she was just curious as to what commercial use it will be used for. Jon Pursley stated that Mr. Barnes original plans are to build storage buildings. She was just concerned about her privacy.

2. Happy Valley B.C. LLC.: Chairman Haney asked if there was anyone present for this request. Hamilton Brock came forward and stated that they had purchased the property and were trying to figure out how to use the property due to the power lines running through the property and flood area to the south. He said that they had met with the Development Authority and Chairman Whitfield and they gave some ideas on what might be some needs in the area. He said that their plans right now are to do a daycare and some flex building spaces. Jon Pursley stated that the property to the south is commercial. Mr. Brock stated that since there are five hundred new homes being built across the road that a daycare seemed to be a good fit. Cindy Askew asked about the flood area on the south side of the property and the detention pond area. There was some discussion on the possible zone of the property being rezoned to PUD. Mr. Brock said there would not be any heavy equipment storage but more like the buildings that have been built by Cosco in Catoosa County and them being leased out

to maybe contractors for office or other office areas. There was discussion on bringing the property out of the flood area. Mr. Brock stated that the engineers will work on all that if the rezone is approved.

3. Daniel Beyer & Ralph Paul Leming: Chairman Haney asked if anyone was present for Mr. Beyers and Mr. Leming. Their realtor and they came forward and stated that the property was commercial and wanted it to be residential. She said that there is a house on the property but years ago there was a store there. She said that they are running into issues because people that want to buy the property can not get a loan approval with it being zoned commercial and that is why they are asking for the rezone. Jon Pursley said that the old store has been torn down and that the house beside them just got approved for a rezone making this property the only one left that is zoned commercial.

VII. PUBLIC HEARING ON OLD BUSINESS (VARIANCE):

1. Roy & Kimberly Ballard: Chairman Haney asked if anyone was present for this request. Mrs. Ballard came forward and stated that she would like to deed out two acres for her daughter to place a home on. She said that her son owns the property across from her. Jon Pursley stated that she was not present for the last meeting and it was not clear on what she wanted to do but she would have to divide off at least one acre since it's on a private drive and he asked her if she said she wanted to do two acres and she said yes. Michael Hicks asked if the two acres would be up toward Dunwoody Road and she said yes and Michael also asked if the smaller lots up front were also zoned A-1 and was told yes they were. Jon said there was some R-3 close by. Zack Chapman asked how many homes/lots were on the drive and he was told four. Cindy Askew said that it was brought up before about if others on this drive wanted to do the same thing with the limit being six. Zack Chapman said he counts five using the drive now. Kristy and Jon both said there were only four. After pulling up the view on the county website it does show only four using that drive currently.

VII. MOTION TO CLOSE THE PUBLIC HEARING:

Chairman Haney asked if there was a motion to close the public hearing. Michael Hicks made a motion to close the public hearing. Stan Porter seconded the motion. The vote was unanimous. Motion to close the public hearing carried.

VIII: MOTION TO OPEN OLD BUSINESS:

Chairman Haney opened the new business part of the meeting.

IX: OLD BUSINESS:

1. Roy & Kimberly Ballard: Chairman Haney asked if there was a motion to approve or deny and if a deny a reason why. Michael Hicks made a motion to approve. Stan Porter seconded the motion to approve. The vote was six in favor of the motion to approve and one (Zack Chapman) not in favor. Motion to approve carried.

X. NEW BUSINESS:

1. Wendell Allan Barnes: Chairman Haney asked if there was a motion to approve or deny and if deny a reason why. Stan Porter made a motion to approve. Rob Walthour seconded the motion to approve. Zack Chapman said he would like to have a discussion on buffers between the residential properties. After a discussion Stan Porter revised his motion to approve the request with the condition that the existing vegetative buffer remains against the residential property lines. Rob Walthour seconded. The vote was unanimous. Motion to approve with conditions carried.

2. Happy Valley B.B. LLC: Chairman Haney asked if there was a motion to approve or deny and if deny a reason why. John Morehouse made a motion to approve. Zack Chapman seconded the motion to approve. The vote was unanimous. Motion to approve carried.

3. Daniel Beyer & Ralph Paul Leming: Chairman Haney asked if there was a motion to approve or deny and if deny a reason why. Zack Chapman made a motion to approve. Michal Hicks seconded the motion to approve. The vote was unanimous. Motion to approve carried.

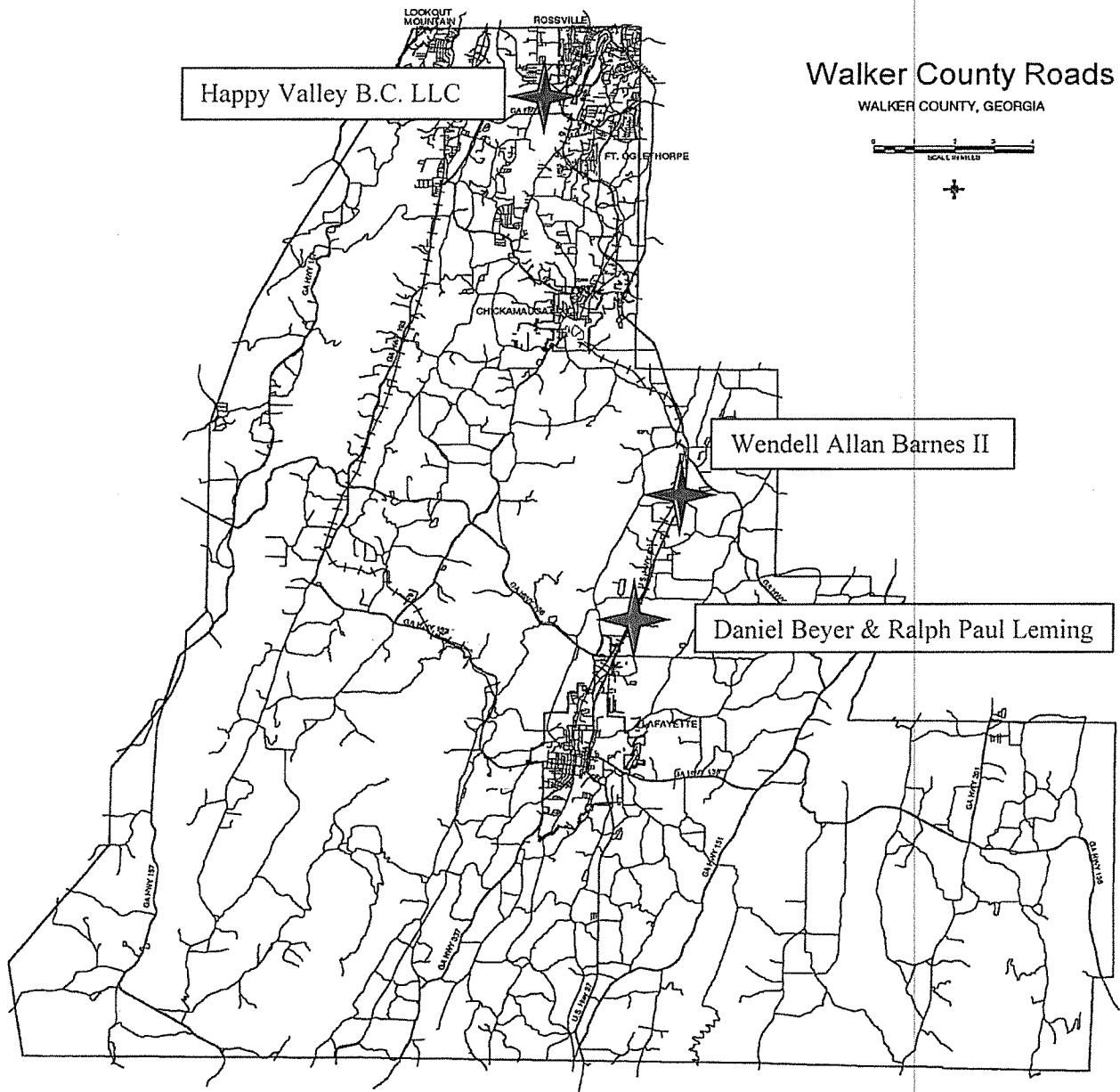
XI: ADJOURNMENT:

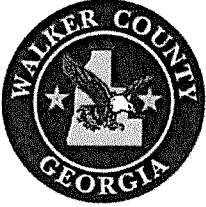
Chairman Haney asked if there was a motion to adjourn. Stan Porter made a motion to adjourn. Will Ingram seconded the motion. Vote was unanimous.

Date Submitted: Planning Commission Chairman

Date Submitted: Planning Commission Secretary

Date Submitted: Planning Commission Director





Walker County Planning Commission
Minutes

April 18, 2024
Walker County Civic Center
6:00 PM

ATTENDEES:

Planning Commission Members

Will Ingram
Michael Haney
Jon Hentz
John Morehouse
Stan Porter
Randy Pittman
Cindy Askew
Rob Walthour
Michael Hicks

Walker County Planning Staff

Jon Pursley, Planning Director
Kristy Parker, Planning Commission Secretary

I. CALL TO ORDER:

Chairman Haney called the meeting to order at 6:00 P.M.

II. ROLL CALL

IV. READING & APPROVAL OF THE MARCH 21, 2024 MEETING MINUTES:

Chairman Haney asked if there was a motion to approve or deny the minutes. John Morehouse made a motion to approve. Stan Porter seconded the motion to approve. Michael Hicks abstained. Motion to approve minutes carried.

V. MOTION TO OPEN THE PUBLIC HEARING:

Chairman Haney asked for a motion to open the public hearing. Michael Hicks made a motion to open the public hearing. Randy Pittman seconded the motion. The vote was unanimous. Motion to open the public hearing carried.

VI. PUBLIC HEARING:

Variance:

1. Roy & Kimberly Ballard: Chairman Haney asked if anyone in the audience was apposed to this request. No one came forward or had any questions. Chairman Haney stated that Kristy had called the Ballards and they they would not be present at the meeting. Kristy explained that they were requesting a variance to place another home on their property for one of their children with less than five acres. Cindy Askew asked if the property beside them was owned by the church and she looked and said yes. There was some discussion on the slope of the land. Jon Hentz asked if there was a survey and Kristy said no. Stan Porter asked how many acres did they have and was told six. Kristy explained that all the lots in the front was also zoned A-1 with all of them only having little over half an acre each. She also said that these were probably required to have the five acres each due to being on a shared driveway at the time. She also stated that if the variance was granted that they could not divide off less than one acre due to having that shared drive. Michael Hicks stated that he had a concern that this property should not even be zoned A-1 but if they do approve it and one more of the neighbors were to request and be granted the same type of variance then the other remaining two property owners would have to be told no if they were to request variances.

VII. MOTION TO CLOSE THE PUBLIC HEARING:

Chairman Haney asked if there was a motion to close the public hearing. Michael Hicks made a motion to close the public hearing. Will Ingram seconded the motion. The vote was unanimous. Motion to close the public hearing carried.

VIII: MOTION TO OPEN NEW BUSINESS:

Chairman Haney opened the new business part of the meeting.

IX: NEW BUSINESS:

1. Roy & Kimberly Ballard: Chairman Haney asked if there was a motion to approve or deny and if a deny a reason why. Michael Hicks made a motion to table due to inadequate information. Randy Pittman seconded the motion to table. The vote was unanimous. Motion to table carried.

X: ADJOURNMENT:

Chairman Haney asked if there was a motion to adjourn. Stan Porter made a motion to adjourn. Randy Pittman seconded the motion. Vote was unanimous.

Date Submitted:

Planning Commission Chairman

Date Submitted:

Planning Commission Secretary

Date Submitted:

Planning Commission Director

WALKER COUNTY
PLANNING & DEVELOPMENT
AGENDA ITEM

Owner: Wendell Allan Barnes II

Petitioner: same

Location of Property: 7001 N. Hwy 27
Rock Spring, GA. 30739

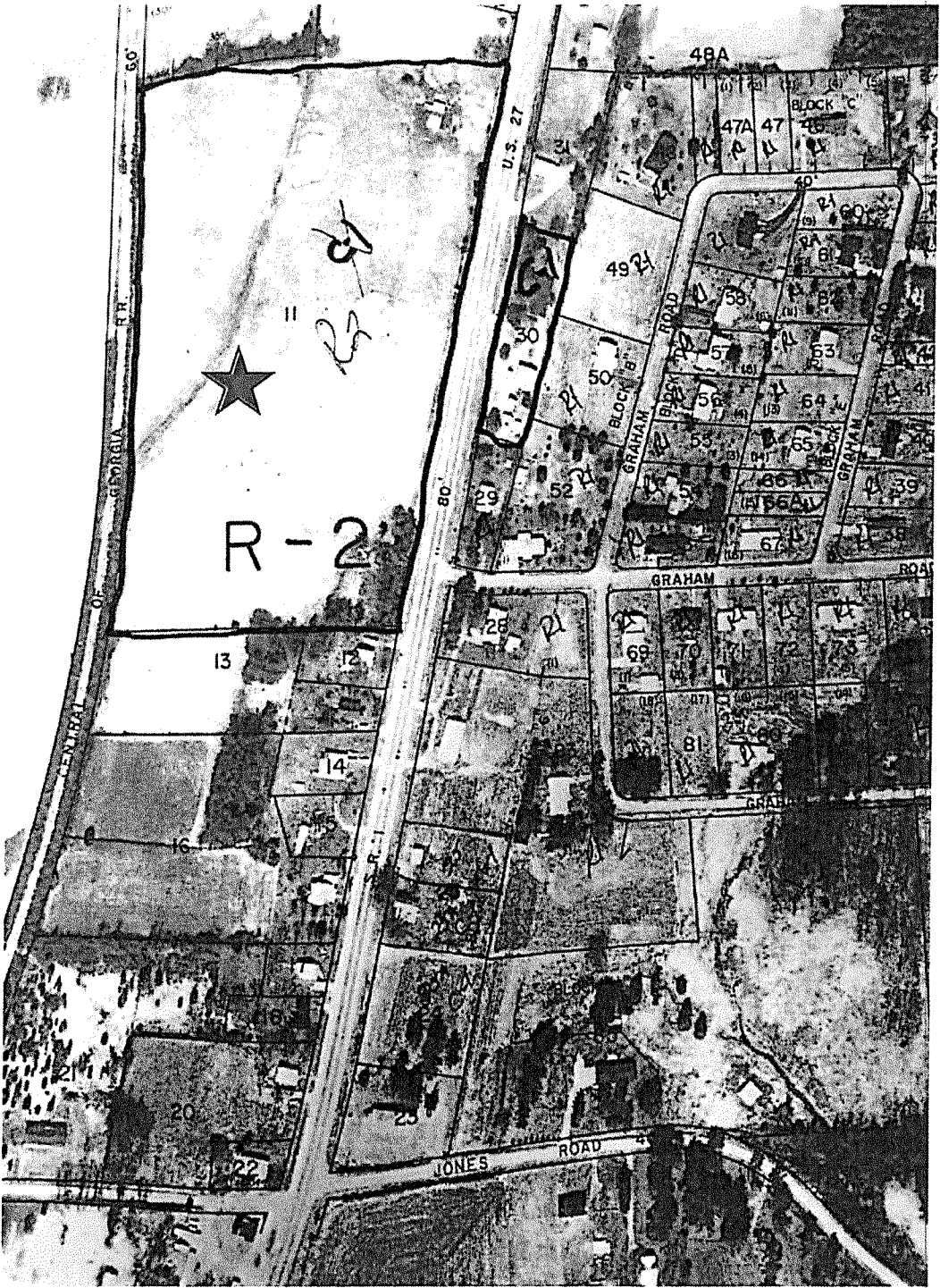
Tax map & parcel number 0-328-1-011

	PC Meeting Date:	5/16/2024
	Present Zoning:	R-2 (Residential)
APPLICANT'S INTENT:	Requesting a rezone to change from R-2 to C-1	
DETAILS OF REQUEST:	Same as above	

