

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

The following constitutes the agenda for the regular scheduled meeting of the Board of Commissioners of Walker County, Georgia to be held on July 27, 2023 at 7:00 p.m.

REGULAR SCHEDULED MEETING

- **Invocation & Pledges**
- **Chairman Whitfield will Call to Order the Regular Meeting**
- **Clerk establishes a Quorum is present**
- **Approve Agenda**
- **Approve Minutes**
Approval of the Minutes for the Regular Scheduled Meeting Held on July 13, 2023 at 7:00 p.m.
- **Public Hearing**
Ordinance O-04-23 to Amend Chapter 4 (Alcoholic Beverages) of the Code of Walker County, GA

John Durham requests a variance to divide off one acre in an A-1 zone for property located at 403 Mack Coulter Road, Chickamauga, GA 30707. Tax map & parcel number 0-248-008
(Applicant withdrew his request)
- **Public Comment**
- **New Business**
Intergovernmental Agreement for Use and Distribution of Proceeds Generated by the 2024 Transportation Special Purpose Local Option Sales Tax (TSPLOST)

Resolution R-030-23 to Impose, Levy and Collect a Special Sales Tax for Transportation (TSPLOST) within Walker County, Conditioned Upon Approval By A Majority of the Qualified Voters Residing within Walker County in a Referendum to be Held on November 7, 2023

Approval of Office of the Governor Criminal Justice Coordinating Council Subgrant Award, Project Name: Juvenile Justice Incentive Grant, Subgrant Number: Y24-8-025

June 2023 Departmental Statistics
- **Commissioner Comments**
- **Executive Session (if necessary)**
- **Adjourn**

NEXT REGULAR MEETING - Thursday, August 10, 2023



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

Minutes of the Regular Meeting
July 27, 2023 - 7:00 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 7:00 PM on July 27, 2023.
- 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, Public Relations Director Joe Legge 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 Stultz made a motion to approve the agenda, seconded by Commissioner Hart, 4 ayes and 0 nays, motion carried to approve the agenda.
- IV. **Approval of Minutes:**

Commissioner Hart made a motion to approve the minutes of the Regular Scheduled Meeting held July 13, 2023 at 7:00 p.m., seconded by Commissioner Askew, 4 ayes and 0 nays, motion was approved.
- V. **Public Hearing:**
 - I. Chairman Whitfield asked if anyone would like to speak on Ordinance O-04-23 to amend Chapter 4 (Alcoholic Beverages) of the Code of Walker County, GA. He said the staff reviewed and cleaned up the entire chapter and added an assessment of the sales of packaged alcoholic beverages that was approved by voters last year. Earl Wilson said he is a clerk at 348 Liquors in Ringgold and has been a Walker County resident for many years. He said it has been an enlightening experience to see how many tax dollars come into a county from the sale of alcohol and distilled spirits and this will be a great way for tax dollars to come back to Walker County. He said he liked the draft presented and would be happy to give his personal insight on any of the topics. Harold Hughes, Chairman of the Alcoholic Beverage Commission, asked for clarification on what else could be sold with the retail sale of distilled spirits, beer, and wine. He said applicants come to them for a license and it would help them be able to assist citizens better with more clarification. The Board discussed some of the specific items that could be sold with distilled spirits, beer, and wine and said they will get everything better defined in the draft. Mr. Hughes thanked them for their time.
 - II. Chairman Whitfield said the variance request to divide off one acre in an A-1 zone for property located at 403 Mack Coulter Road, Chickamauga, GA 30707, tax map and parcel number 0-248-008 was withdrawn by John Durham.
- VI. **Public Comment:**
 - I. Michael Smith said he has been a resident and tax payer in Walker County for many years. He said he is all in for TSPLOST because it is specifically for paving roads. He presented the Board with a five year road improvement plan from Hart County. He asked them to develop a five year plan for Walker County. He said it would give voters an idea of exactly how TSPLOST money would be spent if it were approved in the November election.
- VII. **New Business:**
 - I. Chairman Whitfield read the intergovernmental agreement for use and distribution of proceeds generated by the 2024 transportation special purpose local option sales tax (TSPLOST). He explained the County and Cities had a successful meeting and agreed to put it on the ballot. He said they reviewed the distribution percentages and projections. Commissioner Hart made a motion to approve, seconded by Commissioner Stultz, 4 ayes and 0 nays, motion carried.
 - II. Chairman Whitfield read Resolution R-030-23 to impose, levy, and collect a special sales tax for transportation (TSPLOST) within Walker County, conditioned upon approval by a majority of the qualified voters residing within Walker County in a referendum to be held on November 7, 2023. Commissioner Blakemore made a motion to approve, seconded by Commissioner Askew, 4 ayes and 0 nays, motion carried.

III. Chairman Whitfield reviewed the approval of the office of the Governor Criminal Justice Coordinating Council Subgrant Award, Project Name: Juvenile Justice Incentive Grant, Subgrant Number: Y24-8-025. Dodd Worley and Vic Burgess gave an overview of the two programs. They said this is the program's tenth year. Chairman Whitfield said this is a federally funded grant with no matching funds from the County. Commissioner Hart made a motion to approve, seconded by Commissioner Stultz, 4 ayes and 0 nays, motion carried.

IV. Chairman Whitfield read the departmental statistics for June 2023.

VIII. Commissioner Comments:

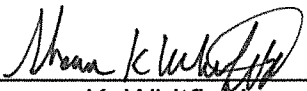
- I. Commissioner Blakemore thanked everyone for coming out and participating. He gave information about fall sports sign ups in Rossville.
- II. Commissioner Askew asked Chairman Whitfield for an update on the County facilities discussion with Fire Chief Blake Hodge. Chairman Whitfield said he is working with Pye Barker to get everything updated. Commissioner Askew asked for an update on out of service vehicles for the fire department discussed at a previous meeting. Chairman Whitfield said since the meeting there have been over 125 work orders completed by the shop. He said at their weekly meetings the fire department categorizes which vehicles need repaired first. He said the new QRVs should be in by the end of the year. He said they have received the three pumper trucks and will have training on them next week. Commissioner Askew gave information on the Labor Day car show supporting the Stocking Full of Love and the 160th Anniversary of the Battle of Chickamauga.
- III. Commissioner Hart said the mural at Annex II has been completed and looks great. He said the building is almost complete. Chairman Whitfield said they are finishing up on the offices and a small outside area.
- IV. Commissioner Stultz thanked all of the county employees for their hard work and dedication and working through the extreme heat. He encouraged everyone to come out to the 160th Anniversary of the Battle of Chickamauga Events from September 22-24, 2023.

IX. Executive Session:

- I. Chairman Whitfield made a motion to go into executive session for personnel and real estate, seconded by Commissioner Askew, 4 ayes and 0 nays, motion carried. Executive session began at 8:00 PM. Chairman Whitfield called the regular meeting back to order at 9:00 PM.

X. Adjournment:

- I. Commissioner Blakemore made a motion to adjourn the meeting, Commissioner Askew seconded the motion. Motion carried and the meeting was adjourned at 9:01 PM.



Shannon K. Whitfield
Chairman/CEO
Walker County Georgia

08/10/2023

Date

Minutes prepared by: Walker County Board Clerk, Whitney Summey

Regular Scheduled Board of Commissioners Meeting

Walker County Annex III

July 27, 2023

7:00 PM

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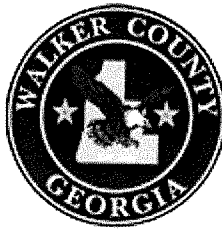
Commissioner Blakemore	Absent
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Commissioner Askew	Present
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Chairman Whitfield	Present
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Commissioner Hart	Present
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Commissioner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

Regular Scheduled Board of Commissioners Meeting

July 27, 2023

7:00 PM

Name

Address

EARL Wilson	2019 Pioneer Ridge Trl. 37412
PJ PATEL	234 Sunrise Dr. Rossville, GA 30741
Randy Pittman	Rossville
	LaFayette Co
BILL BROWN	ROCK SPRING, GA
Corby O'Sullivan	Road
Lane Quigg	La Fayette
Jon Purley	Planning
Dodd Worley	JTIG
Vic Burgess	
Bobby V. Smith	Road Dept

Chapter 4 ALCOHOLIC BEVERAGES

ARTICLE I – ALCOHOLIC BEVERAGE COMMISSION

Sec. 4-1. Established.

The Chairperson, with approval of the Board of Commissioners, shall appoint a 5-member Alcoholic Beverage Commission, independent of the County Governing Authority. Other than the appointment of the initial Alcoholic Beverage Commission, each member appointed shall serve a 3-year term from the date of his appointment. If for any reason any member of the Alcoholic Beverage Commission is no longer serving his term, the Chairperson shall recommend to the Board of Commissioners a replacement to complete the remainder of the member's term.

The Chairperson, with approval of the Board of Commissioners, shall recommend one of the members of the Alcoholic Beverage Commission to serve as its Chair for the remainder of his term. The Chair shall moderate all meetings of the Alcoholic Beverage Commission during his term of office, but shall have no executive functions or powers greater than the other members of the Alcoholic Beverage Commission. The Chair shall serve as same for the remainder of his term upon the Alcoholic Beverage Commission and shall remain a voting member while holding this designation. A quorum of 3 members of the Alcoholic Beverage Commission shall be necessary at any meeting for the transaction of any business.

Sec. 4-2. Powers and duties.

(a) The Alcoholic Beverage Commission shall have all the powers, duties and responsibilities as are granted to them by the terms and provisions of this entire Chapter, and all other provisions of State law as may be applicable to the sale of alcoholic beverages. It is the intent of this article that all of the duties, responsibilities, and decisions pertaining to the granting of licenses, revoking the same, suspending same, and the like, and all other matters pertaining to the control of alcoholic beverages as provided under this Chapter shall be vested in said Board as herein provided.

(b) The Alcoholic Beverage Commission shall furnish a copy of the issuance of any license, license renewal, suspension, revocation, appeals, minutes of Alcoholic Beverage Commission meetings and such other documents as the Alcoholic Beverage Commission may designate to the Board of Commissioners, County Attorney and Planning Director.

(c) The Planning Office shall, upon the filing of any appeal, suspension or revocation of an alcoholic beverage license or any decision concerning same, document the date and time of the filing thereof and shall furnish a copy of same instant to the Alcoholic Beverage Commission, County Attorney, Sheriff and Planning Director.

(d) The Alcoholic Beverage Commission shall meet no less than monthly at a designated and properly advertised time, date and location, and all meetings and other actions of the Alcoholic Beverage Commission shall otherwise comply with the State Open Meetings Act and State Open Records Act. Members of the Alcoholic Beverage Commission may be compensated for their service at a rate or amount established by the County Governing Authority.

Secs. 4-3—4-10. Reserved.

ARTICLE II. IN GENERAL

Secs. 4-11. Definitions.

Unless the context or the specific provisions of this section demand otherwise, the words and terms used herein shall have the definitions and meanings ascribed to them under O.C.G.A. title 3 or other provisions of State law applicable to alcoholic beverages.

Board means Alcoholic Beverage Commission, unless otherwise specified.

Brewer means a manufacturer of malt beverages.

Brewery means a place where malt beverages are manufactured or brewed.

Business location means the location or proposed location of a retail or wholesale outlet that sells alcoholic beverages.

Clerk means the clerk of the Alcoholic Beverage Commission, unless otherwise specified.

Convenience store means a business whose primary function is the sale of food and related merchandise and the sale of beer and wine at retail is incidental to the operation thereof. All malt beverages and wine must be located within the interior of any such outlet; and no such beverages shall be opened or consumed either inside or outside on the premises. Nothing in this section nor any section contained herein shall prohibit the use of a drive-in window at a convenience store outlet.

Food service establishment means any public place selling prepared food for consumption to the public on the premises, containing a minimum of 1,200 square feet of heated space devoted to eating and food preparation with a minimum of 25 percent of any such area to be devoted to kitchen and food preparation area, which derives at least 51 percent of its total annual gross sales from the sale of prepared meals.

Growler means a container made of a material customary to the industry provided that the container is capable of being sealed with a tamper-proof cap, top or other seal for the purpose of complying with open container laws, and further provided that the container does not exceed 64 ounces and is filled by a licensee or employee of the licensed establishment with malt beverage drawn from a barrel, cask, tank, or keg.

Measured means the straight-line distance from the front door of the building in which the outlet or proposed outlet is located to the front door of the building of an involved institution or establishment, except as otherwise stated herein. The term "measured" means from the front door of the licensed facility to the nearest property line of the real property of a school.

Private Club means any nonprofit association organized under the laws of this state which has been in existence at least one year prior to the filing of its application for a license to be issued pursuant to this chapter; has at least 75 regular dues-paying members; owns, hires, or leases a building or space within a building for the reasonable use of its members, which building or space as suitable kitchen and dining room space and equipment; and is staffed with a sufficient number of employees for cooking, preparing, and serving meals for its members and guests; and has no member, officer, agent, or employee directly or indirectly receiving, in the form of salary or other compensation, any profits from the sale of alcoholic beverages beyond a fixed salary, per O.C.G.A. 3-7-1(2).

Retail means a business whose primary function is the sale of alcoholic beverages packaged to go and not for consumption on the premises and the sale of food and related merchandise is incidental to the operation thereof. All alcoholic beverages must be located within the interior of any such outlet; and no such beverages shall be opened or consumed either inside or outside on the premises. Nothing in this section nor any section contained herein shall prohibit the use of a drive-in window at a retail outlet.

Retail manager means the person who does or will actually manage or operate a licensed outlet on a day-to-day basis.

Wholesaler means any person who sells alcoholic beverages to other wholesale dealers, to retail dealers, or to retail consumption dealers.

Sec. 4-12. Necessity for license.

It shall be unlawful to manufacture, sell or offer to sell at wholesale or retail, within the County, provision of any quantity of alcoholic beverages in exchange for any consideration whatsoever without a license. A "sale" is not limited to the direct exchange of money for alcoholic beverages.

Licenses granted under this division shall be a mere grant or privilege during the term of said license, subject to all the terms and conditions imposed by this ordinance and any other related laws of the State of Georgia and this Code.

Sec. 4-13. Separate license for each outlet; non-transferability; surrender.

- (a) A separate license shall be required for each outlet selling alcoholic beverages, and a separate application shall be made for each location.
- (b) No license shall be transferable or assignable.
- (c) Immediately upon the sale or closing of an outlet, it shall be the duty of the licensee to surrender his license to the County.
- (d) A license issued under this Chapter shall be a mere grant or privilege during the term of said license subject to all the terms and conditions imposed by this article and division and any other related laws of the State of Georgia and this Code.

Sec. 4-14. Classification of licenses.

- (a) *Generally.* Licenses under this article shall be classified as follows:
 - (1) *Retail Off-premises.* A store where alcoholic beverages are packaged to go and not for consumption on the premises.

(2) *Retail On-premises.* A bona fide food service establishment that offers for sale alcoholic beverages for consumption on-premises, or packaged to go, or both, subject to limits and regulations under state law.

(3) *Wholesaler or wholesale dealer.* Any person or business who sells alcoholic beverages to other wholesale dealers or retailers.

(4) *Production.* Any maker, producer or bottler of an alcoholic beverage. The term also means:

(a) In the case of distilled spirits, any person engaged in distilling, rectifying, or blending any distilled spirits;

(b) In the case of malt beverages, any brewer including a microbrewery or brewpub; and

(c) In the case of wine, any vintner including a farm winery.

(5) *Sample.* A location permitted to allow customers to lawfully taste a sample of an alcoholic beverage in order to make a selection or determination of whether to purchase the item sampled in a sealed container for off-premises consumption.

(6) *Special Event.* Any organized activity sponsored by a business, organization, corporation, association or individual having as its purpose entertainment, recreation, and/or education, such as a festival or celebration, foot or vehicle race, parade or march, rally or assembly which takes place on a public street, sidewalk or right-of-way, or occurs on private property and impacts government services on public rights-of-way or streets. The term "special event" shall not include an occasional family celebration, party, wedding, anniversary or private gathering.

(7) *In room service.* Refer to Sec. 4-321.

(b) *Fee established.* The amount of the annual license fee for each class shall be as set forth in the alcoholic beverage license fee schedule approved by resolution by the Walker County Board of Commissioners.

(c) The annual license fee shall not be prorated for any portion of a year and shall remain the full amount when said fiscal year expires with regard to the time the application is made.

(d) All license fees required under this chapter shall be paid prior to the issuance of any license.

(e) All license applicants shall be required to possess a County business license before an alcoholic beverage license shall be issued.

Sec. 4-15. Initial license application.

Application for an alcoholic beverage license shall be made as follows: Each initial applicant shall make written application to the Board for the privilege of engaging in the sale (specifying whether retail, wholesale, or manufacturer) of distilled spirits, malt beverages or wine, such application using forms approved by the Clerk or Deputy Clerk.

(1) The application shall be filed with the Planning Office along with a fee as set forth in the County fee schedule for a background check of the applicant and of the proposed location and processing of the application, which said fee is not refundable.

(2) The application shall state:

a. As to the applicant, full name, age, home address, business address, complete record of all convictions, guilty pleas and nolo contendere pleas for violations of all laws, local, State and Federal (except minor traffic violations).

b. As to the applicant's proposed outlet manager (if not the same as applicant), full name, age, home address, business address, complete record of all convictions, guilty pleas and pleas of nolo contendere for violations of all laws, local, State and Federal, (except minor traffic violations).

c. Exact location (street address) of proposed business outlet.

d. Name and address of owner or landlord and or resident manager of property proposed for the outlet location and whether or not there is a building proposed to be used already erected thereon.

e. Trade name (or proposed trade name) of proposed business outlet.

f. Such other information as may be required by the Board, Planning Office, Sheriff's Office or County Attorney from time to time.

(3) The application shall be sworn to.

(4) There shall be attached to the application a copy of applicant's application or proposed application for a license from the State of Georgia, if one is required.

Sec. 4-16. Action by Alcoholic Beverage Commission.

Within 7 days from the time the application is filed, the Clerk shall notify the Planning Director (or such other investigative officer as approved by the Board) and the Sheriff's Office, who shall conduct a criminal background check of the applicant and all aspects of the proposed outlet location and make a full report to the Board. The Clerk shall also refer said application, together with any objections filed, to the Board. The Board shall, after formal review of the applicant and proposed outlet location, direct the Clerk to issue or refuse the license for which application is made, upon payment of the appropriate fee. The Board shall either issue or refuse to issue the license for which application is made within 60 days from the time application is filed.

Sec. 4-17. Grounds for denial of license.

(a) *Prohibited location.* It shall be unlawful to grant a license for the sale of alcoholic beverages within the following areas of the County:

(1) Within a measured 300 feet of any church building, or of any public or private alcohol treatment center. The term "measured" is defined in Section 4-11. The term "building," as used herein, means a structure used, at the time the application for license is filed, for the purposes of a church, hospital, nursing rest home or alcohol treatment building. Additionally,

for the purpose of this article, a church is hereby defined as an organization for the purpose of preaching the gospel and other related religious activities located within a permanent structure either owned or leased by such organization. Said organization must consist of at least 15 adult members on its official rolls that meet on a regularly scheduled basis of not less than 30 times per year. Such organization must also qualify under the rules of Internal Revenue Service as an organization to which contributions may be deducted for Federal income tax purposes.

(2) Within 300 feet, measured in a straight line, from the nearest property line of any school or schoolhouse to the front door of the building in which the outlet is to be operated.

(3) In any existing building or establishment having a history of or reputation for prostitution or other sex offenses; fighting, shooting, or other violence; gambling; illegal dealing of alcoholic beverages or drugs; or other violations of the law.

(4) At least 300 feet must separate the front doors of retail package license holders.

(b) *Prohibited outlet building.* It shall be unlawful to grant a license for the sale of alcoholic beverages at retail stores which do not meet the requirements of section 4-20, except in cases where an outlet is adjacent to a freeway, or where the outlet is part of a campground, or private club from which visibility from a public street, road or highway would be impracticable.

(c) *Prohibited persons.* It shall be unlawful to grant a license for the sale of alcoholic beverages to:

(1) A person who has been convicted of or entered a plea of guilty or nolo contendere to either a felony, a crime of moral turpitude or an offense under O.C.G.A. title 3 related to alcoholic beverages within 10 years immediately prior to the filing of said application.

(2) A person whose license under this article has been revoked for cause or who has had a license of any type under this article revoked for cause within 2 years immediately prior to the filing of the application.

(3) A person, who at the time of application for renewal of any license issued hereunder, would not be eligible for such license upon first application.

(4) A person who is under the age of 21 years.

(5) An officer or employee of the County.

(6) Any partnership or corporation where an individual having the controlling interest, either as owner, partner, stockholder, director or officer, has been convicted of or entered a plea of guilty or nolo contendere to a felony, a crime of moral turpitude or an offense under O.C.G.A. title 3 related to alcoholic beverages within 10 years immediately prior to the filing of said application.

(d) *Additional considerations.* The Board in reaching its final determination on an initial application shall also be guided by the following factors as to whether to grant such license:

(1) The proximity of other outlets, giving due regard to the nature of the commercial area.

(2) The nature of the neighborhood immediately adjacent to the proposed outlet location, that is, whether the same is predominantly residential, industrial or commercial.

(3) The proximity of public parks and playgrounds.

- (4) Whether the proposed outlet location has adequate off-street parking facilities or other parking available for its patrons.
- (5) Currently existing or future County zoning ordinances.

Sec. 4-18. Renewal of licenses; denial.

- (a) All licenses shall be issued for a period of one year, the same to be the County's fiscal year running from October 1 through September 30 of the following calendar year and, provided the outlet continues to comply with the provisions of this article, shall be renewable as a matter of course upon payment of the appropriate fee.
- (b) Each licensee shall make written application for renewal on or before August 1 of each year on forms approved by the Clerk. Upon receipt of request for renewal by the Clerk, the renewal applications will be presented to the Planning Director and the Sheriff's Office who will review the application and make their recommendations to renew or not to renew. If the recommendation is to renew, then the Clerk shall issue the renewal license upon payment of the license fee. In the event the recommendation is not to renew, the application shall be referred to the Board for their consideration of renewal or rejection.
- (c) The Board shall grant the licensee a public hearing if the application for renewal is denied and the licensee shall be afforded complete due process of law on any hearing before the Board.
- (d) At the public hearing, the Board may grant, or deny for cause, the renewal of any license issued hereunder.
- (e) No license shall be issued for less than the 12-month fiscal year as herein provided, and in case of revocation or surrender of any license before the expiration of such County fiscal year, the holder thereof shall not be entitled to receive any refund whatsoever.

Sec. 4-19. Suspension and revocation of licenses.

(a) Summary action.

(1) If at any time during the holding of a license granted under this article, it should appear that the licensee has violated the provisions of this article, or the applicable laws of the State or any Federal laws, or if it should appear that the application contained known false information, or if it appears necessary for the public safety, health and welfare, the Sheriff or his deputies, the Planning Director or his assistants who are acting under his authority, or any officially designated license inspector, may request the Board to suspend or revoke said licensee's license to sell any alcoholic beverages within the County.

(2) The Board shall hold a hearing on such request for a suspension or revocation and after such hearing, the Board may suspend or revoke said license or place said licensee on probation.

- (A) A probation or suspension issued by the Board may not exceed 3 months on first offense.
- (B) A probation or suspension issued by the Board may not exceed 6 months on a second offense.

(b) *Action by the Board.* The Board shall have full power and authority to revoke, refuse to renew, suspend or place on probation any license to sell or consume alcoholic beverages for a violation of this Chapter, or of the applicable State or Federal laws, or when said Board shall determine, after 5 days' notice and hearing that the operation of the licensed business is detrimental to the health, safety or welfare of the public. For the purpose of this section, it shall be sufficient if said notice is mailed, giving the time and place of the hearing by United States certified mail at the address of the licensee as shown in the application.

Sec. 4-20. Visibility and lighting of outlets.

Except as otherwise specifically excluded in this Chapter, no license shall be granted to a retailer under any provision or section of this chapter unless the front entrance to the outlet is clearly visible from a public street, road or highway, and the front of any said package sales outlet shall have a minimum window at least 3 feet by 4 feet, and no screen, blind, curtain, partition, article or things which shall prevent a clear view into the interior of the outlet shall be permitted in the window or upon the doors of any retail outlet. Each retail outlet shall be so lighted that the interior of the store or premises is visible day or night and all parking areas adjacent to or used in connection with said business shall be fully lighted and unobstructed. This section does not apply to state licensed farm wineries.

Sec. 4-21. No consumption on-premises.

The retail licenses authorized under this Chapter shall be for retail sales in package only and there shall be no consumption on the premises of any outlet of any distilled spirits, malt beverages or wine unless said outlet has obtained the appropriate license for on-premises consumption under Article VI.

Sec. 4-22. Intoxicated persons.

No alcoholic beverages shall be sold to any noticeably intoxicated person, nor shall any intoxicated person be allowed to remain upon the premises of any outlet.

Sec. 4-23. Employees, drinking on-premises.

No employee of any outlet shall work in said outlet while intoxicated and no employee shall drink any distilled spirits, malt beverages or wine whatsoever while working and employed in any outlet.

Sec. 4-24. Sale to and/or possession by minors.

No alcoholic beverages shall be sold to a minor under any conditions whatsoever. No minor may purchase or possess any alcoholic beverage. A minor, for the purposes of this Chapter, shall be considered to be any person under 21 years of age.

Sec. 4-25. Minors on premises of retail package store selling distilled spirits.

Minors shall not be allowed to congregate or loiter on the premises of any retail store outlet selling distilled spirits.

Sec. 4-26. Licenses, posting.

All licenses required under this Chapter must be posted in a conspicuous place within the outlet, as required by law, and if said license is not so posted, the outlet shall not be authorized to continue business until the license is posted.

Sec. 4-27. Signage.