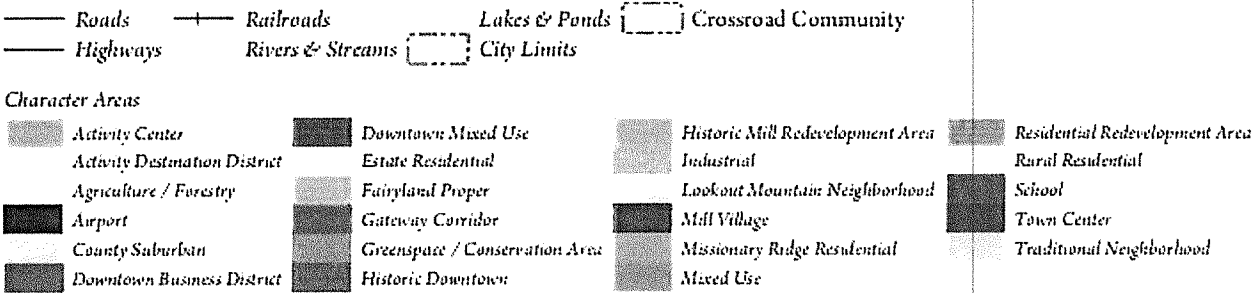
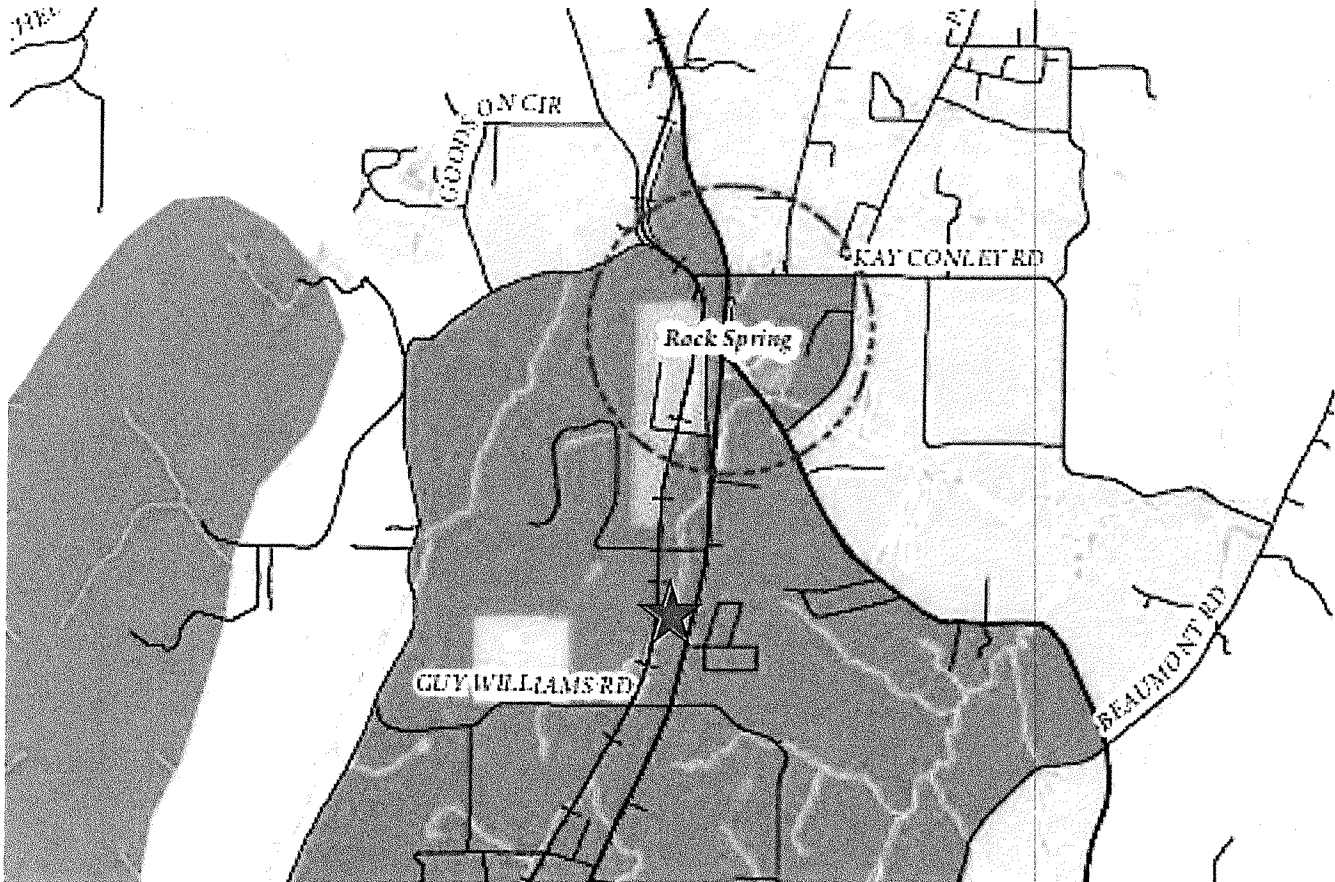
Projected Area:



Zoning Map:



Future Land Use Map:



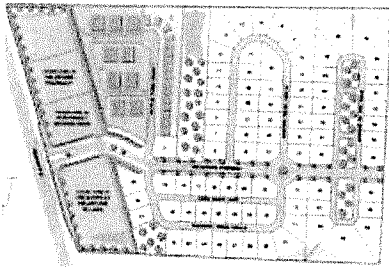


Figure 63. Fieldstone Farms Mixed Use Planned Unit Development – Phase I

Mixed use: LaFayette and Walker County

Description: A location containing mix of offices, housing, and commercial uses. This mix of uses may consist of single and/or multi story buildings. Often multi story buildings contains retail or office space on the first story. Additional floors of any building often contain a separate use to that of the first floor.

Suggested Development Strategy:

1. Provide design guidelines for stores and offices. These guidelines may be for building design, landscaping, regulatory setbacks, parking, stormwater, and etc.
2. Create a plan for the vision, upkeep, growth, and development of the mixed-use area. Creating a plan will help provide an identity to the area and attract appropriate businesses.
3. Improve water and sewer services to attract new growth and to meet future needs.
4. Improve broadband availability, including upload and download speed.
5. Infill vacant lots or underutilized property, improving overall aesthetics of the area.
6. Provide environmental protections to nearby streams and other waterbodies.
7. Provide protections to historic and cultural resources of the area so they will not be lost
8. Provide public investments into storm water management, community recreational spaces and facilities, public transit, bike and pedestrian facilities.
9. Make available pocket parks with seating.
10. Wherever possible, connect to regional network of greenspace and trails that are available to pedestrians, bicyclists, and other non-vehicular means of transportation.
11. Cluster new buildings so to improve pedestrian access and walkability to different surrounding uses.
12. Invest in infrastructure improvements to roads and sidewalks, increasing pedestrian mobility and safety.

Land uses:

- Residential
- Commercial
- Park/Recreation/Conservation
- Office
- Public/Institutional

Key Word Objectives: Office space, Commercial retail, Local retail, Residential, Parks, Infill development, Design guidelines, Infrastructure investments, Sewer and Water infrastructure, Road and Sidewalk improvements, walkability, Broadband availability

CONSIDERATION OF ZONING CRITERIA

1. **Existing land uses and zoning of nearby property:** The zoning of the nearby property is currently zoned R-2 (Residential)
2. **Suitability of the subject property for the zone purposed:** Yes
3. **Extent to which property values of the subject property are diminished by the particular zoning restrictions:** None
4. **Extent to which the destruction of property values of the subject property promotes the health, safety, morals or general welfare of the public:** None that we know of.
5. **Relative gain to the public as compared to the hardship imposed upon the individual property owner:** It would provide more commercial property.
6. **Whether the subject property has reasonable economic use as currently zoned:** Yes
7. **Length of time the property has been vacant as zoned considered in the context of land development in the vicinity of the property:** The tax records show the property has been owned by the current property owner since August 2021.
8. **Whether the proposed zoning will be a use that is suitable in view of the use and development of adjacent and nearby property:** It would be.
9. **Whether the proposed zoning will adversely affect the existing use or usability of adjacent or nearby property:** Not that we know of
10. **Whether the zoning proposal is in conformity with the policies and intent of the Comprehensive Plan:** The Future Land Use Map shows mixed use.
11. **Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.** It would not.
12. **Whether there is other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal:** This property was zoned commercial and changed to residential in July 2021.

WALKER COUNTY
PLANNING & DEVELOPMENT
AGENDA ITEM

Owner: Happy Valley B.C. LLC

Petitioner: Hamilton Brock

Location of
Property: 0 Happy Valley Road
Rossville, GA. 30741

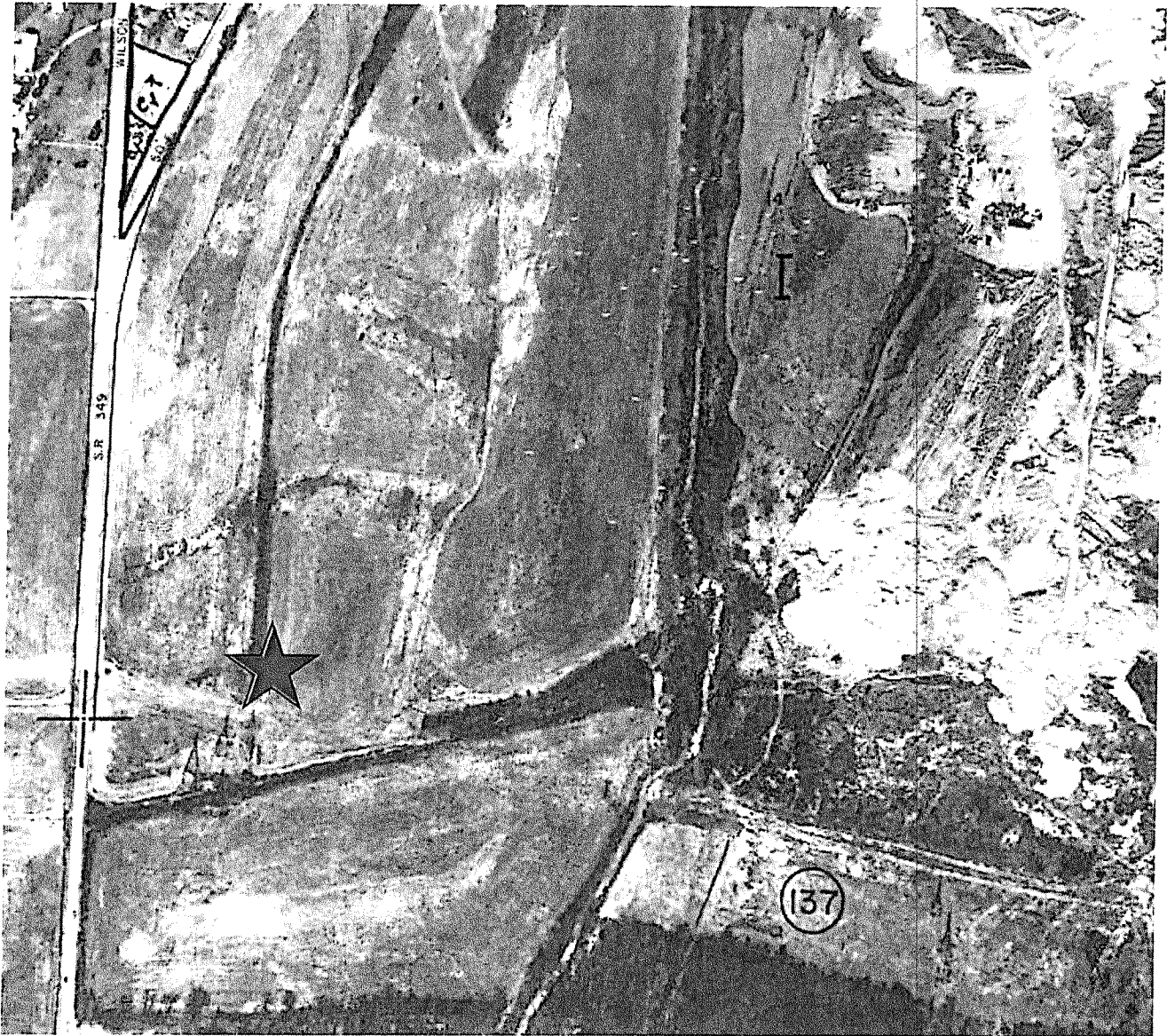
Tax map & parcel number 0-136-017A

	PC Meeting Date:	5/16/2024
	Present Zoning:	I (Industrial)
APPLICANT'S INTENT:	Requesting a rezone to change from I to C-1	
DETAILS OF REQUEST:	Same as above	

Projected Area:



Zoning Map:



Future Land Use Map:

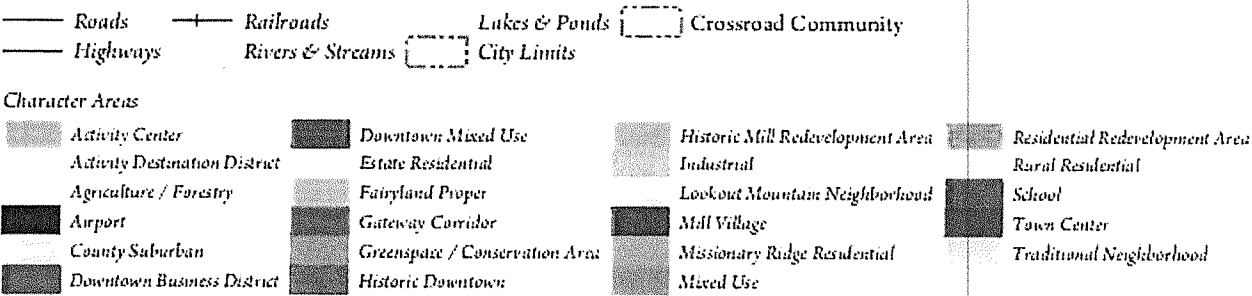
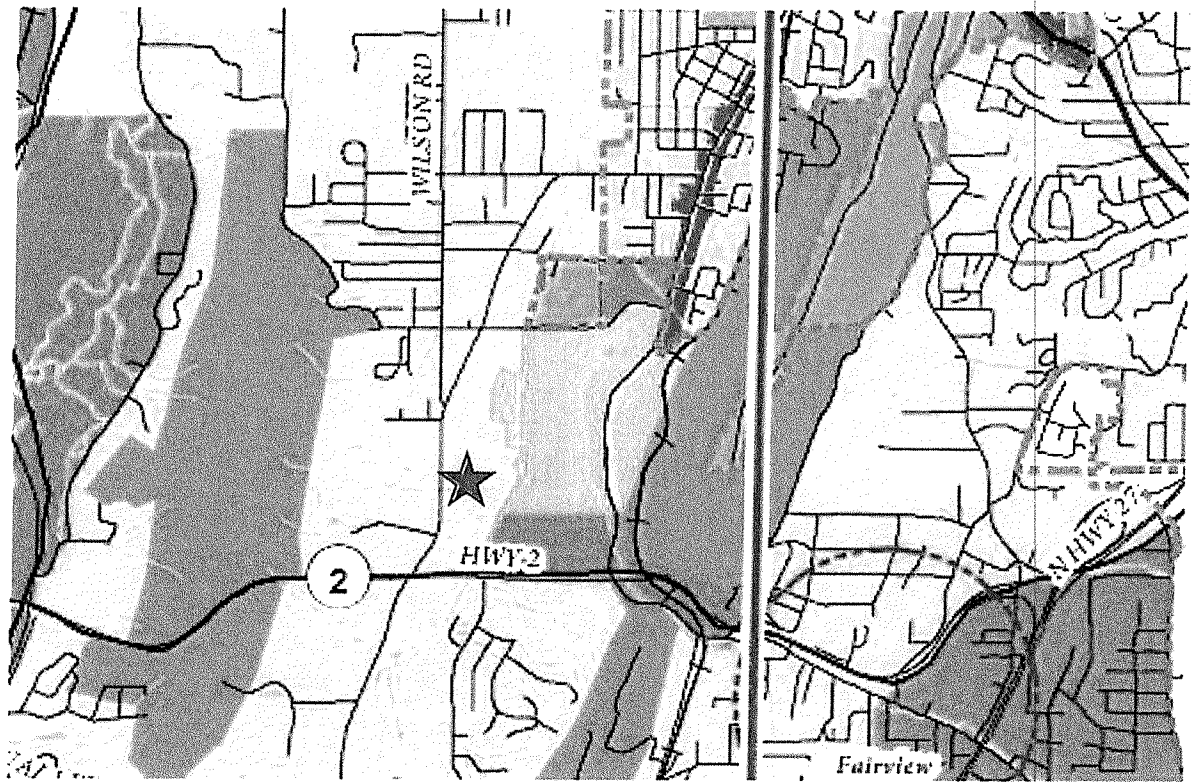




Figure 55. Azalea Drive – Laurel Drive, LaFayette Georgia

Traditional Neighborhood: Chickamauga, LaFayette, and Rossville

Description: A neighborhood of well-maintained houses, possess a distinct identity through architectural style, lot, and street design, and has a higher rate of home-ownership. It is characterized by a high degree of pedestrian orientation, sidewalks, street trees, and street furniture (where appropriate). All new development should be constructed at the neighborhood scale and in compliance with established zoning and procedure

Suggested Development Strategy:

1. Focus on reinforcing stability by encouraging more homeownership and maintenance or upgrade of existing properties.
2. There should be good vehicular and pedestrian/bike connections to the Town Center.
3. Wherever possible, connect to a regional network of greenspace and trails available to pedestrians, bicyclists, and other non-vehicular means of transportation.
4. Encourage compatible architecture styles that maintain the desired, local character, and do not include “franchise” or “corporate” architecture.
5. Discourage tourist-based industries
6. Permit accessory housing units, or new well-designed, similarly scaled infill multifamily residences to increase neighborhood density and income diversity.
7. Add traffic calming improvements, sidewalks, street trees, and increased street interconnection to improve walkability and slow traffic within the existing neighborhood.
8. Promote street design that fosters traffic calming where possible and needed.

Land uses:

- Residential

Key Word Objectives: Traditional neighborhood, Sense of place, Alternative multimodal transportation, regional identity, Heritage Preservation, Infill development, Open space preservation, Environmental protection

CONSIDERATION OF ZONING CRITERIA

1. **Existing land uses and zoning of nearby property:** The zoning of the nearby property is currently zoned I (Industrial), C-1 (Commercial) and PUD (Planned Unit Development)
2. **Suitability of the subject property for the zone purposed:** Yes
3. **Extent to which property values of the subject property are diminished by the particular zoning restrictions:** None
4. **Extent to which the destruction of property values of the subject property promotes the health, safety, morals or general welfare of the public:** None that we know of.
5. **Relative gain to the public as compared to the hardship imposed upon the individual property owner:** It would provide more commercial use to the area.
6. **Whether the subject property has reasonable economic use as currently zoned:** Yes
7. **Length of time the property has been vacant as zoned considered in the context of land development in the vicinity of the property:** The tax records show the property has been owned by Happy Valley B.C. LLC since May 2022.
8. **Whether the proposed zoning will be a use that is suitable in view of the use and development of adjacent and nearby property:** It would be.
9. **Whether the proposed zoning will adversely affect the existing use or usability of adjacent or nearby property:** Not that we know of
10. **Whether the zoning proposal is in conformity with the policies and intent of the Comprehensive Plan:** The Future Land Use Map shows traditional neighborhood.
11. **Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.** It would not.
12. **Whether there is other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal:** It does touch other commercial properties to the south.

WALKER COUNTY
PLANNING & DEVELOPMENT
AGENDA ITEM

Owner: Dainel Beyer & Ralph Leming

Petitioner: same

Location of Property: 3450 N. Hwy 27
LaFayette, GA. 30728

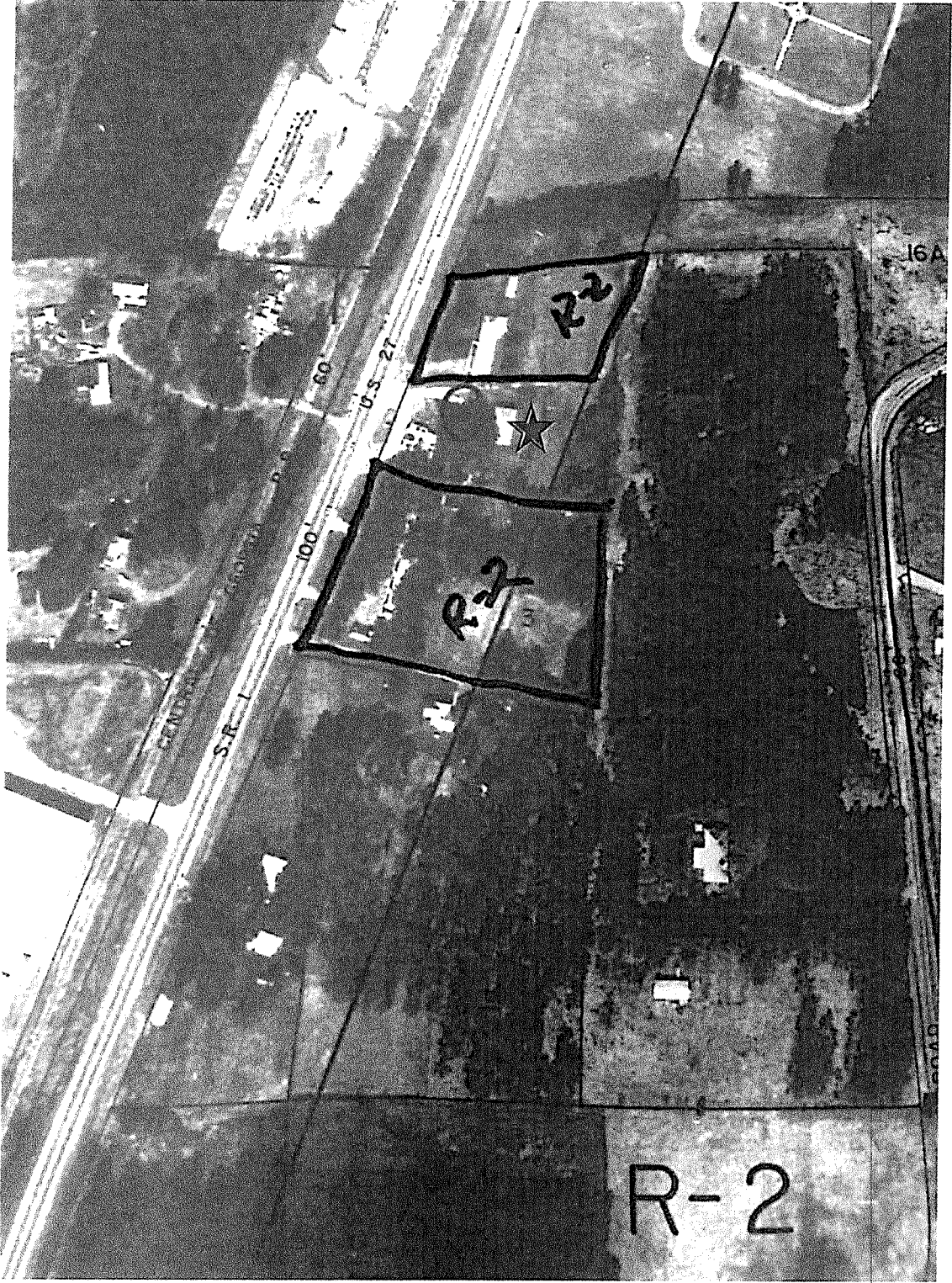
Tax map & parcel number 0-322-4-002

	PC Meeting Date:	5/16/2024
	Present Zoning:	C-1 (Commercial)
APPLICANT'S INTENT:	Requesting a rezone to change from C-1 to R-2	
DETAILS OF REQUEST:	The property did have a residence and a commercial structure on it but the commercial structure will be torn down leaving only the home.	

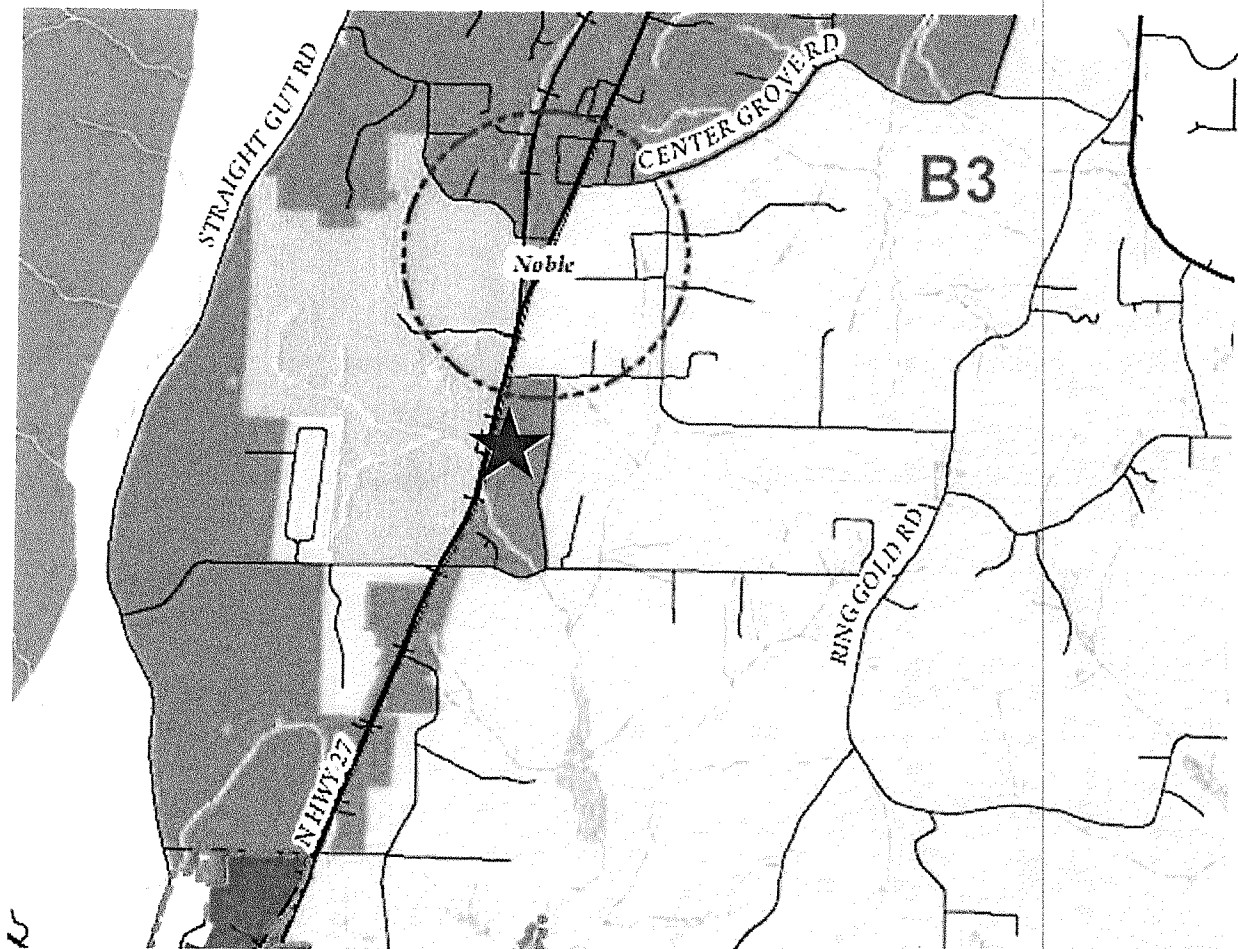
Projected Area:



Zoning Map:



Future Land Use Map:



Roads	Railroads	Lakes & Ponds	Crossroad Community
Highways	Rivers & Streams	City Limits	
Character Areas			
Activity Center	Downtown Mixed Use	Historic Mill Redevelopment Area	Residential Redevelopment Area
Activity Destination District	Estate Residential	Industrial	Rural Residential
Agriculture / Forestry	Fairyland Proper	Lookout Mountain Neighborhood	School
Airport	Gateway Corridor	Mill Village	Town Center
County Suburban	Greenspace / Conservation Area	Missionary Ridge Residential	Traditional Neighborhood
Downtown Business District	Historic Downtown	Mixed Use	

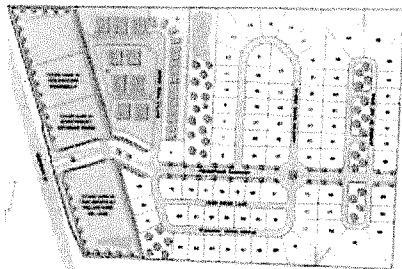


Figure 63. Fieldstone Farms Mixed Use Planned Unit Development – Phase I

Mixed use: LaFayette and Walker County

Description: A location containing mix of offices, housing, and commercial uses. This mix of uses may consist of single and/or multi story buildings. Often multi story buildings contains retail or office space on the first story. Additional floors of any building often contain a separate use to that of the first floor.

Suggested Development Strategy:

1. Provide design guidelines for stores and offices. These guidelines may be for building design, landscaping, regulatory setbacks, parking, stormwater, and etc.
2. Create a plan for the vision, upkeep, growth, and development of the mixed-use area. Creating a plan will help provide an identity to the area and attract appropriate businesses.
3. Improve water and sewer services to attract new growth and to meet future needs.
4. Improve broadband availability, including upload and download speed.
5. Infill vacant lots or underutilized property, improving overall aesthetics of the area.
6. Provide environmental protections to nearby streams and other waterbodies.
7. Provide protections to historic and cultural resources of the area so they will not be lost
8. Provide public investments into storm water management, community recreational spaces and facilities, public transit, bike and pedestrian facilities.
9. Make available pocket parks with seating.
10. Wherever possible, connect to regional network of greenspace and trails that are available to pedestrians, bicyclists, and other non-vehicular means of transportation.
11. Cluster new buildings so to improve pedestrian access and walkability to different surrounding uses.
12. Invest in infrastructure improvements to roads and sidewalks, increasing pedestrian mobility and safety.

Land uses:

- Residential
- Commercial
- Park/Recreation/Conservation
- Office
- Public/institutional

Key Word Objectives: Office space, Commercial retail, Local retail, Residential, Parks, Infill development, Design guidelines, Infrastructure investments, Sewer and Water infrastructure, Road and Sidewalk improvements, walkability, Broadband availability

CONSIDERATION OF ZONING CRITERIA

1. **Existing land uses and zoning of nearby property:** The zoning of the nearby property is currently zoned C-1 (Commercial) and R-2 (Residential)
2. **Suitability of the subject property for the zone purposed:** Yes
3. **Extent to which property values of the subject property are diminished by the particular zoning restrictions:** Unknown
4. **Extent to which the destruction of property values of the subject property promotes the health, safety, morals or general welfare of the public:** None that we know of.
5. **Relative gain to the public as compared to the hardship imposed upon the individual property owner:** Property is already being used as residential.
6. **Whether the subject property has reasonable economic use as currently zoned:** Yes
7. **Length of time the property has been vacant as zoned considered in the context of land development in the vicinity of the property:** The tax records show the property has been owned by Beyer & Leming since December 2020.
8. **Whether the proposed zoning will be a use that is suitable in view of the use and development of adjacent and nearby property:** It would be.
9. **Whether the proposed zoning will adversely affect the existing use or usability of adjacent or nearby property:** It would not.
10. **Whether the zoning proposal is in conformity with the policies and intent of the Comprehensive Plan:** The Future Land Use Map shows mixed use.
11. **Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.** It would not.
12. **Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal:** The property currently has a house on it.