- (a) All licensees hereunder shall post, in a manner which complies with O.C.G.A. § 3-1-5 in a conspicuous place, a sign which clearly reads: "Warning: Drinking Alcoholic Beverages during pregnancy can cause birth defects."
- (b) Any licensee who fails or refuses to post such sign as required by this section shall be guilty of a misdemeanor and, upon conviction thereof, shall be fined in an amount not to exceed \$100.00 for each violation.
- (c) All other signage shall be otherwise governed by applicable federal, state, or local law, if any, and or applicable provisions of the Code of Walker County.

Sec. 4-28. Compliance with rules and regulations of health authorities and other ordinances.

All retail licensees under this article are hereby required to comply with all rules and regulations and requirements of the County Board of Health, State Board of Health and any and all other State, Federal and local authorized public health authorities. In addition, all retail licensees under this article are also required to comply at all times with any and all applicable ordinances of the County.

Sec. 4-29. Possession for the purpose of sale or resale.

It shall be unlawful for any person, firm or corporation to sell or possess for the purpose of sale or resale of any alcoholic beverages where such person, firm or corporation does not have a license from the County to sell or possess for sale or resale such beverages.

Sec. 4-30. Receipt of any delivery to retail licensee.

Alcoholic beverages shall be received at or delivered to the premises of the retail licensee by no other means than by a conveyance owned and operated by a wholesale dealer with a permit from the County to make deliveries. Receipt of alcoholic beverages by any other means by a retail licensee shall be grounds for revocation of a retail license.

Sec. 4-31. Manager of outlet; requirement for registration of manager.

If the person to whom any license under this Chapter is issued does not personally manage the outlet, the name of the manager of the outlet must also be registered with the Board, and the manager of the outlet must meet all the requirements of a person to whom a license could be granted hereunder. If such licensed outlet is not managed directly by the holder of the license, or there is no manager registered as provided thereunder who meets all the requirements hereunder, then said license may be suspended or revoked. If such a manager is changed, the holder of the license must notify the Clerk no later than 10 days from the date of the change of such manager and all information required hereunder with regard to managers shall also be furnished to the Clerk at said time.

Sec. 4-32. Package sales prohibited in certain establishments; exceptions.

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

Sec. 4-33. - Familiarity with chapter.

It shall be the duty of each licensee to maintain a copy of this Chapter on the premises, and to instruct each employee as to the terms thereof; and each licensee and employee shall at all times be familiar with this Chapter.

Sec. 4-34—4-99. Reserved.

ARTICLE III. EXCISE TAX

Sec. 4-100. Taxation.

In addition to the annual license fees required under this Chapter, there is hereby levied and imposed an excise tax which shall be paid to the County, as provided by Georgia laws, on all alcoholic beverages sold by each wholesale dealer within the area of the County. That excise tax shall be the maximum allowed by State law unless a lower tax rate is adopted by County resolution.

Sec. 4-101. Method of tax payment.

Unless otherwise specified by State law, tax shall be paid to the County by each wholesale dealer on all alcoholic beverages sold within the County not later than the 10th day of each month, based upon the units of alcoholic beverage sold during the previous calendar month by said wholesalers to retailers in the County.

Sec. 4-102. Payment of tax, report.

The wholesale dealer shall keep true and correct records of all sales and shipments and shall render a sworn statement of the name accompanying the monthly report to the Clerk and said report shall show the exact quantities of alcoholic beverages sold, by size and type of container and the amount of excise tax collected.

Sec. 4-103. County's right of audit.

The County shall have the right to audit, and to require production of records from each wholesaler supplying retailers in the area of the County, and also from each retailer so supplied.

Sec. 4-104. Failure to make a timely report and payment; penalty.

The failure to make a timely report and remittance of aforesaid taxes shall render a wholesale dealer liable for a penalty equal to 10 percent of the total amount due, in addition to the amount due; and additionally, if said report is not filed or if said taxes are not remitted and paid within 30 days from the date that the same are due, the County shall have the right to suspend and/or revoke any wholesale license, and further to prohibit said wholesaler from making any deliveries of any type whatsoever within the area of the County.

Sec. 4-105. Sale prohibited when tax not paid.

It shall be unlawful for any person to sell at retail or otherwise dispense beverages within the County on which the tax required in this division has not been paid to the wholesaler or distributor or to the County.

Secs. 4-106—4-199. Reserved.

ARTICLE IV. RETAIL PACKAGE SALES OF DISTILLED SPIRITS

Secs. 4-200. Limitation on number of licenses

(a) It is the policy of the Board of Commissioners of Walker County that licensed establishments for the retail package sale of distilled spirits be regulated in such a way as to avoid their over-accumulation within one commission district and within Walker County as a whole.

(b) As provided herein, no license shall be issued for retail package sales of distilled spirits unless the number of active retail distilled spirit licenses issued in Walker County is less than five (5) licenses per County Commission District. As an additional requirement, no license shall

be issued for the retail package sales of distilled spirits unless the number of active retail distilled spirit licenses issued within the same County Commission District is less than five (5).

(c) When additional licenses for the retail package sale of distilled spirits become available, new complete applications for licenses for retail package sales of distilled spirits shall be given priority in the order in which they are received. No applications shall be accepted or held at any time while the number of active licenses for retail package sales of distilled spirits exceeds the number of active licenses allowed for Walker County or for the Commission District where the applicant's business would be located. Any such license application inadvertently accepted shall be returned as incomplete in accordance with this Chapter.

(d) In the event there are multiple new simultaneously submitted valid applications for retail package sales of distilled spirits within a particular commission district such that if all were granted the total number of licensed establishments would exceed the limits imposed by subsection (b), priority shall be granted based in descending order beginning with the application whose proposed premises is the greater distance from the nearest other existing establishment within the same commission district. Nothing in this subsection shall be construed to allow new applications to be granted in such a way as to exceed the limits of subsection (b).

(e) A separate license shall be required for each location selling distilled spirits and a separate application shall be made for each outlet.

Sec. 4-201. - Type of retail establishment where permitted.

(a) No distilled spirits shall be sold at retail except in establishments maintaining at least 90 percent of the floor space and storage area in a manner which is devoted principally to the retail sale of products that are alcoholic and located in zoning districts that are permitted for such use. This section shall not be applicable to locations that are distilleries or micro-distilleries.

(b) No license shall be issued for the retail sale of distilled spirits at any establishment licensed and operating self-service motor fuel dispensing pumps.

(c) Tobacco products and lottery tickets may not be sold at a business that sells distilled spirits.

(d) Each building must meet International Building Code standards and be a minimum of 1,500 square feet.

(e) If the building is attached to another commercial business, the walls on either side must be solid with no access to each other.

Sec. 4-202. When sales are permitted.

(a) It shall be unlawful for any licensee or person employed by a licensee for retail package sales of distilled spirits, to sell, purchase, or transfer to others, any distilled spirits at any time on Sunday before the hour of 12:30 p.m. or after 11:30 p.m. or at any time before the hour of 8:00 a.m. or after 12:00 midnight on Monday, Tuesday, Wednesday, Thursday, Friday or Saturday of each week;

(b) Pursuant to the provisions of O.C.G.A. § 3-3-20, and subject to the provisions of subsection (a), the sale of alcoholic beverages shall be permitted on election days as the same are defined in the Official Code of Georgia Annotated; provided, however, that it

shall nonetheless be unlawful for any person to sell alcoholic beverages within 300 feet of any polling place or of the outer edge of any building within which such polling place is established on primary or election days.

Sec. 4-203. Price tags and labels.

Licensees shall plainly indicate the price of all distilled spirits exposed for sale by tags or labels on the bottles or containers or on the shelf immediately below as such containers are placed. It shall be unlawful for any person to have in his possession, custody or control any distilled spirits for retail sale unless the container shall have firmly affixed thereto a label on which there is stated in plain words or figures, the true alcoholic content by volume of the alcoholic beverage.

Sec. 4-204. Visibility.

- (a) Adequate visibility must be provided and maintained of the store front so that all activities within the store can be seen from the road or parking lot.
- (b) All shelving must be perpendicular to the storefront from visibility except for the furthest most shelf from the front window.
- (c) Interior lighting shall be fluorescent or LED and be at least 100 foot-candles in intensity; and the interior shall be so lighted that it is visible day or night.
- (d) In addition to visibility requirements in Section 4-20, no advertising, screen, blind, curtain, partition, article of thing which shall prevent a clear view into the interior shall be permitted in the window or upon the doors, and no booth, screen, partition, or other obstructions shall be permitted within the interior.

Secs. 4-205—4-219. Reserved.

ARTICLE V. RETAIL PACKAGE SALES OF MALT BEVERAGES AND WINE

Sec. 4-220. License required.

- (a) A separate license shall be required for each location selling malt beverages or wine, and a separate application shall be made for each outlet.
- (b) Licenses are issued individually by beverage classification.
 - (1) A separate license is required for the sale of malt beverages by the package
 - (2) A separate license is required for the sale of wine by the package.
 - (3) A distilled spirits licensee who desires to also sell wine also needs a wine license.
 - (4) A distilled spirits licensee who desires to also sell malt beverages also needs a malt beverage license.

Sec. 4-221. When sales are permitted.

- (a) Licensees for package sales of malt beverages or wine may engage in sales Monday through Saturday 24 hours per day and Sunday from 12:30 p.m. through 11:30 p.m.; provided they do not also hold a license for packaged distilled spirits. If the licensee holds both a malt beverage and distilled spirits license or a wine and distilled spirits license, refer to section 4-202 for hours of operation.
- (b) There shall be no sales of alcoholic beverages on any day on which sales of alcoholic beverages are prohibited by the laws of the State of Georgia.
- (c) Pursuant to the provisions of O.C.G.A. § 3-3-20, and subject to the provisions of subsection (a), the sale of alcoholic beverages shall be permitted on elections days as the same are defined in the Official Code of Georgia Annotated; provided, however, that it shall nonetheless be unlawful for any person to sell alcoholic beverages within 300 feet of any polling place or of the outer edge of any building within which such polling place is established on primary or election days.

Secs. 4-222—4-229. Reserved.

ARTICLE VI. RETAIL SALES OF ALCOHOLIC BEVERAGES FOR ON PREMISES CONSUMPTION

Sec. 4-230. License issuance authorized.

Licenses for the sale of malt beverages, wine and distilled spirits for on-premises consumption shall be a mere grant or privilege during the term of said license, subject to all the terms and conditions imposed by this article and division, and any other related laws of the State of Georgia and this Code. A license for on-premises consumption may be issued as provided in this article.

Sec. 4-231. Business hours of outlets.

Licensees for on-premises consumption of malt beverages, wine, and/or distilled spirits shall not engage in the sale of same except between the hours of 8:00 a.m. through 12:00 midnight on Monday through Thursday and 8:00 a.m. through 1:00 a.m. on Friday and Saturday and 11:00 a.m. through 12:00 midnight on Sunday.

Sec. 4-232. License.

An applicant for an on-premises consumption license shall be required to submit an application as is set forth in this article and pursuant to the requirements of O.C.G.A. § 3-3-2. An application for a license may be denied upon the grounds as is set forth in Article II.

Sec. 4-233. Laws and regulations adopted.

The State laws and regulations as they now exist or as they may be changed from time to time, relating to the sale and distribution of alcoholic beverages in Georgia, as revised and promulgated by the General Assembly of the State and by the State Revenue Department, and especially as they relate to wholesale, retail package sales, and retail sales for consumption on the premises, are hereby incorporated into and made a part of this article as if fully set out herein. Said laws and regulations are made applicable to all portions of this article, including this division.

Sec. 4-234. Business application.

(a) Except as otherwise specifically provided for in this article, no retail consumption license shall be issued to any person unless the business or proposed business to be licensed hereunder is a bona fide food service establishment or a bona fide private club, as defined in Section 4-11.

(b) Applicants possessing all of the necessary qualifications for the issuance of a license for the sale of malt beverages, wine and/or distilled spirits for consumption on the premises shall be required to possess a County business license and the appropriate State, County, and County Health Department certificates for the sale and service of food and beverages to the general public with a seating capacity of not less than 50 people. It shall be further required of applicants as a condition to the issuance of a license for the sale of alcoholic beverages for consumption on the premises, that said sale of alcoholic beverages shall be ancillary to the primary business of the serving of food and that the service of food shall consist of at least 51 percent of the gross receipts of the business applying for said license. The licensee shall be required at all reasonable times and places as designated by the Alcoholic Beverage Commission, to produce financial records and documentation as may be required by the Alcoholic Beverage Commission. The requirements contained herein shall not apply to a farm winery or sample license described in Article VII.

Sec. 4-235. Open area and patio sales.

The consumption and/or sale of alcoholic beverages by outlets possessing a license for on-premises consumption shall be allowed in open areas and patios, provided that such open areas and patios are separated from areas in which consumption of alcoholic beverages is prohibited by a physical barrier, fence, rail or similar structure sufficient to prevent ingress and egress by a person except through a controlled access point and, further provided that the licensee is in compliance with all other appropriate regulations as to the safe and orderly operation of such establishment, including, but not limited to, regulations pertaining to maximum capacity, ingress and egress. If the designated area is separated from the licensee's premises so that it is necessary to traverse public property to get from one location to another, it shall be unlawful for alcoholic beverages to be carried from the premises to the designated area or vice versa by anyone except the licensee or the licensee's employees.