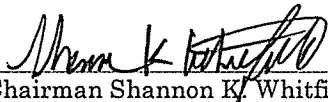


Proclamation

BY THE WALKER COUNTY BOARD OF COMMISSIONERS *HISTORIC PRESERVATION MONTH*

- WHEREAS: The National Trust for Historic Preservation established May as Historic Preservation Month in 1973 to promote historic places for the purpose of instilling community pride, stimulating heritage tourism and showing the social and economic benefits of historic preservation; and
- WHEREAS: Walker County is home to 17 sites on the National Register of Historic Places, including the John Ross House, Marsh-Warthen House, and Chickamauga Prince Hall Affiliated Masonic Lodge #221; and
- WHEREAS: Historic preservation can raise awareness of historically significant buildings and landmarks locally and unite residents behind an important cause; and
- WHEREAS: It is important to celebrate the role of history in our lives and to honor the contributions made by dedicated individuals who help preserve the tangible aspects of the heritage that has shaped us as a people; and
- WHEREAS: We recognize the important role played by the Walker County Historic Preservation Commission, Walker County Historical Society, Walker County African American Historical and Alumni Association, and other organizations in our community;
- THEREFORE: I, Shannon K. Whitfield, Chairman of the Walker County Board of Commissioners, do hereby proclaim May as *Historic Preservation Month* in Walker County.

Signed and sealed this 23rd day of May in the year 2024.


Chairman Shannon K. Whitfield



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

**Minutes of the Regular Meeting
April 11, 2024 - 6:30 PM**

- I. **Call to Order:**
Chairman Shannon Whitfield called to order the Regular Scheduled Board of Commissioners Meeting held at Annex III, 201 S. Main Street, LaFayette, Georgia at 6:30 PM on April 11, 2024.
- II. **Attendees:**
The following were present: Chairman Whitfield, Commissioner Robert Blakemore, Commissioner Mark Askew, Commissioner Brian Hart, Commissioner Robert Stultz, Legal and Policy Director David Gottlieb, Communications Specialist Dakiya Porter and Board Clerk Whitney Summey. Other guests signed in at the meeting as well. Please see the attached sign in sheet.
- III. **Approval of Agenda:**
Chairman Whitfield made a motion to add a purchase order from Stowers Cat for a 100kw D1 diesel generator for the 911 center, seconded by Commissioner Blakemore, 4 ayes and 0 nays, motion carried.
- IV. **Approval of Minutes:**
Commissioner Hart made a motion to approve the minutes of the Regular Scheduled Meeting held March 28, 2024 at 6:30 p.m., seconded by Commissioner Stultz, 4 ayes and 0 nays, motion was approved.
- V. **Ceremonial:**
 - I. Chairman Whitfield presented a Proclamation to recognize April as Sexual Assault Awareness month. Kristy Lawson from the Sexual Assault Victims Advocacy Center thanked the Board and gave an overview of their services.
 - II. Chairman Whitfield presented a Proclamation to recognize May 8, 2024 as Senior Citizens Day. Don Stultz said his father and many local businessmen started Senior Citizens Day many years ago and he was honored to accept the proclamation and help continue this event. He invited everyone to come out to the Civic Center and enjoy the event.
- VI. **Public Comment:**
 - I. Jim Pope asked County Attorney David Gottlieb about the governing authority of the Board and how wording could be changed in the enabling act to limit the Board's ability to institute a County Manager. David Gottlieb said it could be changed but he would have to discuss with the Board and legislation to see what is permissible.
 - II. Gary Williams expressed concern about matching funds for the grant applications in R-014-24, as well as R-046-23. He stated R-046-23 was approved with 30% matching funds, but the agenda packet on the county website listed it as a 20% match. He is opposed to applying for a grant to revamp the walking trail at the Civic Center and fears it will lead to more money being spent and more taxes and fees in the county.
 - III. Laura Owsley asked questions about the recent audit. She asked if the Chairman oversees the SPLOST account. She asked about SPLOST funds being in the general fund account. CFO Greg McConnell explained there was an overspending of SPLOST funds back in 2008 and these funds are in the general fund account. He said it is a large interest bearing account and the money is planned to be spent soon. Mrs. Owsley asked about tax abatements specifically with McLemore. Chairman Whitfield said there are none currently. Mrs. Owsley asked about the land purchase at the Industrial Park by the Walker County Development Authority. She asked about the conduit debt and if the WCDA was responsible for the bonds. Chairman Whitfield said the county is the bond holder, but is not responsible for any funds.
- VII. **New Business:**

- I. Chairman Whitfield read Resolution R-013-24 to award a road paving contract for 2024. Commissioner Blakemore made a motion to approve, seconded by Commissioner Askew, 4 ayes and 0 nays, motion carried.
- II. Chairman Whitfield read Resolution R-014-24 to approve the submission of a formal grant application for the Georgia Recreational Trails Program to the Georgia Department of Natural Resources. He said this will replace the walking trail at the Civic Center. He gave an overview of all of the ongoing maintenance that has to be done to the trail now and said this will be a much better feature for the community. Commissioner Stultz asked where the 30% matching funds would come from. Chairman Whitfield said ARPA funds. Commissioner Askew said there is a lot of usage of the trail and he will be glad to see it renovated. Chairman Whitfield said there will be more use once the new playground is finalized. Commissioner Hart made a motion to approve, seconded by Commissioner Askew, 4 ayes and 0 nays, motion carried.
- III. Chairman Whitfield read Resolution R-015-24 to establish a policy for the adoption of the county's fiscal year budget. Commissioner Askew asked if this timeline would give ample time for everything to be reviewed and then finalized. He said there was a time crunch last year and he wants to avoid that going forward. Chairman Whitfield said yes. Commissioner Stultz made a motion to approve, seconded by Commissioner Blakemore, 4 ayes and 0 nays, motion carried.
- IV. Chairman Whitfield read Resolution R-016-24 to appoint Blake Hodge to serve on the Northwest Georgia Region 1 Emergency Medical Services Council. Chairman Whitfield made a motion to approve, seconded by Commissioner Hart, 4 ayes and 0 nays, motion carried.
- V. Chairman Whitfield read Resolution R-017-24 to amend the regular meeting calendar for 2024. Commissioner Askew made a motion to approve, seconded by Commissioner Stultz, 4 ayes and 0 nays, motion carried.
- VI. Chairman Whitfield presented purchase order 2024-00001424 for \$51,530.25 to Loughridge Equipment for mowing equipment. He said there is not any back up equipment currently and the inventory is aging. He said Bushhog is the brand currently used so they are familiar with the maintenance and have spare parts. He said this is for two units for roadside mowing. He said they are several months out, but the vendor is trying to get one on hand. Commissioner Blakemore made a motion to approve, seconded by Commissioner Stultz, 4 ayes and 0 nays, motion carried.
- VII. Chairman Whitfield presented purchase order 2024-00001547 for \$41,765.00 to Jake Marshall Service for a 15-ton split heat pump. He said SPLOST funds will be used for the purchase. He said this is at the Rossville Community Center and will move the unit to the roof top and out of the way for the new sidewalk and door. He said there is a 14 day lead time. Commissioner Hart asked if the building was used for voting. Chairman Whitfield said the building is highly used year round and there is a possibility to use it for voting in the future. Commissioner Stultz made a motion to approve, seconded by Commissioner Askew, 4 ayes and 0 nays, motion carried.
- VIII. Chairman Whitfield presented the purchase order from StowersCAT for a 100kw Cat model D100 diesel field engine generator set for \$78,583.00. Curtis Creekmur said this will replace the unit at the 911 center and both units are alike. He said this unit is available now. He said this unit will be outside with an enclosure. He said this purchase includes everything for installation and the enclosure. Commissioner Askew made a motion to approve, seconded by Commissioner Blakemore, 4 ayes and 0 nays, motion carried.
- IX. Chairman Whitfield presented the March 2024 Department Statistics.

VIII. Commissioner Comments:

- I. Commissioner Blakemore thanked everyone for coming out and participating. He thanked all employees for their hard work. He gave information about the animal microchipping clinic event at the Rossville Community Center. He encouraged citizens to reach out with any comments, concerns, or questions.
- II. Commissioner Askew thanked everyone for their participation and for all of the employees dedication to the citizens and the county. He said the Board is working hard to do the best for all citizens in the county. He said all of the community's participation and input helps the Board do a better job for the citizens.
- III. Commissioner Hart gave details of a few events coming up. He said April 20 is tire amenity day at the landfill and encouraged everyone to bring any tires they may have.
 - I. Commissioner Stultz thanked everyone for coming out and all of the county employees for their dedication and hard work. He encouraged everyone to come out to the Senior Citizens Event.
 - II. Chairman Whitfield said April 22 is earth day and the Landfill is hosting its annual tire amnesty day on April 20. He said they will be taking up to 16 passenger tires from each citizen. He said the City of Rossville has partnered with the County to be a designated drop off site as well.

IX. Executive Session:

- I. Commissioner Blakemore made a motion to go into executive session for personnel, seconded by Commissioner Stultz, 4 ayes and 0 nays, motion carried. The Executive Session began at 7:38

PM. Chairman Whitfield called the regular meeting back to order at 8:00 PM with no action to be taken from the Executive Session.

- X. Adjournment:
 - I. Commissioner Hart made a motion to adjourn the meeting, Commissioner Blakemore seconded the motion. Motion carried and the meeting was adjourned at 8:01 PM.

Shannon K. Whitfield
Chairman/CEO
Walker County Georgia

Date

Minutes prepared by: Walker County Board Clerk, Whitney Summey



Walker County Planning Office
Rezone, Conditional Use Variance & Variance Application

☐ Rezone ☐ Conditional Use Variance ☒ Variance

Current Zoning:	Requested Change:	
A-1	Variance	
Map & Parcel	Date:	Fee:
D-515-1-020C		\$150.00

Applicant/Owner & Phone: Roy & Kimberly Ballard 706-264-6776

Street Name & Number: 255 Windy Meadow Drive

Mailing Address: Same AS Above

City, State, Zip Code: Lafayette GA 30728

Request: We would like to divide off less than five acres in a A-1 zoning for my child to put a home on.

PLANNING COMMISSION RECOMMENDATION:

5-16-2024 ☒ APPROVED AS SUBMITTED

4-18-2024 ☐ APPROVED WITH CONDITIONS

4-18-2024 ☒ TABLED

The Planning Commission tabled the request due to inadequate information

4-18-2024 ☐ DENIAL

BOARD OF COMMISSIONERS FINAL DECISION:

Manu Kishore ☒ APPROVED AS SUBMITTED

Manu Kishore ☐ APPROVED WITH CONDITIONS

Manu Kishore ☐ TABLED

Manu Kishore ☐ DENIAL

The following disclosure is required of the applicant(s) by Section 36-67A of O.C.G.A. The following is for disclosure purposes only and does not disqualify the petition.

Within the past two years, have you made either campaign contributions totaling \$250.00 or more and/or given gifts having value of \$250.00 or more to a local government official who will be responsible for making a recommendation or decision on the application? YES ☐ NO ☒ If YES, then on a separate page, please furnish the following information;

- The name of the local government official(s) to whom cash contribution or gift was made.
- The total dollar amount(s) of each campaign made by the applicant to each local official during the two years immediately preceding the filing of the application.
- An enumeration and description of each gift having value of \$250.00 or more made by the applicant to each local government official within the past two years.

Signature of Applicant/Owner:

Kimberly Ballard 4-15-24
APPLICANT/OWNER DATE

RESOLUTION R-019-24

**A RESOLUTION OF THE WALKER COUNTY BOARD OF COMMISSIONERS TO
AWARD A CONTRACT FOR COURTHOUSE RENOVATIONS**

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

WHEREAS, there is a present need for maintenance work at the Walker County Courthouse; and

WHEREAS, the County issued a request for proposals (RFP) from qualified contractors on April 9, 2024 through the Georgia Procurement Registry and county government website; and

WHEREAS, the County advertised the RFP in the April 17, 2024 edition of the Walker County Messenger, the county's legal organ; and

WHEREAS, the county received 3 proposals to perform the necessary work; and

WHEREAS, Walker County voters approved \$4,100,000.00 for improvements at county facilities, including the courthouse, as part of the 2020 SPLOST;

THEREFORE BE IT RESOLVED by the Board of Commissioners of Walker County, Georgia that that the contract for renovation work at the Walker County Courthouse is hereby awarded to Masonry Specialist Corporation and will be funded from the "General Government" category of the 2020 SPLOST.

SO RESOLVED AND ADOPTED this 23rd day of May, 2024.

ATTEST:

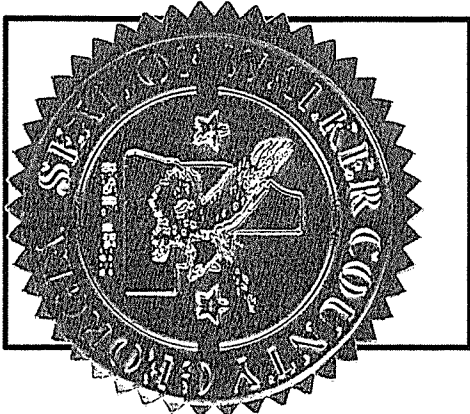
WALKER COUNTY, GEORGIA

Whitney Summey

Whitney Summey, Deputy Clerk

Shannon K. Whitfield

SHANNON K. WHITFIELD, Chairman



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

CONSTRUCTION SERVICES AGREEMENT

Courthouse Exterior Restoration

This Construction Services Agreement (the "Agreement") is made and entered into this _____ day of _____, 2024 (the "Effective Date"), by and between **WALKER COUNTY, GEORGIA**, a political subdivision of the State of Georgia, acting by and through its governing authority, the Walker County Board of Commissioners ("County") and _____, a Licensed Contractor with principal office located at _____ ("Contractor"), collectively referred to herein as the "Parties".

WITNESSETH:

WHEREAS, the County desires to retain a contractor to perform services for the exterior restoration of the Walker County Courthouse and

WHEREAS, the County finds that specialized knowledge, skills, and training are necessary to perform the Work (defined below) contemplated under this Agreement; and

WHEREAS, the Contractor has represented that it is qualified by training and experience to perform the Work; and

WHEREAS, Contractor desires to perform the Work under the terms and conditions set forth in this Agreement; and

WHEREAS, the public interest will be served by this Agreement.

NOW THEREFORE, for and in consideration of the mutual promises, the public purposes, and the acknowledgements and agreements contained herein and other good and adequate consideration, the sufficiency of which is hereby acknowledged, the Parties hereto do mutually agree as follows:

Section 1. Contract Documents

This Agreement along with the following documents, attached hereto (except as expressly noted otherwise below) and incorporated herein by reference, constitute the "Contract Documents":

- A. Contractor Cost Estimate and Scope of Work Documents, attached hereto as "**Exhibit A**";
- B. Insurance Certificate(s), attached hereto as "**Exhibit B**";
- C. Any required Performance Bond and/or Payment Bond, attached hereto collectively as "**Exhibits C.1 and C.2**";
- D. Contractor Affidavit, attached hereto as "**Exhibit D**";
- E. Subcontractor Affidavit, attached hereto as "**Exhibit E**";
- F. Additional Payment/Retainage Requirements, attached hereto as "**Exhibit F**";
- G. The following, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Change Orders (defined in Section 6 below), other written amendments, and other documents amending, modifying, or supplementing the Contract Documents if properly adopted in writing and executed by the Parties.