Sec. 4-236. Sale of mixed drinks for off-premises consumption.

(a) Food service establishments licensed to sell distilled spirits for consumption on the premises are allowed to sell mixed drinks for off-premises consumption in approved containers under certain conditions, per O.C.G.A. § 3-3-11.

(b) *Approved container* means a tamper evident container that:

(1) Does not contain openings or straw holes;

(2) Is sealed in a manner that is visibly apparent if the container has been subsequently opened or tampered with;

(3) Has an affixed label or marking that identifies the licensee that prepared and sold the mixed drink.

(c) *Curbside pick-up* means when a licensee furnishes purchased goods to a customer's vehicle within a clearly designated pick-up area located within a paved parking area adjacent to the licensed premises.

(d) *Mixed drink* means a beverage prepared by combining distilled spirits with nonalcoholic liquid or liquids and that:

(1) Is prepared on the day of sale by an employee of the licensee;

(2) Contains no more than 3 ounces of distilled spirits;

(3) Is sealed in an approved container.

(4) Is sold to an individual 21 years of age or older who shall be limited to two mixed drinks per entree ordered;

(5) Accompanied by a food order and a sales receipt with a timestamp that indicates the date and time of such purchases;

(6) Sold for personal use and not for resale and picked up in person by the same individual customer to whom the mixed drinks and entrees were sold and from whom the food service establishment received payment; provided, however, that such individual customer shall not include a delivery service or third-party agent; and

(7) Furnished with the accompanying food order to the customer on the premises or by way of curbside pick-up.

(8) If transported in a motor vehicle, the customer shall place the mixed drink in a locked glove compartment, a locked trunk, or the area behind the last upright seat of a motor vehicle that is not equipped with a trunk.

(9) Sales of mixed drinks for off-premises consumption shall be taxed in accordance with O.C.G.A. § 3-4-130 through 3-4-133.

Sec. 4-237. Special event beverage license.

(a) Notwithstanding any provisions to the contrary, the Alcoholic Beverage Commission shall have authority to issue a special event license for the sale of alcoholic beverages. The issuance of a special event license for alcohol sales shall be conditioned upon obtaining a separate additional special event permit approved by the Planning Commission Office and compliance with other county ordinances, state laws and such other terms as the Board may require in its discretion.

(b) The applicant for any special event license shall be responsible for the provision of local law enforcement and sanitation services within the boundaries of the event, and for the grant of the license privilege, the Planning Director, Public Works Director, the Sheriff, and the Fire Chief shall approve the impacted government services. In addition, each department of the government reviewing an application may recommend in writing certain recommendations or restrictions as deemed necessary to facilitate the event, to comply with other laws or

regulations and or to ensure the safety, health and welfare of the community. Applicants shall further be responsible for compliance with all laws at a special event, including, but not limited to, preventing underage consumption of alcoholic beverages.

(c) The Planning Director, Sheriff or Fire Chief or their representative or their respective designee, may terminate any activity, whether a portion of or the entire event, which does not meet the requirements upon which the special event license was issued. Upon notification to the applicant to cease any activity, the activity so ordered to be ceased shall immediately be terminated and the continuation of said unauthorized activity shall be unlawful and may subject the applicant to criminal and civil sanctions.

Sec. 4-238. Private clubs.

Private clubs that meet State requirements under O.C.G.A. § 3-7-2 and other State law requirements may be licensed for the sale of alcoholic beverages, including distilled spirits, by the drink for consumption on the premises. The Board may issue a license for all activities authorized by State law, unless otherwise prohibited by this article.

Sec. 4-239. Caterers.

Caterers may be issued additional alcoholic beverage licenses as allowed by State law. State law currently provides caterers that hold alcoholic beverage licenses may obtain additional alcoholic beverage licenses from the same local government that grants their on-premises license for off-premises sales and be charged an additional license fee, provided that the combined license fees do not exceed \$5,000.00 annually (O.C.G.A. § 3-11-2).

Caterers engaging in off-premises catered special events outside of their primary licensing authority may be charged a permit fee in an amount to be determined by the Board of Commissioners per event, as well as excise taxes by the local government into which the alcoholic beverages have been brought (O.C.G.A. § 3-11-3). Caterers may only serve alcoholic beverages at catered events that are legal to be sold in the jurisdiction where the event is held. Caterers may not employ anyone under the age of 21 to sell or serve alcohol.

Sec. 4-240. Indemnification of County/liability.

As a condition of issuance of any license under any article of this chapter, the approved applicant shall indemnify, hold harmless, release and defend the County, County officials, and officers and employees from and against any and all liability, loss, suits, claims, damages, cost, judgments and expenses including attorney's fees and cost of litigation which in whole or in part result from, or arise out of, or are claimed to result from or to arise out of any acts, negligence, errors, or omissions of applicant, applicant's employees, representatives, contractors, subcontractors, or other agents whatsoever, and without limitations.

Secs. 4-241—4-299. Reserved.

ARTICLE VII. FARM WINERIES, BREWPUBS, BREWERIES AND DISTILLERIES AND GROWLER SALES

Sec. 4-300. License required.

- (a) No person shall be permitted to operate a farm winery, brewpub, brewery, micro-brewery, distillery, or micro-distillery without first obtaining an applicable license from the State of Georgia and the County pursuant to this Chapter.
- (b) All licensees under this article shall pay all state and local license fees and excise taxes applicable to individuals licensed

Sec. 4-301. Farm wineries.

Farm wineries are domestic manufacturers of wine located on the premises where agricultural products are cultivated for use in the making of the wine sold. These locations may sell their wine on the premises, provided that they have a State and local license. Farm wineries are subject to local license fees and excise taxes (O.C.G.A. § 3-6-21.1 et seq.).

Sec. 4-302. Brewpubs.

- (a) A brewpub license authorizes the holder of such license to:
 - (1) Manufacture on the licensed premises not more than 10,000 barrels of malt beverage in a calendar year solely for retail sale.
 - (2) Operate an eating establishment complying with all requirements of the definition of "*food service establishment*" as defined in section 4-11, and shall be the sole retail outlet for such malt beverage and may offer for sale for consumption on-premises any other alcoholic beverages produced by other manufacturers which are authorized for retail sale under this chapter, provided that such alcoholic beverages are purchased from a licensed wholesale dealer.
 - (3) Sell up to a maximum of 5,000 barrels annually of such malt beverage to licensed wholesale dealers. Under no circumstances shall such malt beverages be sold by a brewpub licensee to any person holding a retail consumption dealer's license or a retailer's license for the purpose of resale.
 - (4) Sell malt beverages manufactured on the premises by the package at retail for consumption off the premises. This includes the filling of growlers 64 ounces or less.
- (b) Possession of a brewpub license shall not prevent the holder of such license from obtaining any other license available under this chapter for the same premises.

Sec. 4-303. Breweries and Micro-breweries.

- (a) A licensed brewery or micro-brewery is authorized to manufacture malt beverages for sale primarily to wholesale dealers.

(b) A licensed brewery or micro-brewery shall comply with O.C.G.A. § 3-5-24.1 relating to the limited sale of malt beverages to the public for onsite consumption or offsite package sales and may sell on all days and at all times that sales of malt beverages by retailers are lawful within the county. No additional local license is required for the limited sale of malt beverages produced at the micro-brewer's licensed premises.

(d) A brewery or micro-brewery shall not dispense more than 24 ounces of malted beverages brewed and consumed onsite within a four-hour period to any individual except when food is being provided by a third-party vendor, the consumer or the licensee; or as may be permitted by state law.

(e) During events, concerts, celebrations or large gatherings representing a special purpose or event, the brewer shall ensure that food is provided by a third-party vendor or the group in attendance.

(g) Except as set forth in this section, a brewery or micro-brewery licensee shall be subject to all other provisions of this chapter.

Sec. 4-304. Distilleries and Micro-distilleries.

(a) A licensed distillery or micro-distillery is authorized to manufacture distilled spirits for sale to wholesale dealers and consumers.

(b) A licensed distillery or micro-distillery shall comply with O.C.G.A. § 3-4-24.2 relating to the limited sale of distilled spirits to the public for onsite consumption and may sell on all days and at times that sales of distilled spirits by retailers are lawful within the county. No additional local license is required for the limited sale of distilled spirits produced at the distillery's licensed premises.

(c) A distillery or micro-distillery shall not dispense more than six ounces of distilled spirits manufactured and consumed onsite within a four-hour period to any individual except when food is provided by a third-party vendor, the consumer or the licensee; or as may be permitted by state law.

(d) A distillery or micro-distillery shall not be permitted at a location that is not properly zoned for that use.

(e) During events, concerts, celebrations or large gatherings representing a special purpose or event the distiller shall ensure that food is provided by a third-party vendor or the group in attendance.

(f) Except as set forth in this section, a distillery licensee shall be subject to all other provisions of this chapter.

Sec. 4-305. Growler sales.

Businesses licensed to sell malted beverages by the package may also fill growlers with malt beverages at the licensed location subject to the following requirements:

(1) At least 90 percent of the licensee's total sales from alcohol sales are from packaged sale of malt beverages or wine and the licensee's premises have a minimum of 400 square feet of floor space dedicated to the display of packaged malt beverages or wine offered for sale.

(2) A growler shall not exceed 64 ounces. Growlers may only be filled from kegs or barrels procured by the licensee from a duly licensed wholesaler or brewpub.

(3) Only professionally sanitized and sealed growlers may be filled and made available for retail sale. The filled growler must be securely sealed on the premises with a tamper-proof cap and seal. Each filled growler must be removed from the premises in a securely sealed condition. No open growler container shall be removed from the licensed premises.

Sec. 4-306. Samples of wine or malt beverages on tap for purchase in sealed containers for off-premises consumption.

(a) A license for the sampling of package malt beverages or wine may be issued to give or sell samples of tap malt beverages for growlers or wine offered for purchase in sealed containers for off-premises consumption. The fee for said license is set forth in the alcoholic beverage license fee schedule and said license shall be subject to the application and all other requirements of this article.

(b) A sample shall not exceed 3 ounces, nor shall an individual be offered more than 3 samples within a 24-hour period.

(c) The intent of the sample license is to permit customers to lawfully taste a sample of a tap malt beverage or wine on-premises in order to make a selection or determination of whether to purchase the malt beverage or wine sampled in a sealed container for off-premises consumption.

(d) The licensee shall comply with all state, federal and local packaging and labeling laws regarding alcoholic beverages.

Secs. 4-307-319. Reserved.

ARTICLE VIII. HOTEL IN-ROOM SERVICE

Sec. 4-320. License.

(a) Any hotel as defined in O.C.G.A § 3-9-10 may provide in-room service of alcoholic beverages after obtaining proper state and local licensure for the same in accordance with the terms of this chapter.

(b) The sale of alcoholic beverages by in-room service shall be subject to all restrictions and limitations imposed by this chapter and shall be authorized only on such days and only during such hours as the sale of alcoholic beverages with the exception that in-room delivery of alcoholic beverages to guests may extend to 1:00 a.m.

Sec. 4-321 In-room service.

(a) For purposes of this chapter, "in-room service" consists of:

(1) The delivery of alcoholic beverages by an employee of the hotel to a registered guest's room when such alcoholic beverages have been ordered by the guest and when the guest

shall be billed for the cost of such alcoholic beverages at the time of delivery and when the sale of such alcoholic beverages is completed at the time of delivery; or

(2) The provision of a cabinet, refrigerator, mini-bar or other facility located in a hotel guest room which contains alcoholic beverages, and which is accessible only to the guest and for which the sale of alcoholic beverages contained therein is final at the time requested except for a credit which may be given to the guest for any unused portion.

(b) In order to be eligible for an in-room service license, a hotel must:

(1) Be used and held out to the public as a place where sleeping accommodations are offered to guests for adequate pay, and meet other standards and conditions of a "hotel" as defined in this chapter or other codes of the county; and

(2) Contain six or more separate and distinct rooms used for the sleeping accommodations of guests.

(c) A hotel may consist of a single building or may consist of two or more buildings located on the same premises and used in connection with the hotel operation.

(d) A facility which is styled as an inn, bed and breakfast or other similar appellation may be licensed as a hotel if it meets the requirements of this article.

Sec. 4-322. General provisions.

All alcoholic beverages sold pursuant to this article shall be purchased from a licensed wholesale dealer and shall be subject to all taxes imposed under this chapter and county code, including the excise tax on the retail sale by the drink of alcoholic beverages.

Secs. 4-323-399. Reserved.

ARTICLE IX. THE CIVIC CENTER AND ANY OTHER COUNTY FACILITY

Sec. 4-400. Applicability of section.

All other sections of this article not inconsistent with this Chapter shall apply. In the event of a conflict between any other provisions of this article and the provisions of this Chapter, the provisions of this article shall control unless otherwise stated. Notwithstanding the above, no provision of this Article shall be in effect if it is in violation of a County ordinance or State law.

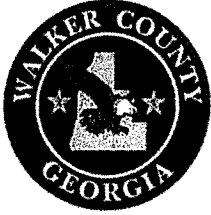
Sec. 4-401. License authorized and required.

A person is required to apply for and to obtain a license to sell or pour any alcoholic beverages for on-premises consumption within the confines of the Civic Center or another County facility. The costs of such licenses shall be the same as the costs for a special event as provided in Section 4-14(a)(6). Any third party (whether caterer or otherwise) desiring to sell alcoholic beverages for on-premises consumption at the Civic Center or another County facility shall first be required to obtain a special event alcoholic beverage license.

Sec. 4-402. Minimum policy guidelines.

The following shall be the minimum policy guidelines the Civic Center and any other County facility shall use in regulating the consumption and sale of alcoholic beverages on the premises of the Civic Center and any other County facility:

- (1) No alcoholic beverage shall be sold, dispensed or given away at youth-oriented events. The Civic Center or other facility management, in its sole discretion, will determine whether an event is youth oriented.
- (2) No alcoholic beverage shall be sold, dispensed or given away to anyone under 21 years of age. It shall be the policy of the County to ensure that identification of those who purchase or consume alcoholic beverages are checked to determine whether the person is 21 years of age or older.
- (3) The selling and dispensing of alcoholic beverages shall be curtailed a minimum of 30 minutes prior to the conclusion of a public event.
- (4) Only designated areas shall be used for selling or dispensing or consuming alcoholic beverages. These areas are to be designated by the facility management.
- (5) Alcoholic beverages shall not be permitted to be taken outside the Civic Center building or outside the premises of any other County facility.
- (6) Only a licensee possessing the appropriate license is be permitted to sell or dispense alcoholic beverages.
- (7) Food must be served and/or offered for sale during any period of time that alcoholic beverages are served at either the Civic Center or any other County facility.



Walker County Planning Commission
Minutes

July 20, 2023
Walker County Civic Center
6:00 PM

ATTENDEES:

Planning Commission Members

Rob Walthour
Michael Haney
Michael Hicks
Jon Hentz
Todd Holt
John Morehouse
Stan Porter

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

III. READING & APPROVAL OF THE JUNE 15, 2023 MEETING MINUTES:

Chairman Haney asked if there was a motion to approve or deny the minutes. Stan Porter made a motion to approve. John Morehouse seconded the motion to approve. The vote was unanimous. Motion to approve minutes carried.

IV. MOTION TO OPEN THE PUBLIC HEARING:

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

V. PUBLIC HEARING:

Variance:

1. John Durham: Chairman Haney said that Mr. Durham was just called and he said he would not be at the meeting to just withdraw his request.

Final Plat Approval:

NGA Harrier Developers LLC: Chairman Haney asked if there was anyone present on behalf of NGA. Avery Cohan said they were requesting final plat on the fifth plat in this phase. He was asked if the binding was down for the roads and he said not yet but the utilities were in. Jon Hentz stated he wished there were rendering drawings of what they were going to build.

VI. 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. Vote was unanimous. Motion to close the public hearing carried.

VII: MOTION TO OPEN NEW BUSINESS:

Chairman Haney asked if there was a motion to go into new business. Todd Holt made a motion to open the new business. Michael Hicks seconded the motion. Vote was unanimous. Motion to open new business carried.

VIII: NEW BUSINESS:

1. John Durham: Withdrew request.

2. NGA Harrier Development: Chairman Haney asked if there was a motion to approve or deny the request. There was discussion on how the county needs to start requiring at least the subdivisions to start have drawings on what type of houses as far as brick, overhang etc. Michael Hicks said that he had some information on other areas doing this and would get copies for everyone to look at. Michael Hicks made a motion to approve. John Morehouse seconded the motion to approve. The vote was unanimous to approve. Motion to approve carried.

IX: ADJOURNMENT:

Chairman Haney asked if there was a motion to adjourn. Todd Holt made the motion to adjourn. John Morehouse seconded the motion. Motion to adjourn carried.

Date Submitted: Planning Commission Chairman

Date Submitted: Planning Commission Secretary

Date Submitted: Planning Commission Director



Hart County 5 Year Road Plan

Jon Caime, P.E.

Hart County Public Works Director

Update to the 2001- 5 Year Roads Plan (midterm update)

July 1, 2014

Executive Summary:

The first ever Hart County roads plan was developed in 2001. Road infrastructure conditions change over time so the original plan was updated in 2006 and should be updated at least every 5 years. Due to the reduction in road funding from the effects of increased sales tax revenue allocations to the Municipalities as well as reduction in the sales tax revenues from the recession, coupled with a turnover of 3 of 5 BOC members this midterm report is being presented. Please refer to the original plan for more detailed information. Roads infrastructure must be maintained/replaced on a regular basis or the costs will escalate and the conditions of the infrastructure will deteriorate.

As a result of the development of a long range roads infrastructure plan, the conditions of the Hart County road assets had significantly improved over the past decade. Prior to the development of this plan, the conditions (and costs) were worsening. However during this midterm period from 2011 to 2014, the road pavement condition has declined.

The primary obstacle envisioned over the next five year planning period is funding. The price of materials especially asphalt had increased dramatically with the increased cost of petroleum reducing the purchasing power of the county road dollars. At the same time the downturn in the economy has decreased the revenues available for roads infrastructure (sales taxes). In addition, the Municipalities of Hart County have been allocated a larger portion of the County sales tax funds which were formerly dedicated to County roads infrastructure further reducing the funds available for County road needs.

The primary emphasis during this planning period is to stabilize our roads. The most cost effective way to do this is through sealing our roads with tar and gravel. In addition routine maintenance programs have been implemented.

THE "PLAN":

The Hart County road assets include over 275 bridge structures, 375 miles of asphalt paved roads, 137 miles of tar and gravel paved roads, and 40 miles of unpaved roads. The value of our road assets was declining due to a lack of a long range plan, neglected maintenance (including resurfacing), and lack of sufficient resources. With the implementation of a long range roads plan we had reduced the volume of work that needs to be completed however the lack of funding over the past few years has caused our asphalt road conditions to decline.

The price of asphalt had dramatically increased during the prior 5 year plan update period. Over this next five year planning period an estimated \$3,500,000 is needed for

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resurfacing of paved roads in the worst condition of "fair". This has almost doubled from the 2011 projection of \$2,000,000. Several of the roads identified in the prior five year planning period were resurfaced with new asphalt. Due to limited funding we had also instituted an aggressive continuation of the prior plan of sealing these roads with tar and gravel using the road department labor however with the limited funding during this interim planning period the sealing of roads with t&g was reduced significantly. The cost to t&g reseal a road is estimated to be about \$15-25,000 per mile (with a 5-15 year life extension) versus close to \$200,000 per mile for a new asphalt paved surface (for a 10-20 year life extension).

During the original planning period the County had 109 miles of tar and gravel surfaced roads that were in various stages of degradation. All these roads were past their design surface life so the first 5 year roads plans recommended resealing all 109 miles of tar and gravel roads. This work was completed in 2007 however some of these roads that were sealed earlier in the cycle will need a new surface during the subsequent planning periods.

Bridge and pipe work in the prior planning periods involved stabilizing the structures, improving safety features, and replacement of the worst structures. The County was very aggressive on implementing solutions to our bridge infrastructure needs so the bridge and pipe work needed will be less in the upcoming planning periods. All bridge structures are monitored at least every two years with approximately 50% of the structures on an annual inspection schedule due to particular concerns with those structures. Priorities are developed as the inspections proceed each year.

In 2001 Hart County had 109 miles of unpaved roads. We have added a few formerly private unpaved roads to our inventory since then. The BOC directed that we continue to pave dirt roads but had instituted a brand new program of first time paving of unpaved roads using tar and gravel. As a result of this program, the County now has 40 miles of dirt road however due to the lack of funding no additional dirt road paving has occurred in the past few years.

ASPHALT PAVED ROADS

Road Inventory:

The original long range road plan identified a need to adopt a comprehensive official roads inventory. Extensive research was performed in 2001 and 2002 to determine what roads should be included in the Hart County roads system. On November 26, 2002 the Hart County Board of Commissioners adopted an ordinance that set the official County roads inventory. All additions and deletions to this inventory can only take place through an official resolution by the Board of Commissioners. All roads that reside inside the municipal city limits of Bowersville, Canon, Royston and Hartwell have been removed from the County roads inventory.

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Ranking System:

Hart County's pavement management program used a similar rating system as the GA DOT system. This system is comprehensive and by utilizing this system Hart County can select roads that will rank higher on the GA DOT system for those roads that the County desires to submit for the various State assistance programs.

This system has basically four parts ranking the condition of the pavement, use of the road (traffic volume), number of structures per mile, and a minor score for the road based on the road's importance to the road system. This plan ranked each paved road based on these factors and also included a 5th factor for the pavement condition.

This 5th factor determined the amount of two types of cracks that are primarily observed on aged pavements. The first is called transverse and longitudinal cracking (T&L cracking) which are longer widely spaced cracks both parallel and perpendicular in the road pavement. This type of cracking is normally early evidence of future further pavement degradation. See **Illustration #1** for examples of T&L and alligator cracking.

If these cracks are sealed then water can not enter the subsurface below. If water is allowed to enter the subsurface below, the supporting structure of the pavement (base & sub base) weakens causing further cracking. This further cracking as well as other conditions such as bad base/sub base and truck traffic leads to the second type of cracking which is referred to as alligator cracking.

Illustration #1: Types of Pavement Cracking



These issues are further discussed in the pavement maintenance section of this report. This 5th factor was utilized to divide Hart County paved roads into 5 categories (excellent, good, fair, poor, very poor) new class of good/fair has been added during this planning period.

Roads were also divided into six classes depending on the type of road, traffic, truck traffic. This is important in determining factors such as paint stripping, reconstructing of base, prioritization etc. Classes listed as A,B or C depending on the volume of traffic with an A class road having higher traffic. A number was also assigned to the ABC classification to define the amount of heavy truck traffic anticipated. Roads that will have heavy truck traffic will be assigned a 1. These roads may need additional base materials when reconstructed.

Please refer to the original roads plan for a more detailed discussion on road degradation and maintenance program.

Excellent Condition Paved Roads:

Paved roads that did not have significant cracking were ranked as "excellent" condition roads. In 2003 fifty two percent (52%) of Hart County asphalt paved roads were ranked

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in this condition. This has grown to about 66% in 2006 and remained relatively stable since then. The stabilization of roads in the category is positive to ensure our inventory does not continue to decline however we would prefer that this category increase indicating an improving inventory. During the next planning period some of these roads will degrade to a lower quality rating however the roads listed in this category are not expected to need resurfacing during this 5 year planning period. (Lists attached)

Good Condition Paved Roads:

Paved roads where the pavement had less than 10% age cracking (T&L) and less than 5% alligator/fatigue cracking were ranked as "good" condition roads. Roads that had limited alligator cracking were allowed to have a higher percentage of T&L cracking due to the fact that the T&L cracking was apparently not leading to significant alligator cracking. The lack of alligator cracking in these cases indicates that traffic and base conditions are better than normal and thus deserve a higher condition ranking.

Twenty five percent (25%) of Hart County paved roads were ranked in this condition in 2003. The percentage of roads in this category has grown slightly but remains in the same 25-27% range.

This is the ideal time to resurface a paved road. At this point the cost for resurfacing is the lowest due to the lower amount of patching required. These roads are inspected regularly to continue to monitor their condition but unless the funding is available these roads may not receive a new surface during the next 5 year planning period. The roads listed in this category may need to be resurfaced during this planning period however due to the limited funding available the roads in the next worst category of "fair" should be a higher priority for resurfacing.

Sealing these roads will be a continued practice from the original roads plan so that no further deterioration to the next level of "fair" condition will occur during the planning period. Sealing of bad patches of alligator cracking will be with the patch machine that can patch small sections of alligator cracking and/or with strip sealing for larger sections.

Fair Condition Paved Roads:

Paved roads that had 10-50% T&L cracking and 5-10% alligator cracking were ranked as "fair" condition roads. Twenty three percent (23%) of Hart County's paved roads were ranked in this condition (or worse) in 2003. This was reduced to 3% of the paved roads in Hart County in 2012 however has grown to 6% for 2014. The decline to 3% was a result of the implementation of a successful road long range plans however the recent growth in percentage of roads in this category is indicative of the lack of adequate funding for road paving over the past few years.

These roads should be resurfaced during this planning period at an estimated cost of \$3,500,000 however the lack of funding will most likely not make this goal possible. At this point the road has developed significant overall age cracking and a fair amount of road fatigue (alligator) cracking. Due to the lack of funding these roads must be sealed

with tar and gravel to stabilize these roads and not result in further degradation which will be even more costly to rehabilitate. During the next five year planning period these roads should be a top priority to be resurfaced with new asphalt.

Maintenance of Paved Roads:

Illustration #4 is a diagram showing that a pavement on a paved road is similar to a roof on a house where both must shed water to protect the structure below. If water is allowed to get below the pavement it weakens the structure below the road causing the pavement to fail.