Request for Proposal
Walker County Courthouse Exterior Restoration
Walker County Government

In the event of any discrepancy among the terms of the various Contract Documents, the provision most beneficial to the County, as determined by the County in its sole discretion, shall govern.

Section 2. The Work

A general description of the Project is as follows: exterior restoration of the Walker County Courthouse (the "Project"). The Work to be completed under this Agreement (the "Work") includes, but shall not be limited to, the work described in the Scope of Work provided in "**Exhibit A**", attached hereto and incorporated herein by reference. The Work includes all material, labor, insurance, tools, equipment, machinery, water, heat, utilities, transportation, facilities, services and any other miscellaneous items and work reasonably inferable from the Contract Documents. The term "reasonably inferable" takes into consideration the understanding of the Parties that some details necessary for proper execution and completion of the Work may not be shown on the drawings or included in the specifications or Scope of Work, but they are a requirement of the Work if they are a usual and customary component of the Work or are otherwise necessary for proper and complete installation and operation of the Work. Contractor shall complete the Work in strict accordance with the Contract Documents.

Section 3. Contract Term; Contract Administrator

A. Contract Term. The term of this Agreement ("Term") shall commence on the Effective Date and shall be completed by **December 31, 2024** ("Expected Date of Completion"). Contractor warrants and represents that it will perform its Work in a prompt and timely manner, which shall not impose delays on the progress of the Work. Every effort shall be made by Contractor to shorten this period.

B. Time is of the Essence; Liquidated Damages. Contractor specifically acknowledges that TIME IS OF THE ESSENCE of this Agreement and that County will suffer financial loss if the Work is not completed in accordance with the deadlines specified in Section 3(A) above and within the Contract Documents. The County and Contractor also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the County if the Work is not completed within the specified times. Accordingly, instead of requiring any such proof, the County and Contractor agree that, as liquidated damages for delay (but not as a penalty), the Contractor shall pay to the County **Five hundred and 00/100 Dollars (\$500.00)** for each and every calendar day that expires after a deadline provided in the Contract Documents.

C. Expediting Completion. The Contractor is accountable for completing the Work within the time period provided in the Contract Documents. If, in the judgment of the County, the Work is behind schedule and the rate of placement of work is inadequate to regain scheduled progress to ensure timely completion of the entire Work or a separable portion thereof, the Contractor, when so informed by the County, shall immediately take action to increase the rate of work placement by:

- a. An increase in working forces;
- b. An increase in equipment or tools;
- c. An increase in hours of work or number of shifts;
- d. Expediting delivery of materials; and/or
- e. Other action proposed if acceptable to County.

Within five (5) calendar days after such notice from County that the Work is behind schedule, the Contractor shall notify the County in writing of the specific measures taken and/or planned to increase the rate of progress.



The Contractor shall include an estimate as to the date of scheduled progress recovery. Should the County deem the plan of action inadequate, the Contractor shall take additional steps to make adjustments as necessary to its plan of action until it meets with the County's approval and such approval is provided in writing by the County.

D. Partial Occupancy or Use. The County may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement between the County and Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Work. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the County and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. Immediately prior to such partial occupancy or use, the County, Contractor and Contract Administrator, as defined below, shall jointly inspect the area to be occupied, or portion of the Work to be used, in order to determine and record the condition of the Work. Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

E. Contract Administrator. The Contract Administrator of this Agreement shall be: Michael E. Catlett

Section 4. Termination

- A. For Convenience. The County may terminate this Agreement for convenience at any time upon providing written notice thereof to Contractor at least seven (7) calendar days in advance of the termination date.
- B. For Cause. The Contractor shall have no right to terminate this Agreement prior to completion of the Work, except in the event of County's failure to pay the Contractor within thirty (30) calendar days of Contractor providing the County with notice of a delinquent payment and an opportunity to cure. The County may terminate this Agreement for cause as provided in Section 7 of this Agreement. The County shall give Contractor at least seven (7) calendar days' written notice of its intent to terminate the Agreement for cause and the reasons therefor, and if Contractor, or its Surety, fails to cure the default within that period, the termination shall take place without further notice. The County shall then make alternative arrangements for completion of the Project.
- C. Statutory Termination. In compliance with O.C.G.A. § 36-60-13, this Agreement shall be deemed terminated as provided in Section 3(A) of this Agreement. Further, this Agreement shall terminate immediately and absolutely at such time as appropriated or otherwise unobligated funds are no longer available to satisfy the obligation of the County.
- D. Payment. Provided that no damages are due to the County for Contractor's failure to perform in accordance with this Agreement, and except as otherwise provided herein, the County shall, upon termination for convenience or statutory termination, pay Contractor for Work performed prior to the date of termination in accordance with Section 5 herein. The County shall have no further liability to Contractor for such termination. At its sole discretion, the County may pay Contractor for additional value received as a result of Contractor's efforts, but in no case shall said payment exceed any remaining unpaid portion of the Maximum Contract Price.



If this Agreement is terminated for cause, the County will make no further payment to the Contractor or its Surety until the Project is completed and all costs of completing the Project are paid. If the unpaid balance of the amount due the Contractor, according to this Agreement, exceeds the cost of finishing the Project, County shall provide payment to the Contractor (or its Surety) for services rendered and expenses incurred prior to the termination date, provided that such payment shall not exceed the unpaid balance of the amount otherwise payable under this Agreement minus the cost of completing the Project. If the costs of completing the Project exceed the unpaid balance, the Contractor or its Surety shall pay the difference to the County.

- E. Assumption of Contracts The County reserves the right in termination for cause to take assignment of all contracts between the Contractor and its subcontractors, vendors, and suppliers. The County will promptly notify the Contractor of the contracts the County elects to assume. Upon receipt of such notice, the Contractor shall promptly take all steps necessary to effect such assignment.
- F. Conversion to Termination for Convenience. If the County terminates this Agreement for cause and it is later determined that the County did not have grounds to do so, the termination will be converted to and treated as a termination for convenience.
- G. Requirements Upon Termination. Upon termination, the Contractor shall: (1) promptly discontinue all services, cancel as many outstanding obligations as possible if requested to do so by the County, and not incur any new obligations, unless the County directs otherwise; and (2) promptly deliver to the County all data, drawings, reports, summaries, and such other information and materials as may have been generated or used by the Contractor in performing this Agreement, whether completed or in process, in the form specified by the County.
- H. Reservations of Rights and Remedies. The rights and remedies of the County and the Contractor provided in this Section are in addition to any other rights and remedies provided under this Agreement in law or equity.

Section 5. Contractor's Compensation; Time and Method of Payment

- A. Maximum Contract Price. The total amount paid under this Agreement as compensation for Work performed and reimbursement for costs incurred shall not, in any case, exceed \$ 763,967⁰⁰ (the "Maximum Contract Price"), except as outlined in Section 6 below. The compensation for Work performed shall be based upon the amount specified in "Exhibit A", and Contractor represents that the Maximum Contract Price is sufficient to perform all of the Work set forth in and contemplated by this Agreement.
- B. Additional Payment Requirements. Additional payment requirements are included as "Exhibit F", attached hereto and incorporated herein by reference.
- C. Material Deviations. Any material deviations in tests or inspections performed, or times or locations required to complete such tests or inspections, and like deviations from the Work described in this Agreement shall be clearly communicated to the County *before* charges are incurred and shall be handled through written Change Orders, as described in Section 6 below. Whenever the Contract Administrator considers it necessary or advisable, it shall have authority to require inspection or testing of the Work. However, neither this authority of the Contract Administrator nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Contract Administrator to the Contractor, subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.



Section 6. Change Orders

- A. Change Order Defined. A "Change Order" means a written modification of the Contract Documents, signed by representatives of the County and the Contractor with appropriate authorization.
- B. Right to Order Changes. The County reserves the right to order changes in the Work to be performed under this Agreement by altering, adding to, or deducting from the Work. All such changes shall be incorporated in written Change Orders and executed by the Contractor and the County. Such Change Orders shall specify the changes ordered and any necessary adjustment of compensation and completion time. If the Parties cannot reach an agreement on the terms for performing the changed work within a reasonable time to avoid delay or other unfavorable impacts as determined by the County in its sole discretion, the County shall have the right to determine reasonable terms, and the Contractor shall proceed with the changed work.
- C. Change Order Requirement. Any work added to the scope of this Agreement by a Change Order shall be executed under all the applicable conditions of this Agreement. No claim for additional compensation or extension of time shall be recognized, unless contained in a written Change Order duly executed on behalf of the County and the Contractor.
- D. Authority to Execute Change Order. The Chairperson has authority to execute, without further action of the Walker County Board of Commissioners, any number of Change Orders so long as their total effect does not materially alter the terms of this Agreement or materially increase the Maximum Contract Price, as set forth in Section 5(A) above. Any such Change Orders materially altering the terms of this Agreement, or any Change Order increasing the price by more than Twenty-Five Thousand Dollars (\$25,000.00), must be approved by resolution of the Walker County Board of Commissioners.
- E. Minor Changes in the Work. The Contract Administrator will have the authority to order minor changes in the Work not involving adjustment in the Maximum Contract Price or extension of the Term and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order signed by the Contract Administrator. The Contractor shall carry out such written orders promptly. If the minor changes subsequently may affect adjustments in the Maximum Contract Price or the Term, the changes shall then be converted to a written Change Order by the requesting Party.

Section 7. County Rights; Contractor Default

- A. County Rights Related to the Work.
 - a. *County's Right to Stop the Work.* If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, as required by the Contract Administrator, or persistently fails to carry out Work in accordance with the Contract Documents, the County may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the County to stop the Work shall not give rise to a duty on the part of the County to exercise this right for the benefit of the Contractor or any other person or entity. Such a stoppage of Work shall not extend the Expected Date of Final Completion of the Work.
 - b. *County's Right to Carry Out the Work.* If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven (7) calendar day period after receipt of written notice from the County to commence and/or continue correction of such default or neglect



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with diligence and promptness, the County may, without prejudice to other remedies the County may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including County's expenses and compensation for the Architect/Engineer's and/or Contract Administrator's additional services (if any) made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the County.

- B. Default. For the purposes of this Agreement, Contractor shall be in default if any of the following occur during the Term of this Agreement: (a) a failure to fulfill in a timely and proper manner Contractor's obligations under this Agreement; (b) Contractor violates any of the material provisions, agreements, representations or covenants of this Agreement or any applicable city, state, or federal laws, which do not fall within the force majeure provisions of this Agreement; (c) the Contractor becomes insolvent or unable to pay its debts as they mature, or makes an assignment for the benefit of creditors, or files a bankruptcy petition under the United States Bankruptcy Code; or (d) Contractor is the subject of a judgment or order for payment of money, which judgment or order exceeds \$100,000 and is no longer subject to appeal or, in the opinion of the County, would be fruitless to appeal and where (i) such judgment or order shall continue un-discharged or unpaid for a period of thirty (30) calendar days, (ii) an insurer acceptable to the County has not acknowledged that such judgment or order is fully covered by a relevant policy of insurance, or (iii) the County is otherwise reasonably satisfied that such judgment or order is not likely to be satisfied or complied with within sixty (60) calendar days of its issuance.

In the event of Contractor's default under this Agreement, the County shall send written notice to the Contractor setting forth the specific instances of the default and providing the Contractor with at least seven (7) calendar days to cure or otherwise remedy the default to the reasonable satisfaction of the County. If the default is not remedied during the stated cure period, then the County may, at its election: (a) in writing terminate the Agreement in whole or in part; (b) cure such default itself and charge the Contractor for the costs of curing the default against any sums due or which become due to the Contractor under this Agreement; and/or (c) pursue any other remedy then available, at law or in equity, to the County for such default.

Section 8. Covenants of Contractor

- A. Ethics Code; Conflict of Interest. Contractor agrees that it shall not engage in any activity or conduct that would result in a violation of the Walker County Code of Ethics or any other similar law or regulation. Contractor certifies that to the best of his knowledge no circumstances exist which will cause a conflict of interest in performing the Work. Should Contractor become aware of any circumstances that may cause a conflict of interest during the Term of this Agreement, Contractor shall immediately notify the County. If the County determines that a conflict of interest exists, the County may require that Contractor take action to remedy the conflict of interest or terminate the Agreement without liability. The County shall have the right to recover any fees paid for services rendered by Contractor when such services were performed while a conflict of interest existed, if Contractor had knowledge of the conflict of interest and did not notify the County within five (5) business days of becoming aware of the existence of the conflict of interest.
- B. Expertise of Contractor; County's Reliance on the Work. The Contractor acknowledges and agrees that the County does not undertake to approve or pass upon matters of expertise of the Contractor and that, therefore, the County bears no responsibility for Contractor's Work performed under this Agreement. The County will not, and need not, inquire into adequacy, fitness, suitability or correctness of Contractor's performance. The Contractor acknowledges and agrees that the acceptance or approval of any Work by the County is limited to the function of determining whether there has been compliance with what is required to be produced under this Agreement and



shall not relieve Contractor of the responsibility for adequacy, fitness, suitability, and correctness of Contractor's Work under professional and industry standards.

- C. Contractor's Reliance on Submissions by the County. Contractor must have timely information and input from the County in order to perform the Work required under this Agreement. Contractor is entitled to rely upon information provided by the County, but Contractor shall be required to provide immediate written notice to the County if Contractor knows or reasonably should know that any information provided by the County is erroneous, inconsistent, or otherwise problematic.
- D. Contractor's Representative; Meetings. Jerry McClung or Chuck Graham shall be authorized to act on Contractor's behalf with respect to the Work as Contractor's designated representative. Contractor shall meet with County's personnel or designated representatives to resolve technical or contractual problems that may occur during the term of this Agreement at no additional cost to County.
- E. Independent Contractor. Contractor hereby covenants and declares that it is engaged in an independent business and agrees to perform the Work as an independent contractor. The Contractor agrees to be solely responsible for its own matters relating to the time and place the Work is performed and the method used to perform such Work; the instrumentalities, tools, supplies, and/or materials necessary to complete the Work; hiring and payment of subcontractors, agents, or employees to complete the Work, including compliance with Social Security, withholding, and all other regulations governing such matters. Any provisions of this Agreement that may appear to give the County the right to exercise a measure of control over such services will be deemed to mean that Contractor shall follow the directions of the County with regard to the results of such services only. Inasmuch as the County and the Contractor are independent of each other, neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both Parties hereto. The Contractor agrees not to represent itself as the County's agent for any purpose to any party or to allow any employee of the Contractor to do so, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. The Contractor shall assume full liability for any contracts or agreements the Contractor enters into on behalf of the County without the express knowledge and prior written consent of the County.
- F. Responsibility of Contractor and Indemnification of County. Contractor covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Agreement. Contractor shall bear all losses and damages directly or indirectly resulting to it and/or the County on account of the performance or character of the Work rendered pursuant to this Agreement. Contractor shall defend, indemnify, and hold harmless the County and the County's elected and appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys and volunteers (individually an "Indemnified Party" and collectively "Indemnified Parties") from and against any and all claims, suits, actions, judgments, injuries, damages, losses, costs, expenses and liability of any kind whatsoever, including, but not limited to, attorney's fees and costs of defense ("Liabilities"), which may arise from or be the result of a willful, negligent, or tortious act or omission arising out of the Work, performance of contracted services, or operations by the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor, or anyone for whose acts the Contractor or subcontractor may be liable, regardless of whether or not the negligent act or omission is caused in part by a party indemnified hereunder. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of an Indemnified Party. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision. This obligation to indemnify, defend, and hold harmless the Indemnified Party(ies) shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions or omissions that occurred during the performance of this Agreement.