Roads develop cracks from natural and manmade forces as the pavement ages. These cracks allow water to enter below the pavement causing additional fatigue/alligator road cracking. When fatigue cracking occurs, this area must be removed and replaced prior to resurfacing.

The goal is to minimize the amount of water getting below the pavement. This is done by both sealing cracks when they occur and by ensuring that road surfaces drain properly and do not allow water to stand on the road.

Sealing every crack on our County roads would be very labor intensive however it is important that we seal all fatigue cracking on an annual basis to minimize the spread of this fatigue cracking. In response to the need to seal our roads in a cost effective manner we have implemented a tar and gravel sealing system for our paved roads that have been identified as needing significant sealing. The tar and gravel process is not a popular process with the traveling public. It produces a rougher road surface than asphalt and in some instances produces excess tar. In addition loose stones can cause temporary conditions where the public must slow down. We continue to refine and improve this process including some recent pilot programs we have instituted. One such pilot program involved an additional layer of tar followed by a sand layer. This produced a smoother ride and reduced the effects of loose stone however it did produce dusty conditions and excessive tar in some situations. More recently we performed a side by side pilot program with a new process of eliminating the final tar and sand layer and sweeping the loose stone. This produced similar if not improved performance as well as reducing the cost so we are using this process and have eliminated the final sand and tar layer.

For more heavily traveled roads we have also implemented new traffic controls. When we place the t&g surface we close the road and provide detours where possible. The final gravel layer may need to sit overnight and be swept the next day so we attempt to keep traffic off this road until we sweep the loose stone. Although we require lower speed limits and place signage, at times we still have traffic that refuses to adhere to the warnings. Unfortunately if we do not seal our roads we end up with a roads inventory

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that is too costly to keep up with and will pass significant financial burdens on to the subsequent County management.

The other important factor is to keep water from standing on our roads. As vegetation grows on the edge of the pavement, it increasingly prohibits water from leaving the road surface. To correct this problem the shoulders and ditches must be scraped on a routine basis. This also makes our roads safer by not allowing water to puddle on our roads creating unsafe driving conditions.

Illustration #4: Clipping Shoulders

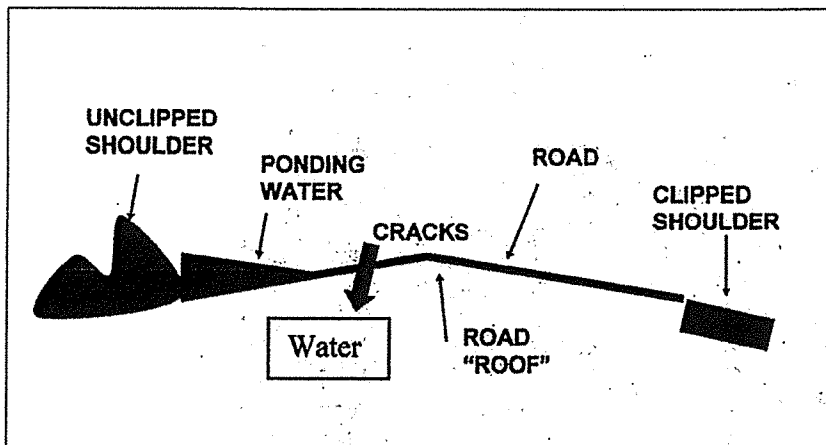


Illustration #5 & #6 shows a road before and after the shoulders have been clipped. The Before picture has grass on the pavement, and clumps of grass and dirt that do not allow water to leave the road. In the after picture (#6) the dirt, grass both on and adjacent to the road have been removed allowing water to leave the road. Alligator cracking is also evident in the after picture from where water had stood on top of the pavement and the pavement had failed as a result of this.

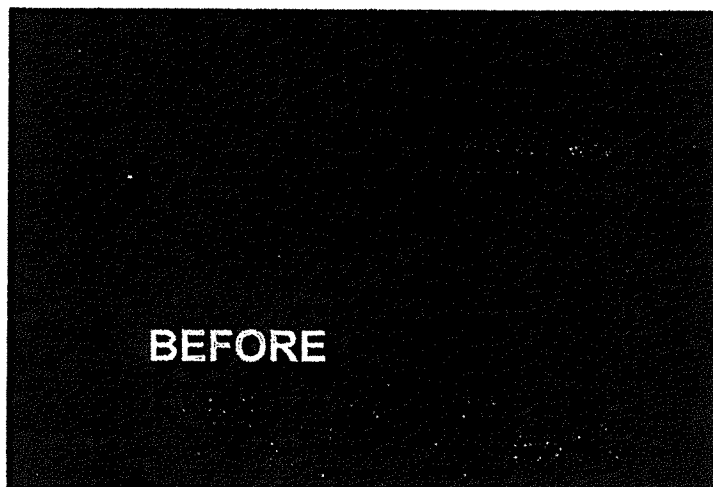
We have been implementing a cycle for our paved roads whereby we clear the shoulders, ditches and pipes on a regular basis.

Some of our roads also need paint stripping. It is estimated that paint stripping will last 5 years and must be redone every five years. At a minimum (depending on the class of road, i.e. amount of traffic) some roads should be striped while others (low traffic) could remain unstriped. Additionally a minimum those roads that are to receive stripping should have the center yellow stripes painted. Some roads may warrant addition side stripping (white). An annual allocation should be budgeted each year for stripping.

Maintenance of Gravel Roads:

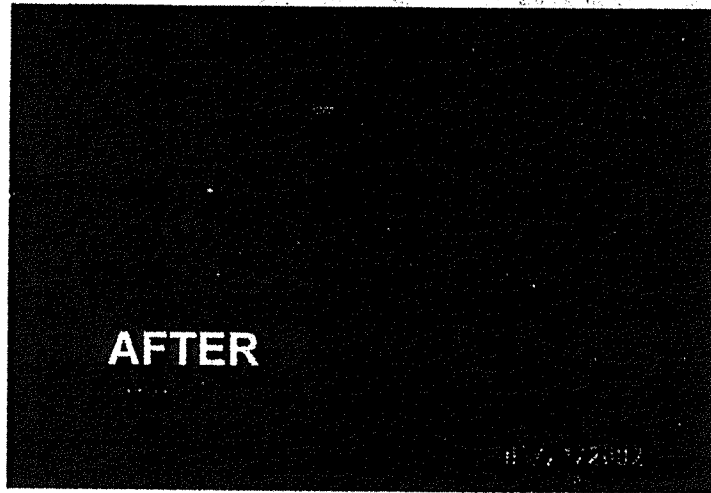
Hart County currently has approximately 40 remaining miles of dirt road (gravel surfaced roads). These roads develop potholes, washboards, loss of stone and other conditions which make travel difficult. These roads are maintained by scraping and placing new stone on a periodic basis. In 2005 we started the first full time maintenance program for our dirt roads where we have one motor grader that does nothing but maintain our dirt roads on a full time basis. This program has proven to be highly successful and will be continued. More recently we pilot tested using a compaction roller on the roads during maintenance which has produced a better dirt road product.

Illustration #5: Before Shoulders Clipped



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Illustration #6: After Shoulders Clipped



First Time Paving, Pave Roads vs. Gravel Roads:

At the directive of the BOC, in the first planning period the county adopted a first time dirt road paving program using tar and gravel. This program was suspended in the recent years due limited funds. It is recommended to be continued as soon as funds become available in the coming years.

Roadside Vegetation Control:

During the last five year planning period the County switched from an outsourced contracted roadside maintenance program to an in house program. This program has proven to be very successful in reducing road side vegetation for safer travel. Below is a prime example of a dangerous condition that has been addressed by our crews.

BEFORE



AFTER



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PART 2: BRIDGES AND PIPES OVER LIVE CREEK CROSSINGS

This section of the roads plan addresses the County's bridge structures. Bridge structures identified in this plan only include pipes, bridges and culverts that have water flowing in them during dry weather. The original roads plan included developing a comprehensive list of these structures along with recommended actions for the planning period.

It is important to note that the GADOT does a biennial inspection of some of our larger bridge structures. We have taken action on replacing or repairing several of the deficiencies noted on these reports however some of these structures will require very costly replacement and will probably be recommended to be abandoned during this planning period should the condition of the structure deteriorate to the point that it must be closed or replaced.

Problems identified in the original plan:

By far the biggest problem affecting the structures needing work was voids that were created under the road surface due to erosion below the structure. The majority of these have been corrected during the prior planning periods however sometimes these problems are not readily detectable especially in concrete pipe. If additional void erosion occurs it will be corrected immediately due to the fact that this situation could lead to a bridge failure.

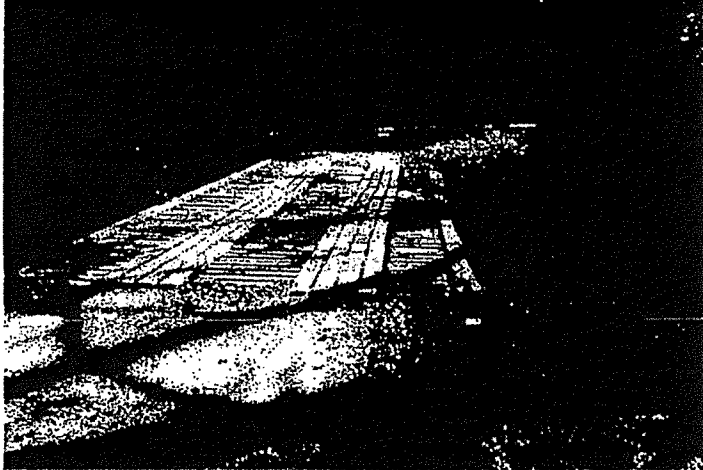
The second problem affecting bridge structures that need work was an obstruction and/or a problem with the stream channel. Although these have been corrected during the prior planning periods, obstruction removal (especially beaver dams) is an ongoing maintenance issue that will continue to be addressed.

The third major problem is where the road surface has settled at the bridge structure. Settling of the road surface could be indicative of void erosion but in most cases is the result of poor installation of the fill materials when the structure was original constructed. These situations must be corrected in order to reduce the vehicle loading on the structure, create safer driving conditions, and to create a better road surface for the public.

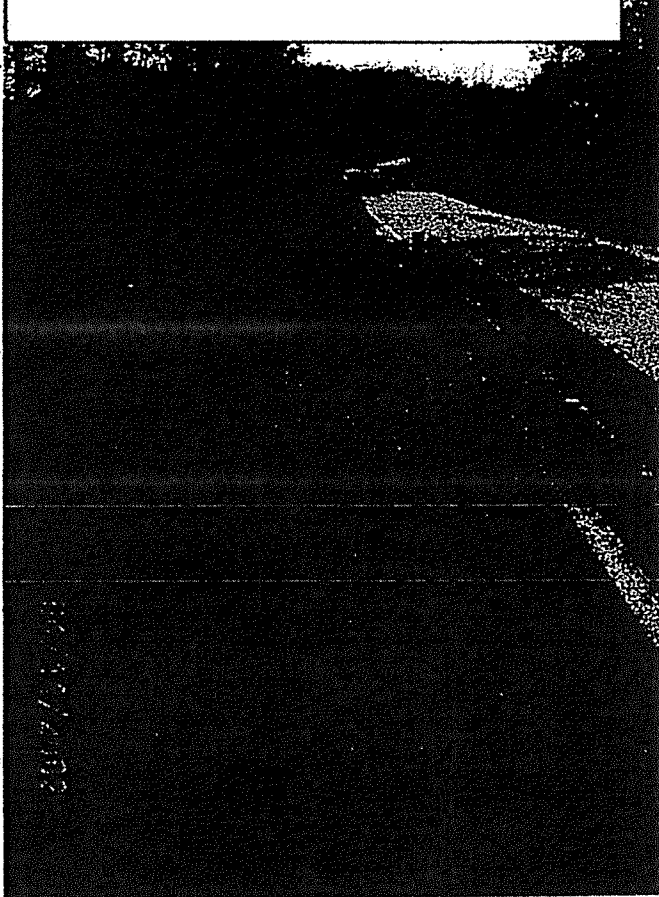
Another category of bridge structure problems are not as specific as the previous problems described. Several of our bridge structures have extensive damage that will require extensive repair or replacement. Some of these have already been replaced however in some instances the cost of repair or replacement is too costly and the recommended solution may be to close the structure permanently if a convenient alternative route is available.

Two bridges should be closed and taken out of service when the DOT indicates that they are unsafe for travel. On Highway 29 towards Royston, the State realigned the road in two sections to eliminate three old bridges. These roads and bridges were acquired by the County. To replace these bridges will cost in excess of \$1,000,000. In both instances there is another way to travel on these roads if we take these bridges out of service.

EXAMPLES OF COSTLY BRIDGE REPLACEMENTS:

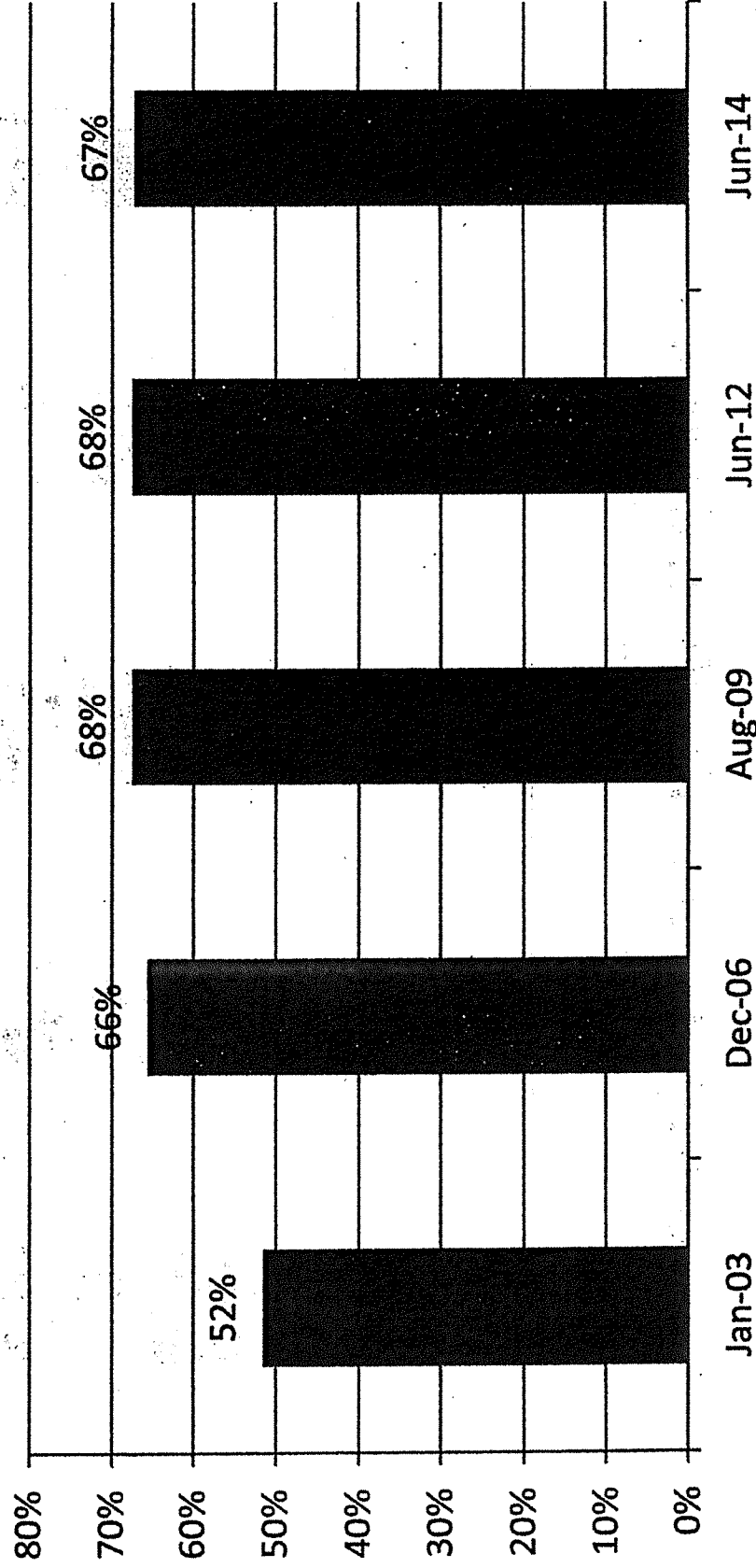


More Extensive Problems

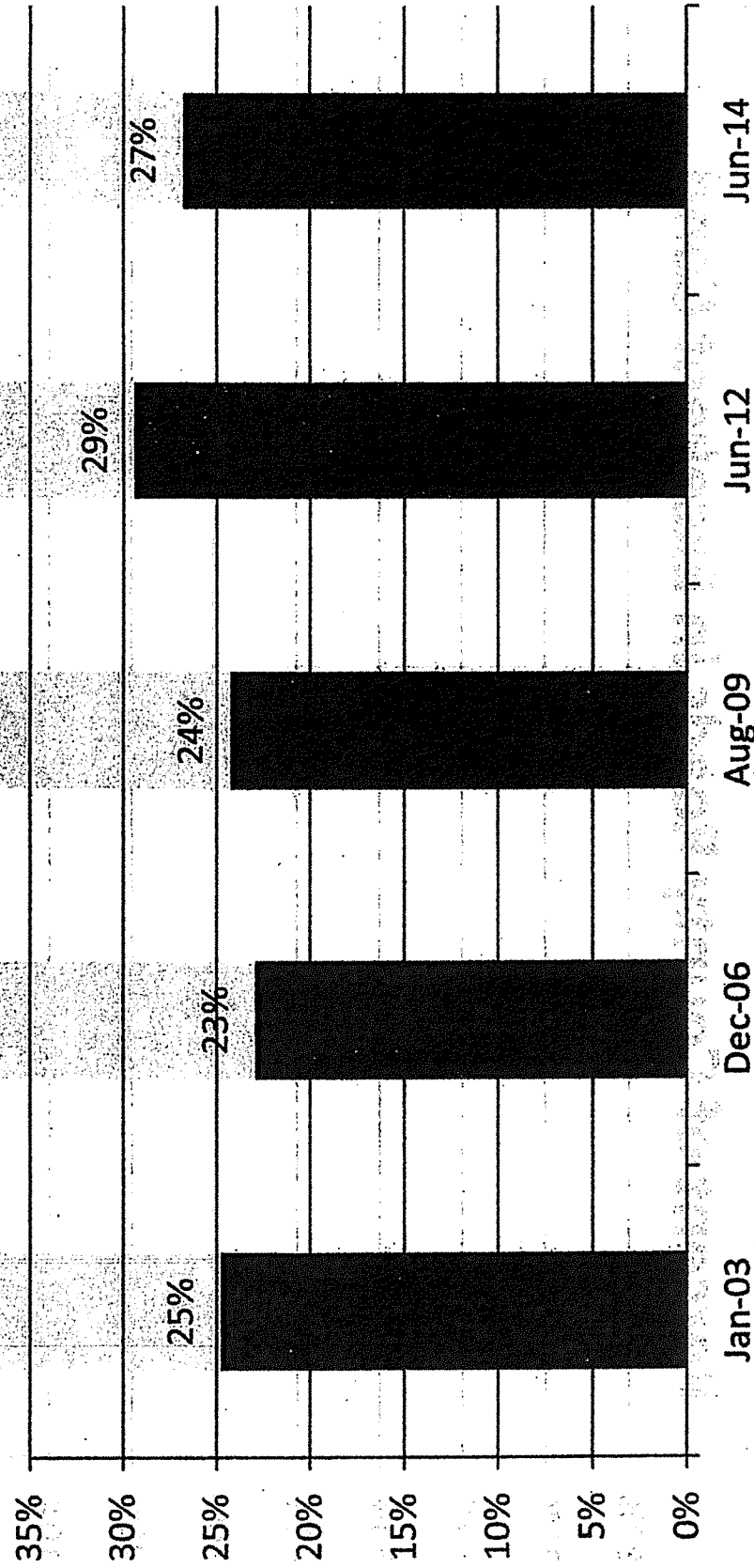


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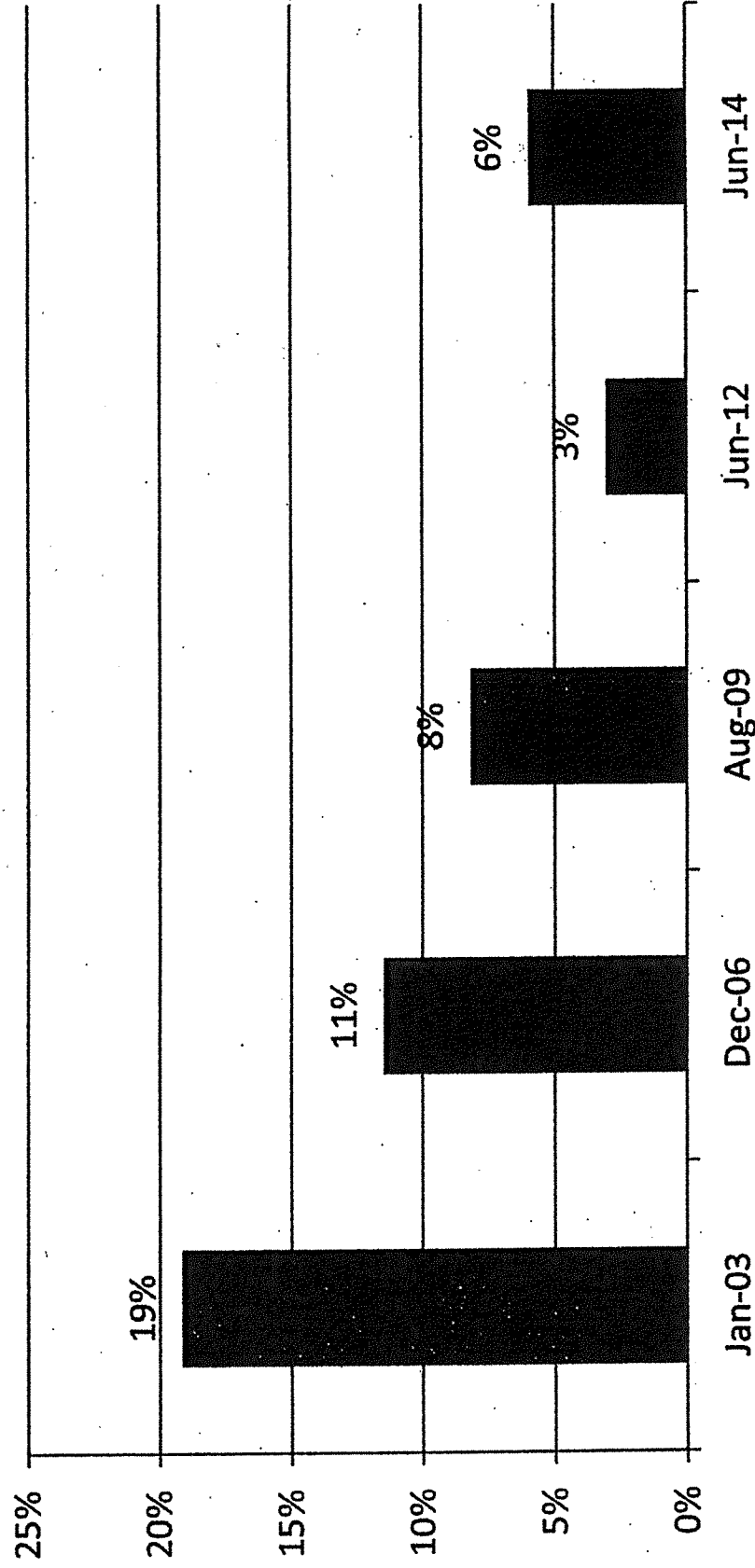
Percent of County Roads in Excellent Cond.



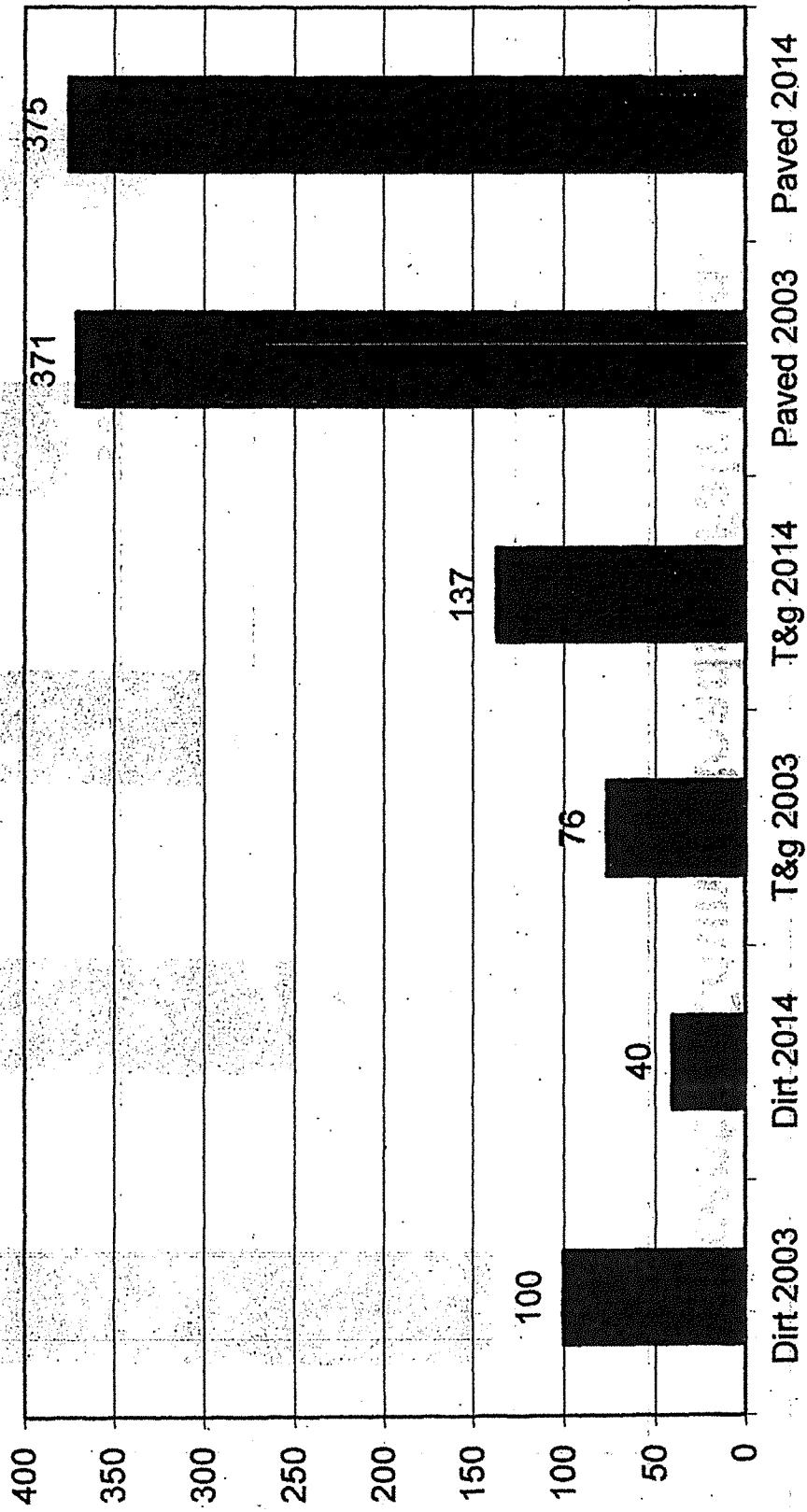
Percent of County Roads in Good Cond.