- G. Insurance. Contractor shall have and maintain in full force and effect for the duration of this Agreement, insurance of the types and amounts approved by the County, as shown on "**Exhibit B**," attached hereto and incorporated herein by reference. Contractor shall also ensure that any subcontractors are covered by insurance policies meeting the requirements specified herein and provide proof of such coverage. As it relates to any general liability, automobile liability or umbrella policies, and except where such requirement is specifically waived in writing by the County, Contractor shall ensure that its insurer waives all rights of subrogation against the County for losses arising from Contractor's Work and that the County and its officials, employees or agents are named as additional insureds.
- H. Assignment of Agreement. The Contractor covenants and agrees not to assign or transfer any interest in, nor delegate any duties of, this Agreement, without the prior express written consent of the County.
- I. Employment of Unauthorized Aliens Prohibited – E-Verify Affidavit. Pursuant to O.C.G.A. § 13-10-91, the County shall not enter into a contract for the physical performance of services unless the Contractor shall provide evidence on County-provided forms, attached hereto as "**Exhibits D and E**", that it and its subcontractors have registered with, are authorized to use and use the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91, and that they will continue to use the federal work authorization program throughout the contract period.

The Contractor hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in "**Exhibit D**", and submitted such affidavit to County. Further, Contractor hereby agrees to comply with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02.

In the event the Contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the Contractor agrees to secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit, the form of which is attached hereto as "**Exhibit E**", which subcontractor affidavit shall become part of the contractor/subcontractor agreement. If a subcontractor affidavit is obtained, Contractor agrees to provide a completed copy to the County within five (5) business days of receipt from any subcontractor. The Contractor and Contractor's subcontractors shall retain all documents and records of their respective verification process for a period of five (5) years following completion of the contract.

Contractor agrees that the employee-number category designated below is applicable to the Contractor. [Information only required if a contractor affidavit is required pursuant to O.C.G.A. § 13-10-91.]

_____	500 or more employees.
_____	100 or more employees.
xx _____	Fewer than 100 employees.

Contractor hereby agrees that, in the event Contractor employs or contracts with any subcontractor(s) in connection with this Agreement and where the subcontractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the Contractor will secure from the subcontractor(s) such subcontractor(s)' indication of the above employee-number category that is applicable to the subcontractor. The above requirements shall be in addition to the requirements of State and federal law and shall be construed to be in conformity with those laws.



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- J. Confidentiality. Contractor acknowledges that it may receive confidential information of the County and subcontractors, contractors, and/or staff to likewise protect such confidential information.
- K. Licenses, Certifications and Permits. Contractor covenants and declares that it has obtained all diplomas, certificates, licenses, permits, or the like required of the Contractor by any and all national, state, regional, county or local boards, agencies, commissions, committees or other regulatory bodies in order to perform the Work. The Contractor shall secure and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work.
- L. Authority to Contract. The individual executing this Agreement on behalf of Contractor covenants and declares that it has obtained all necessary approvals of its board of directors, stockholders, general partners, limited partners, or similar authorities to simultaneously execute and bind Contractor to the terms of this Agreement, if applicable.
- M. Ownership of Work. All reports, designs, plans, specifications, schedules, work product, and other materials, including those in electronic form, prepared or in the process of being prepared for the Work to be performed by the Contractor ("Materials") shall be the property of the County, and the County shall be entitled to full access and copies of all Materials in the form prescribed by the County. Any and all copyrightable subject matter in all Materials is hereby assigned to the County, and the Contractor agrees to execute any additional documents that may be necessary to evidence such assignment.
- N. Nondiscrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the Contractor agrees that, during performance of this Agreement, Contractor, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, Contractor agrees to comply with all applicable implementing regulations and shall include the provisions of this paragraph in every subcontract for services contemplated under this Agreement.
- Final Project Documents: Warranty
- Section 9.
- Prior to final payment, Contractor shall deliver to County copies of any as-built drawings, operations, and maintenance manuals, and any other pertinent documents relating to the construction and operation of the Work that is not otherwise in the possession of the County. Contractor shall repair or replace all defects in materials, equipment, or workmanship appearing within one (1) year from the date of completion at no additional cost to the County.
- Miscellaneous
- Section 10.
- A. Complete Agreement. This Agreement, including all of the Contract Documents, constitutes the complete agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. No other agreement, statement, or promise relating to the subject matter of this Agreement not contained in this Agreement or the Contract Documents shall be valid or binding. This Agreement may be modified or amended only by a written document signed by representatives of both Parties with appropriate authorization.



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

Masonry Specialist Corporation
P.O. Box 91496
Chattanooga, TN 37412

NOTICE TO COUNTY shall be sent to:

NOTICE TO CONTRACTOR shall be sent to:

herewith:

All other notices, requests, demands, writings, or correspondence, as required by this Agreement, shall be in writing and shall be deemed received, and shall be effective, when (1) personally delivered, or (2) on the third calendar day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent via national overnight commercial carrier to the Party at the addresses given below, or at a substitute address previously furnished to the other Party by written notice in accordance

(2) Official Notices.

All communications relating to the day-to-day activities of the Work shall be exchanged between Jerry Woody for the County and Jerry McClung and Chase Wright, for the Contractor.

(1) Communications Relating to Day-to-Day Activities.

F. Notices.

E. Business License. During the Term of this Agreement, Contractor shall maintain a business license with the County, unless Contractor provides evidence that no such license is required. Contractor agrees that it will perform its services in accordance with the usual and customary standards of the Contractor's profession or business and in compliance with all applicable federal, state, and local laws, regulations, codes, ordinances, or orders applicable to the Project, including, but not limited to, O.C.G.A. § 50-5-63, any applicable records retention requirements, and Georgia's Open Records Act (O.C.G.A. § 50-18-70, et seq.).

D. Invalidity of Provisions; Severability. Should any article(s) or section(s) of this Agreement, or any part thereof, later be deemed illegal, invalid or unenforceable by a court of competent jurisdiction, the offending portion of the Agreement should be severed, and the remainder of this Agreement shall remain in full force and effect to the extent possible as if this Agreement had been executed with the invalid portion hereof eliminated, it being the intention of the Parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions that may for any reason be hereafter declared invalid.

C. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

B. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia without regard to choice of law principles. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes and laws of the State of Georgia will control. Any action or suit related to this Agreement shall be brought in the Superior Court of Walker County, Georgia and Contractor submits to the jurisdiction and venue of such court.



- G. Waiver of Agreement.** No failure by the County to enforce any right or power granted under this Agreement, or to insist upon strict compliance by Contractor with this Agreement, and no custom or practice of the County at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect the County's right to demand exact and strict compliance by Contractor with the terms and conditions of this Agreement. Further, no express waiver shall affect any term or condition other than the one specified in such waiver, and that one only for the time and manner specifically stated.
- H. Survival.** All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, confidentiality obligations, warranties, and insurance maintenance requirements.
- I. Sovereign Immunity.** Nothing contained in this Agreement shall be construed to be a waiver of the County's sovereign immunity or any individual's qualified good faith or official immunities.
- J. No Personal Liability.** Nothing herein shall be construed as creating any individual or personal liability on the part of any of County's elected or appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys or volunteers. No such individual shall be personally liable to the Contractor or any successor in interest in the event of any default or breach by the County or for any amount which may become due to the Contractor or successor or on any obligation under the terms of this Agreement. Likewise, Contractor's performance of services under this Agreement shall not subject Contractor's individual employees, officers, or directors to any personal liability, except where Contractor is a sole proprietor. The Parties agree that their sole and exclusive remedy, claim, demand, or suit shall be directed and/or asserted only against Contractor or the County, respectively, and not against any elected or appointed official, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys and volunteers.
- K. Force Majeure.** Neither the County nor Contractor shall be liable for their respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of their respective duties or obligations under this Agreement or for any delay in such performance due to: (i) any cause beyond their respective reasonable control; (ii) any act of God; (iii) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (iv) earthquake, fire, explosion, or flood; (v) strike or labor dispute, excluding strikes or labor disputes by employees and/or agents of Contractor; (vi) delay or failure to act by any governmental or military authority; or (vii) any war, hostility, sabotage, civil disturbance, riot, insurrection, or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts, and all other obligations shall remain intact.
- L. Headings.** All headings herein are intended for convenience and ease of reference purposes only and in no way define, limit, or describe the scope or intent thereof, or of this Agreement, or in any way affect this Agreement.
- M. No Third Party Rights.** This Agreement shall be exclusively for the benefit of the Parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action or other right.
- N. Successors and Assigns.** Subject to the provision of this Agreement regarding assignment, each Party binds itself, its partners, successors, assigns, and legal representatives to the other Party hereto, its partners, successors, assigns, and legal representatives with respect to all covenants, agreements, and obligations contained in the Contract Documents.

O. Agreement Construction and Interpretation. Contractor represents that it has reviewed and become familiar with this Agreement. The Parties hereto agree that, if an ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of the Agreement. In the interest of brevity, the Contract Documents may omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

CONTRACTOR:

Wade C. Clark

[CORPORATE SEAL]

Attest/Witness:

Signature: Tracy Books
Print Name: Tracy Books
Title: Administrative Assistant

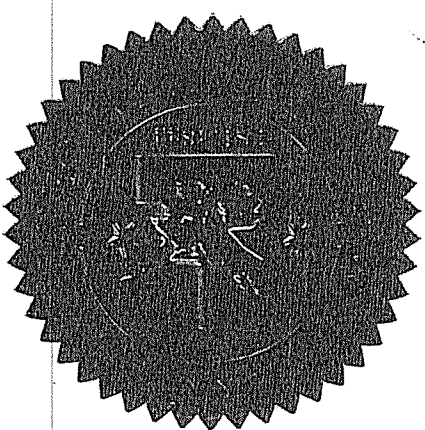
WALKER COUNTY, GEORGIA

By: Shannon Whitfield, Chairman

[COUNTY SEAL]

Attest:

Victoria Shannon
County Clerk



“EXHIBIT D”

CONTRACTOR AFFIDAVIT AND AGREEMENT

STATE OF GEORGIA
COUNTY OF WALKER

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of Walker County has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period, and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b).

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

446017
Federal Work Authorization User Identification
Number

09/06/11
Date of Authorization

Masonry Specialist Corp.
Name of Contractor

Courthouse Improvement Project
Name of Project

Walker County, Georgia
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

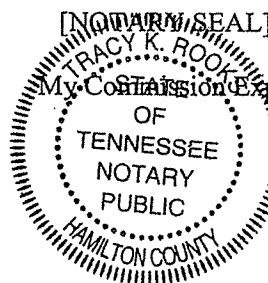
Executed on MAY 1ST, 2024 in
East Ridge (city), TN (state).

[Signature]
Signature of Authorized Officer or Agent

Michael E. Catlett
Printed Name and Title of Authorized Officer or
Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 2ND DAY OF MAY,
2024.

[Signature]
Notary Public



Request for Proposal
Walker County Courthouse Exterior Restoration
Walker County Government

“EXHIBIT A”

CONTRACTOR’S QUOTE / SCOPE OF WORK

Exterior Building Restoration:

\$ 367,474.00

- A. Provide all lift or scaffolding require to access work areas
- B. Remove existing failed joint sealants at terracotta joints
- C. Prep joints with mechanical hand tools
- D. Install all necessary backer rods or bond breaker tapes
- E. Furnish and install Dow silicone or high-grade paintable sealant
- F. Pressure wash exterior brick surfaces to remove all contaminants. Also includes pressure washing the concrete sidewalks surrounding the courthouse building to the north, south and west.
- G. Apply water repellent coating
- H. Remove approximately 1,000 sq. ft. of “pink” coating that was applied to the brick
- I. Wrought iron fence repaired and painted
- J. Location under the front stair landing needs to be cleaned, then layered solid with concrete brick units to give a complete shore up of the stair landing. The side is also to be coated with stucco in a color to match the brick wall.

Tuck Pointing:

\$ 260,886.00

- A. After evaluating the exterior brick veneer, include a budget for tuck pointing based on 30% of the brick surface area
- B. Remove all mortar using hand tools and diamond blade grinders
- C. Match existing mortar and joint tooling as close as possible
- D. Furnish and install new mortar
- E. Mock up included in pricing

Pedestrian Traffic Coating (front entrance concrete stoop / top of stairs):

\$ 13,547.00

- A. Clean concrete and repair any cracks and spalls
- B. Install Tremco Dymonic 100 joint sealant at all joints, cracks and transitions
- C. Apply two coats of Tremco Epoxy Primer
- D. Apply Tremco Vulkem 350/351 pedestrian traffic coating system with non-slip finish (includes standard colors)

Overhead Spall Repairs (one location – under front landing):

\$ 11,969.00

- A. At spalled ceiling location, chip away all loose deteriorated concrete at exposed rebar and take to sound concrete
- B. Chip around exposed rebar and grind rebar to clean bright new metal using sand blast or hand tools
- C. Apply Sika Armatec 110 or equal to rebar
- D. Apply Sika VOH per manufacturers written instructions
- E. Patch one location of existing Terracotta using fractured piece that is currently onsite

Retaining Wall Repairs:

\$ 20,256.00

- A. Clean and reuse existing bricks



Request for Proposal
Walker County Courthouse Exterior Restoration
Walker County Government

- B. Colored mortar to match
- C. New brick to match as close as possible
- D. Cleaning of reworked area
- E. Caulking of one control joint

Brick Angles (repair all brick angles, including, but not limited to the following): **\$ 7,836.00**

- A. Replace metal window angles
- B. Door brick angle, rear of the building, double doors
- C. 3 rear window brick angles, bottom floor
- D. Explain process/method of replacement planned to be used:
Quoted (1) window replacement per response to question #13. Demo bricks around steel lintel, cut existing deteriorating steel lintel back to solid metal, or a minimum of 4" to recieve new steel lintel. Install new masonry to match existing.

ADA Ramp: **\$ 69,467.00**

- A. Following ADA Ramp Improvements spec (ID 653693)

Main Entrance Front Step Repair (stairs and front entry at the top of the stairs): **\$ 12,534.00**

- A. Patch and repair with an epoxy grout
- B. Coat stairs and entry with a non-slip system epoxy



Meet the candidates for Walker County Board of Commissioners District 3

By Tamara Wolk
TWolk@CatoosaNews.com

Three candidates, all Republicans, are running for the District 3 seat on the Walker County Board of Commissioners: incumbent Brian Hart, Melvin Von Moody and Courtney Johnson.

(Editor's note: Candidate Courtney Johnson did not return a questionnaire.)

BRIAN HART (INCUMBENT)

Political party: Republican
Personal: My family moved to Walker County in 1978 when my father retired from the military. I attended LaFayette Middle School and LaFayette High School, graduating in 1985. I am married to Patty Hart, who works for GA Northwestern as a Director of Economic Development. We have two adult sons, Ky and Brady.

Work history: I served in the United States Army Reserve for 30+ years and retired as a Command Sergeant Major in 2015. All my time with the Military was with the CORPS of Engineers. I was deployed during Operation Desert Storm, Operation Iraqi Freedom I and Operation Iraqi Freedom III.

In conjunction with my Military Career, I also worked for the City of Dalton, Whitfield County, for 30 years. I worked there as a Building Inspector and Construction Superintendent. The bulk of my time there was spent working with new building construction, road construction, storm water proj-

ects, and Sub-Title D Landfill construction/operation.

I currently own and operate a Cattle Farm in Villanow where we farm about 230 acres raising feeder cattle and hay.

Political history: 2020-Present, Walker County Commissioner/District 3; 2017-Present, Appointed County Supervisor for the Coosa River Soil and Water Conservation District

Volunteer work, associations, etc.: Board Member/Vice President, Walker County Farm Bureau; Board Member, Limestone Valley R, C & D; Member, Tri-State Cattlemen's Association; Member, Walker County Young Farmers; Member, American Legion Post 339; Member, LaFayette First United Methodist Church

One or two living elected officials within the state of Georgia whom you admire: Mike Cameron: Since being elected, Mike has been a true servant for our area serving as our District 1 Representative. He is always willing to assist with any issues we have and is truly grateful to serve. Governor Brian Kemp: He always stands firm in the decisions that he makes and appears to be truly concerned for the future of our state.

Why are you the best choice for the office you seek? I feel that my experiences in the military and my 30 years of work with a neighboring county truly helps me make the best decisions for Walker County. The first 4 years of our Board of Commis-

sioners form of government have been challenging, but I strongly feel that we have moved the county forward in a positive direction.

We have made great strides in decreasing our county debt and should have this resolved this year.

We have made significant improvements to our infrastructure in the past four years and have much more in motion to be completed in the near future.

Over the last four years, the BOC has worked hard to improve employee wages and benefit packages. Our employees are very important to us, and we must continue to ensure that we are doing all that we can to make Walker County Government a great place to work.

Contact info: Facebook: www.facebook.com/brianhart67; Phone: 706-397-8006; Email: brianhart@windstream.net

MELVIN VON MOODY

Political party: Republican

Personal: I've been married to my wife Erica for 23 years and we have been together for 29 years (we met in 6th grade and have been together since). I have two boys, Austin who is 16 and graduates from LaFayette High School this year and is the current band cap-



Brian Hart



Melvin Von Moody

tain, and Aiden, who is 15 and just got his learner permit. My wife Erica home schools Aiden and has been doing so for about six years now. We moved to LaFayette in February of 2020 and purchased a small farm in town with the hopes of retiring here. Most of our lives were spent in the North Georgia area, primarily in Rome and Cartersville. Both of my parents have passed away: My father, Von Moody (45), who lived in Tullahoma, Tennessee, at the time of his passing, and my mother, S Parker (63), who lived in hometown of Brewton, Alabama, which is where she and my father met.

Work history: Aiden is Manager for PepsiCo with three facilities (Rome, Ga. and Chattanooga). I've been with PepsiCo since 2008 and started as a frontline employee as a fill-in route driver. My current role is responsible for the full operations for three facilities, which include 250 employees, 2,000+ customers, and the P&L for each location.

Volunteer work, associations, etc.: Erica, Austin and Aiden volunteer at the Care Mission in LaFayette as they can. With PepsiCo, our locations support the Children's Advocacy Center in Chattanooga, Tennessee, and other local organizations within the community. We

currently attend the Cowboy Church in LaFayette.

Why are you the best choice for the office you seek? I'm running for office for one reason — for the people. I believe in business, which comes down to two things — doing what's right for the business, and more importantly, doing what's right for the people.

Everything else will fall into place as long as you're committed to these two principles. I will actively listen to the citizens and not ignore them or their concerns. I will be accessible, with an open line of communication and be honest with people even if it means a unpopular answer.

am not afraid to speak up and stand up for what's right for the citizens of Walker County.

I believe in budgeting with-in what is available and re-arranging where you can, without having to add extra tax to pay for certain things. I will bring all of this, honesty and transparency, to the board of commissioners.

Contact info: Email: melvin.moody@outlook.com; Phone: 423-668-7073; Facebook: www.facebook.com/melvinvonmoody; Website: <https://melvinmoodyforwalkercountydist.godaddydbsites.com>

Tamara Wolk is a reporter for The Catoosa County News in Ringgold, Ga., and Walker County Messenger in LaFayette, Ga.

Request for Proposals: Courthouse Renovations

Walker County Government is soliciting proposals (RFP) from qualified contractors to provide exterior restoration and ADA accessibility to the Walker County Courthouse in LaFayette, Georgia.

Specifications for this RFP are available to download on the Walker County Government website (walkercountygga.gov) under the Public Notice section or at the Walker County Board of Commissioner's Office (101 S. Duke Street, LaFayette, GA) during regular business hours.

Sealed proposals will be accepted until 2:45 p.m. on Friday, May 17, 2024 at the Walker County Board of Commissioner's Office. Proposals will be opened at 3:00 p.m. on the same date. Walker County reserves the right to reject any and all RFP submissions.

MARK YOUR CALENDAR

WEDNESDAY, APRIL 17

The Chickamauga Public Library board of trustees will meet April 17, at 4:30 p.m. at the Chickamauga Public Library Jewell Meeting Room. General public: To receive an invitation to attend this meeting via Google Meet, send an email to leubanks@chrl.org.

SATURDAY, APRIL 20

Walker County residents will have the opportunity this month to participate in a community clean-up effort in advance of Earth Day, as the county's popular Retire Your Tires Amnesty Day event returns. On April 20, the county will accept tires free of charge from 8 a.m. to 3 p.m. at the county landfill at 5120 N. Marble Top Road in Chickamauga and at the Rossville Public Works building at 200 Ellis Road in Rossville. Car and light truck tires with wheel sizes 20-inches or smaller will be accepted during Retire Your Tires Amnesty Day, as well as ATV tires. Tires must be dismounted from wheels. In addition, they must be dry and free of mud and debris. Tires with rims and large truck, tractor or heavy equipment tires are not eligible for amnesty. Landfill staff reserve the right to refuse any tires. Retire Your Tires Amnesty Day is only for residents, not for commercial businesses. Proof of residency, such as a driver's license or current utility bill, will be re-

quired to dispose of tires free of charge during the amnesty event. Those participating will also be required to unload their own tires and adhere to a limit of 16 tires per vehicle.

Protect your family from rabies. Bring your dog and cat to one of the Walker County rabies clinics and have it vaccinated. Cost \$15 (cash only). Saturday, April 20: 1:00-2:30, Gordon Lee High School; 3:00-4:30, Chattanooga Valley Elementary; 5:00-6:00, Rossville Elementary. Saturday, April 27: 1:00-2:30, Gilbert Elementary; 3:00-4:30, Rock Spring Elementary; 5:00-6:00, Naomi Elementary. Sponsored by Walker County Extension/4-H and Cornerstone Veterinary Services.

SUNDAY, APRIL 21

A tent revival is being held at 129 Christian Road in Ringgold at 7 p.m. each night from through April 21.

MONDAY, APRIL 22

The LaFayette-Walker County Public Library board of trustees will meet April 22 at 4 p.m. in the Wardlaw-Bible Meeting Room of the LaFayette-Walker County Library. General public: To receive an invitation to attend this meeting via Google Meet, send an email to leubanks@chrl.org.

TUESDAY, APRIL 23

The Rossville Public Li-

brary board of trustees will meet April 23, at 4:30 p.m. in the Bowers Meeting Room of the Rossville Public Library. General public: To receive an invitation to attend this meeting via Google Meet, send an email to leubanks@chrl.org.

Hamilton Medical Center will host its "For Her" women's event on April 23, from 5-8 p.m. at the Dalton Convention Center. Registration is now open. At 5 p.m., there will be women's health and disease prevention provider panel discussion with opportunities for attendees to ask questions. Participating providers will include: At-eet Patel, MBA, MD, FACC, board-certified interventional and structural cardiologist; Jaime Pesl, DNP, APRN, AOC-NP, board-certified oncology advanced nurse practitioner; and Sergio F. Quijano, MD, board-certified gastroenterologist. Those who attend the provider panel will have priority entry to the exhibit hall. The exhibit hall will open at 6 p.m. and will include free health screenings, mini-massages, acupuncture, food, health and wellness vendors, giveaways and door prizes. All activities, services and giveaways will be available while supplies last and time permits. Those who registered and attend the event will receive a free gift. If you would like to attend this event and need assistance with interpretation

services and/or auxiliary needs, please indicate when registering. To register, visit HamiltonHealth.com/ForHer or call 706-272-6114.

ABBINGTON at LINWOOD APARTMENTS

10 Probasco Street
LaFayette, GA 30728

MONDAY THROUGH FRIDAY, 8AM-4:30 PM

FOR MORE INFORMATION, CALL (706) 944-3639

1, 2, & 3 - BEDROOM APARTMENTS

UNIT AMENITIES INCLUDE:

- FULLY FURNISHED KITCHEN
- WASHER/DRYER CONNECTIONS
- CEILING FANS
- WALK-IN CLOSETS

COMMUNITY AMENITIES INCLUDE:

- COMMUNITY ROOM WITH EQUIPPED COMPUTER CENTER
- FITNESS CENTER
- CENTRAL LAUNDRY FACILITY
- PICNIC AREA
- PLAYGROUND

*The Fair Housing Act prohibits discrimination in real estate related transactions, or in the terms of conditional of such a transaction, race, color, religion, sex, disability, familial status, or national origin. The Federal agency that is responsible for enforcing this law is the U. S. Department of Housing and Urban Development. If a person believes that they have been discriminated against in violation of this law, they should contact the U. S. Department of Housing and Urban Development, Washington, DC 20410 or call (800) 669-8777.



ACCESSIBLE UNITS
TTY RELAY # 711
REASONABLE ACCOMMODATIONS
CERTAIN INCOME RESTRICTIONS APPLY



NOTICE OF A GEORGIA RECREATIONAL TRAILS PROGRAM APPLICATION

Public notice is hereby given that Walker County Government (WCG) has been invited to submit a formal application for a project under the Georgia Recreational Trails Program. Walker County is applying for a \$200,000 grant to remediate "Walker Rocks Trail" at the new Walker Rocks Park on the Civic Center Campus, 10052 Highway 27 in Rock Spring.

WCG proposes to replace the existing gravel surface with a bonded rubber surface, as well as add signage along the trail to highlight local outdoor experiences.

Public comment on this proposal can be sent to j.legge@walkerga.us, but must be received by May 1, 2024.



PERSONAL GRADUATE ADS

Congratulations CLASS OF 2024

For the Proud Mom & Dad, Family and Friends

Show your family and friends how proud you are of your graduate. Or spotlight their athletic, academic or extra-curricular achievements.

Send us a photo/message/payment prior to: Friday, May 3rd by 3:00 PM to run in the Wednesday, May 22nd Graduation Section!

WALKER COUNTY NEWS

2x3 - B/W \$26 • Full Color \$31

2x5 - B/W \$40 • Full Color \$55

3x5 - B/W \$60 • Full Color \$75

For More Information Call
Brad Easterwood at 706-290-5300

Walker County Messenger

Call today to honor your special graduate!



Walker County Planning Office
Rezoning, Conditional Use Variance & Variance Application

☒ Rezoning ☐ Conditional Use Variance ☐ Variance

E-MAILED
APR 4 2024

Current Zoning:	Requested Change:	
R-2	Rezoning back to Commercial (C-1)	
Map & Parcel	Date:	Fee:
03281 011		300.00

Applicant/Owner & Phone: Wendell Allan Barnes II

Street Name & Number: 7001 N. Highway 27

Mailing Address:

City, State, Zip Code: Rock Spring, GA

Request: Rezoning back to Commercial Property.

PLANNING COMMISSION RECOMMENDATION:

5-16-2024 ☐ APPROVED AS SUBMITTED
☒ APPROVED WITH CONDITIONS
☐ TABLED
☐ DENIAL

The Planning Commission approved with the conditions that the existing vegetative buffer remain against any residential property lines

BOARD OF COMMISSIONERS FINAL DECISION:

[Signature] ☐ APPROVED AS SUBMITTED
☒ APPROVED WITH CONDITIONS
☐ TABLED
☐ DENIAL

5-23-2024

The following disclosure is required of the applicant(s) by Section 36-67A of O.C.G.A. The following is for disclosure purposes only and does not disqualify the petition.

Within the past two years, have you made either campaign contributions totaling \$250.00 or more and/or given gifts having value of \$250.00 or more to a local government official who will be responsible for making a recommendation or decision on the application? YES ☐ NO ☒ If YES, then on a separate page, please furnish the following information;

- The name of the local government official(s) to whom cash contribution or gift was made.
- The total dollar amount(s) of each campaign made by the applicant to each local official during the two years immediately preceding the filing of the application.
- An enumeration and description of each gift having value of \$250.00 or more made by the applicant to each local government official within the past two years.

Signature of Applicant/Owner:

Wendell A Barnes II
APPLICANT/OWNER

4/4/24
DATE

E-MAILED
APR 4 2024

WALKER COUNTY
PLANNING & DEVELOPMENT
AGENDA ITEM

Owner: Wendell Allan Barnes II

Petitioner: same

Location of Property: 7001 N. Hwy 27
Rock Spring, GA. 30739

Tax map & parcel number 0-328-1-011

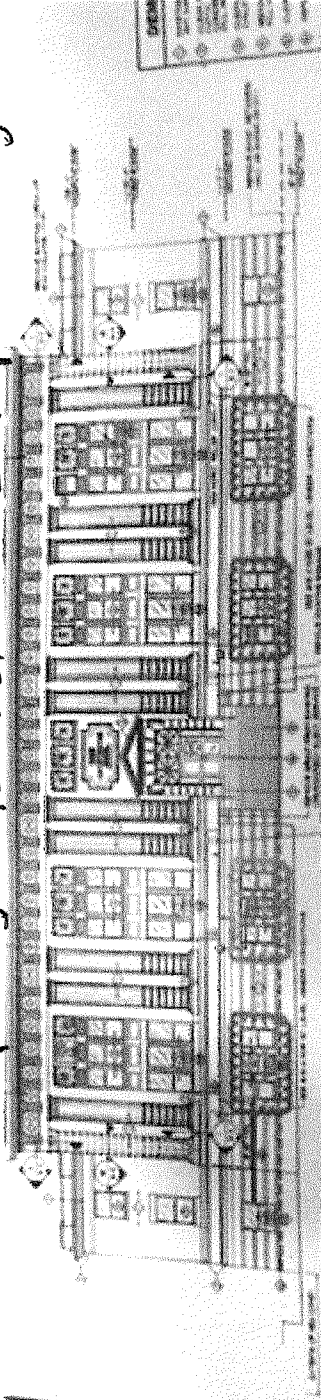
	PC Meeting Date:	5/16/2024
	Present Zoning:	R-2 (Residential)
APPLICANT'S INTENT:	Requesting a rezone to change from R-2 to C-1	
DETAILS OF REQUEST:	Same as above	

Projected Area:

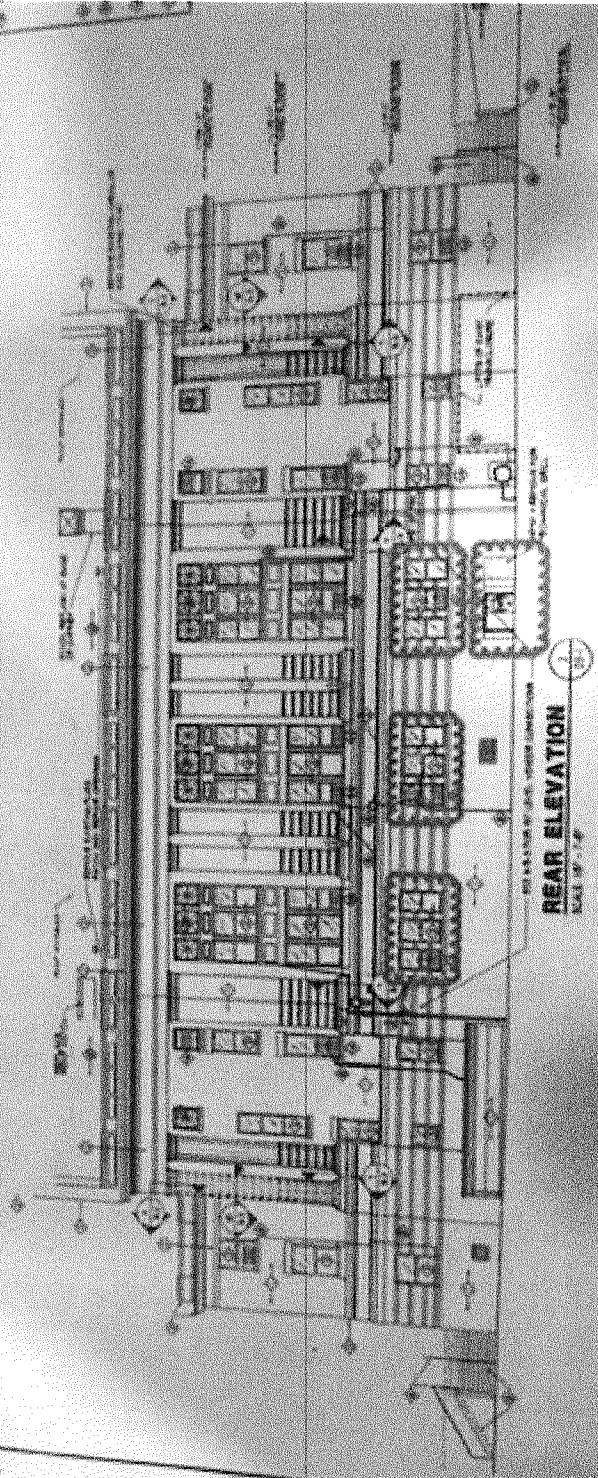
7001 N. Hwy 27
06/15/21
7001 N. Hwy 27
7056-21



Metro Waterproofing Total of 8 at 27k per Brick Angle



100% Lintel replacements included in our quote are circled in green.



Scope of Work		Metro Waterproofing	Buckeye Construction	Masonry Specialists Corporation
Exterior Building Restoration		\$320,000.00	\$804,267.00	\$367,474.00
Tuck Pointing		\$167,000.00	\$106,725.00	\$260,886.00
Pedestrian Traffic Coating		\$14,250.00	\$7,497.00	\$13,547.00
Overhead Spall Repairs		\$15,000.00	\$15,804.00	\$11,969.00
Retaining Wall Repairs		\$34,000.00	\$19,204.00	\$20,256.00
Brick Angles		\$217,000.00	\$114,396.00	\$7,836.00
ADA Ramp		\$177,555.00	\$156,915.00	\$69,467.00
Main Entrance Front Step Repair		\$9,570.00	\$12,783.00	\$12,534.00
TOTAL:		\$955,510.00	\$1,437,588.00	\$763,969.00



Walker County Planning Office
Rezoning, Conditional Use Variance & Variance Application

☒ Rezoning ☐ Conditional Use Variance ☐ Variance

Current Zoning:	Requested Change:	
I	C	
Map & Parcel	Date:	Fee:
0-136-017A	4-12-2024	\$300.00

Applicant/Owner & Phone: Happy Valley B.C., LLC - Hamilton Brock
Street Name & Number: 0 Happy Valley Rd.
Mailing Address: 1428 Sinclair Ave
City, State, Zip Code: Chattanooga TN 37408
Request: Change from Ind. zoning to Commercial

PLANNING COMMISSION RECOMMENDATION:

5-16-2024 ☒ APPROVED AS SUBMITTED
☐ APPROVED WITH CONDITIONS
☐ TABLED
☐ DENIAL

BOARD OF COMMISSIONERS FINAL DECISION:

Shawn Klueh ☒ APPROVED AS SUBMITTED 5-23-2024
☐ APPROVED WITH CONDITIONS
☐ TABLED
☐ DENIAL

The following disclosure is required of the applicant(s) by Section 36-67A of O.C.G.A. The following is for disclosure purposes only and does not disqualify the petition.

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- C) An enumeration and description of each gift having value of \$250.00 or more made by the applicant to each local government official within the past two years.

Signature of Applicant/Owner:

Hamilton M. Swoel 4/12/24
APPLICANT/OWNER DATE

**WALKER COUNTY
PLANNING & DEVELOPMENT
AGENDA ITEM**

Owner: Happy Valley B.C. LLC

Petitioner: **Hamilton Brock**

Location of Property: 0 Happy Valley Road
Rossville, GA. 30741

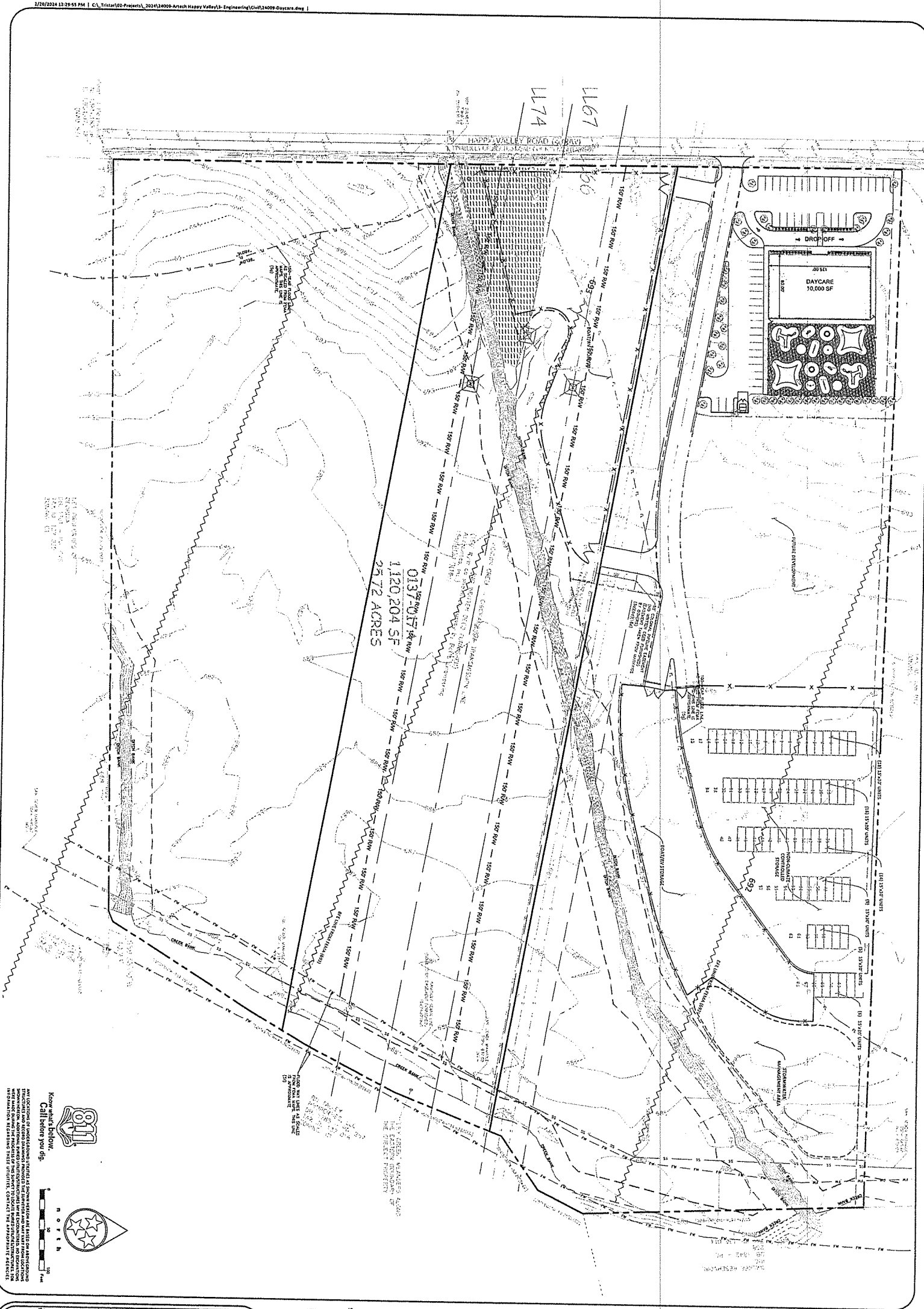
Tax map & parcel number 0-136-017A

	PC Meeting Date:	5/16/2024
	Present Zoning:	I (Industrial)
APPLICANT'S INTENT:	Requesting a rezone to change from I to C-1	
DETAILS OF REQUEST:	Same as above	

Q11 Property to the South & East are CI

Projected Area:





**Know what's below.
Call before you dig**



CO.1

CONCEPTUAL MASTER PLAN

**PRELIMINARY
FOR
REVIEW ONLY**

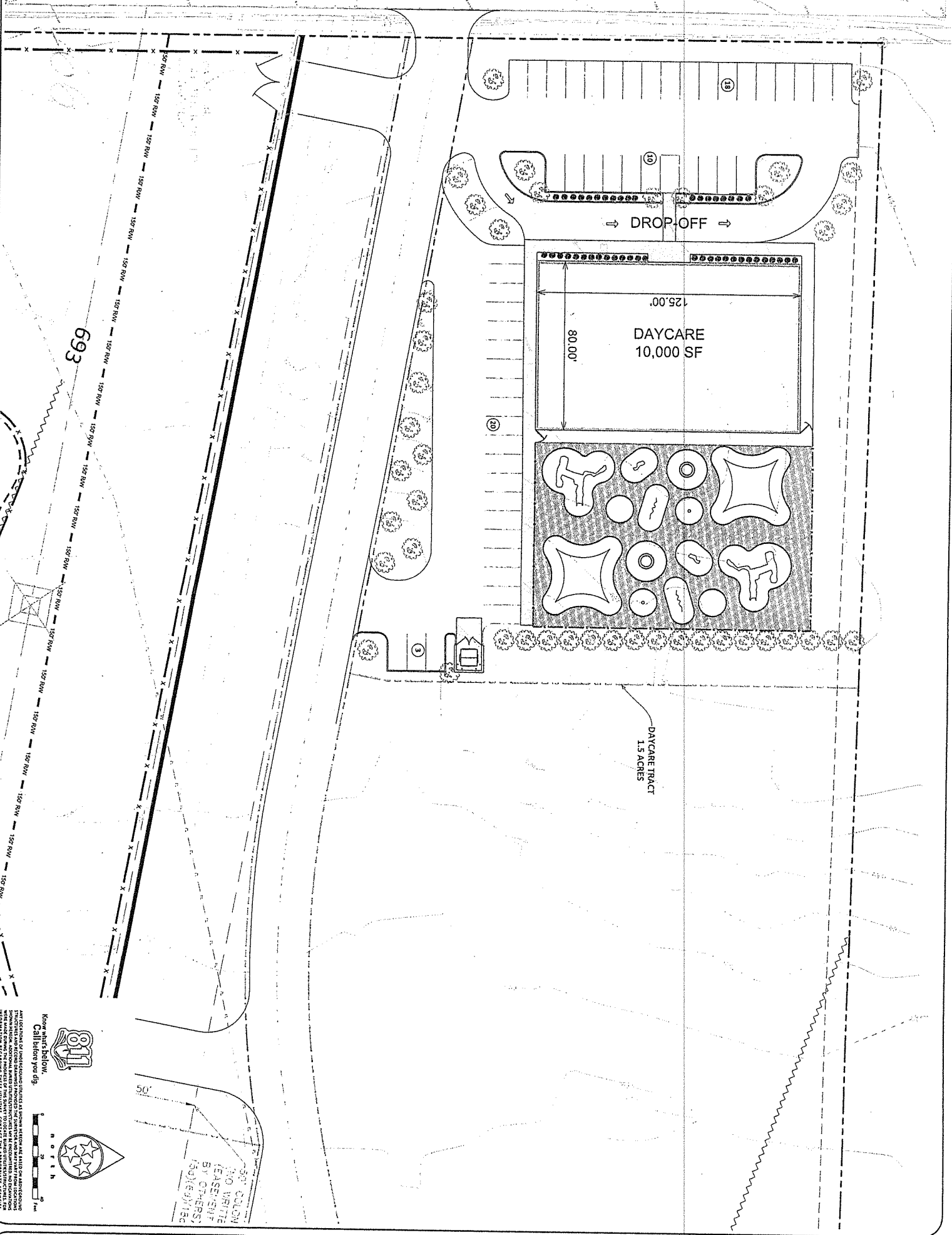


PO BOX 146, SIGNAL MOUNTAIN, TN 37377
MICAH@TRISTAREENGINEERINGLLC.COM
423.667.9735

HAPPY VALLEY RD DEVELOPMENT
FOR
ARTECH ARCHITECTURE & INTERIORS

WALKER COUNTY, GA

R/W)
MAINTAINED)



Know what's below.
Call before you dig.



CONCEPTUAL DAYCARE PLAN	
SHEET NO. CO.2	
DATE	3/26/2024
DESIGNED BY	MEG
DRAWN BY	MEG
CHECKED BY	MEG
TITLE	MEG

PRELIMINARY
FOR
REVIEW ONLY

tristar
engineering, llc

PO BOX 146, SIGNAL MOUNTAIN, TN 37377
MICAH@TRISTARENGINEERINGLLC.COM
423.667.9735

HAPPY VALLEY RD DEVELOPMENT
FOR
ARTECH ARCHITECTURE & INTERIORS
WALKER COUNTY, GA



Walker County Planning Office
Rezoning, Conditional Use Variance & Variance Application

☒ Rezoning ☐ Conditional Use Variance ☐ Variance

Current Zoning:	Requested Change:	
C-1	R-2	
Map & Parcel	Date:	Fee:
03224 002	4/15/24	\$75.00

Applicant/Owner & Phone: Daniel Beyer (423-364-2446) Ralph Lemay (706-764-7076)

Street Name & Number: 3450 Highway N 27

Mailing Address: 3450 N Highway 27

City, State, Zip Code: LaFayette GA 30728

Request: Please change from Commercial to Residential as there was a restaurant on this property years ago, has since been torn down, only 3 sides brick left will be torn down soon

PLANNING COMMISSION RECOMMENDATION:

5-16-2024

☒ APPROVED AS SUBMITTED

☐ APPROVED WITH CONDITIONS

☐ TABLED

☐ DENIAL

BOARD OF COMMISSIONERS FINAL DECISION:

Thomas D. Gardner

☒ APPROVED AS SUBMITTED

5-23-2024

☐ APPROVED WITH CONDITIONS

☐ TABLED

☐ DENIAL

The following disclosure is required of the applicant(s) by Section 36-67A of O.C.G.A. The following is for disclosure purposes only and does not disqualify the petition.

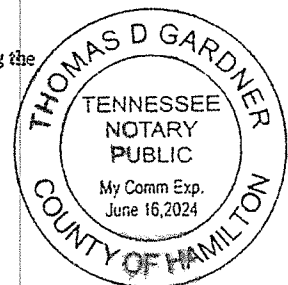
Within the past two years, have you made either campaign contributions totaling \$250.00 or more and/or given gifts having value of \$250.00 or more to a local government official who will be responsible for making a recommendation or decision on the application? YES ☐ NO ☒ YES, then on a separate page, please furnish the following information:

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- An enumeration and description of each gift having value of \$250.00 or more made by the applicant to each local government official within the past two years.

Signature of Applicant/Owner:

My Commission Expires June 16, 2024

Ralph Paul Lemay 4/15/24



**WALKER COUNTY BOARD OF COMMISSIONER
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 May 23, 2024.

2.

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

3.

In my capacity as Commission Chairman, I preside over the executive session. The executive session was called to order at 7:38 p.m. The following Commissioners were present: Blakenmore, Askew, Hart, and Stultz

Also in attendance: County Attorney Gottlieb

4.

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

SkwX **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);

SkwX **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);

_____ **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 of the open meeting law) _____

_____ as provided in O.C.G.A. _____.

SKW X 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 May, 2024.

Print Name: Shannon K. Whitfield

Print Title: Commission Chairman

Sworn to and subscribed before me this
23rd day of May, 2024.

[Signature]

Notary Public

My commission expires: _____