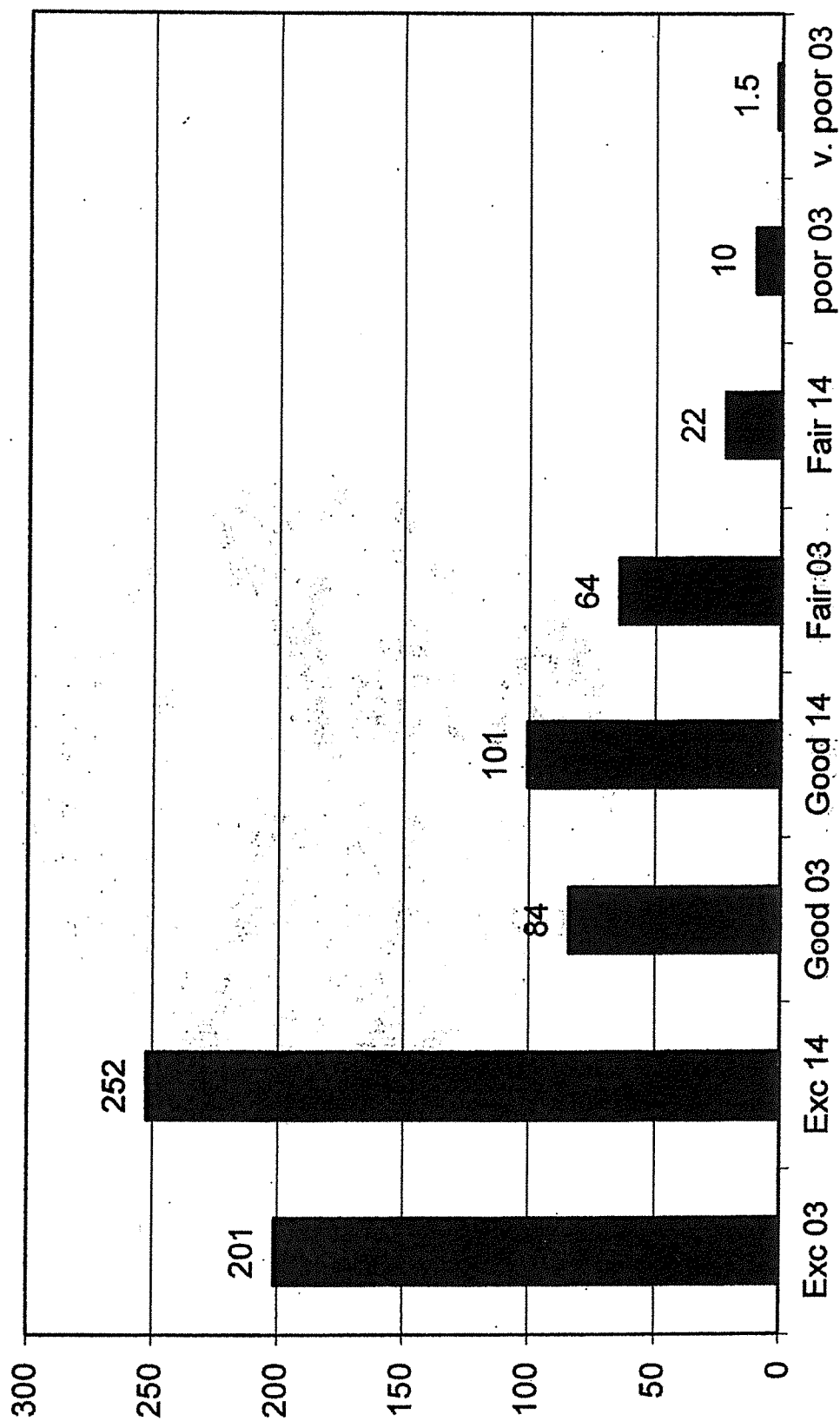
Percent of County Roads in Fair Cond.



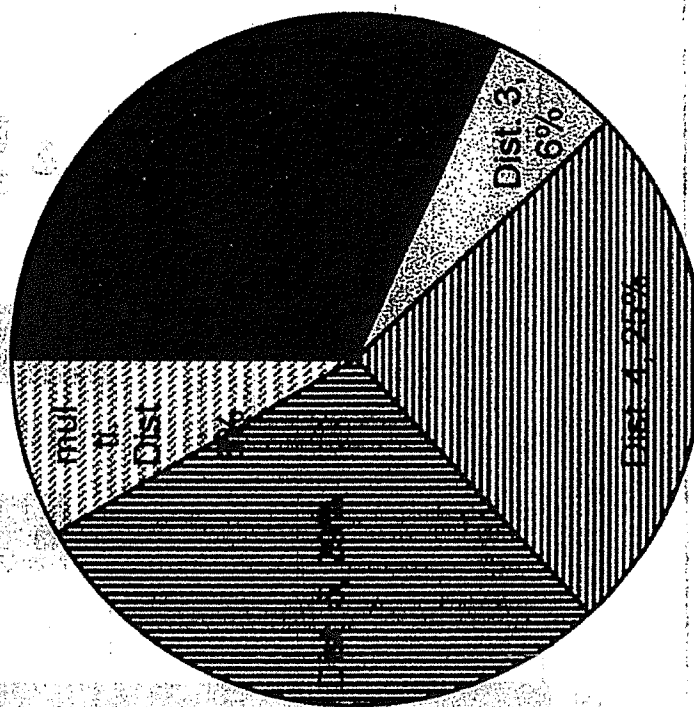
Type of Road Surface 2003 vs 2014 (miles)



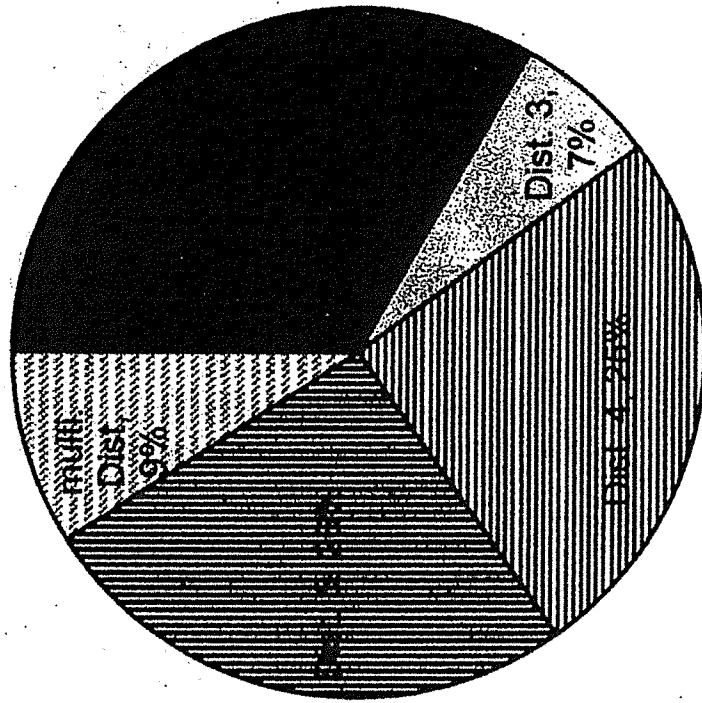
Paved Roads Condition 2003 vs. 2014 (miles)



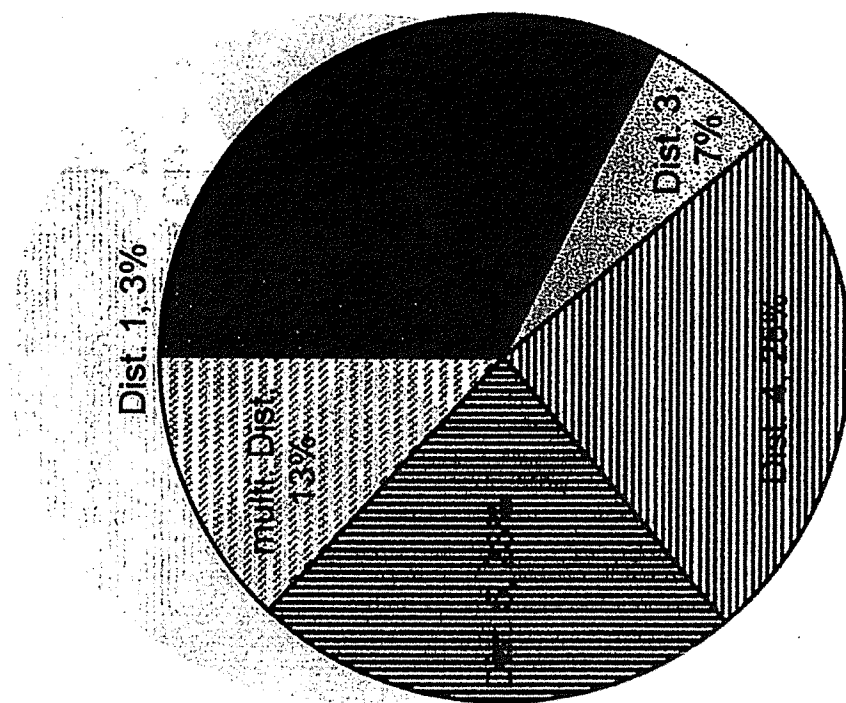
Percent of Total Road Miles Per District



Excellent Condition Paved Roads Breakdown

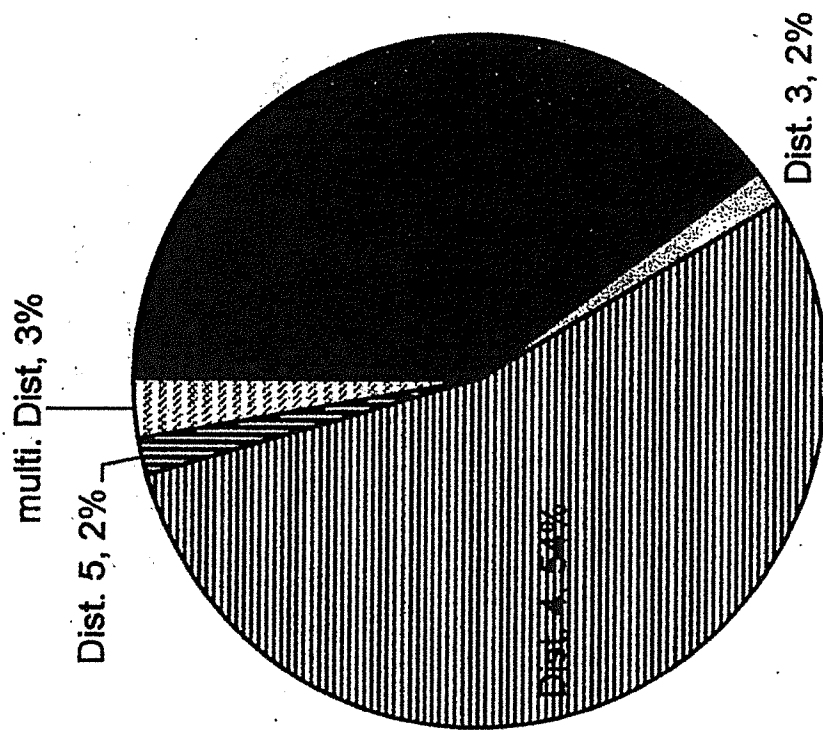


Good Condition Paved Roads Breakdown

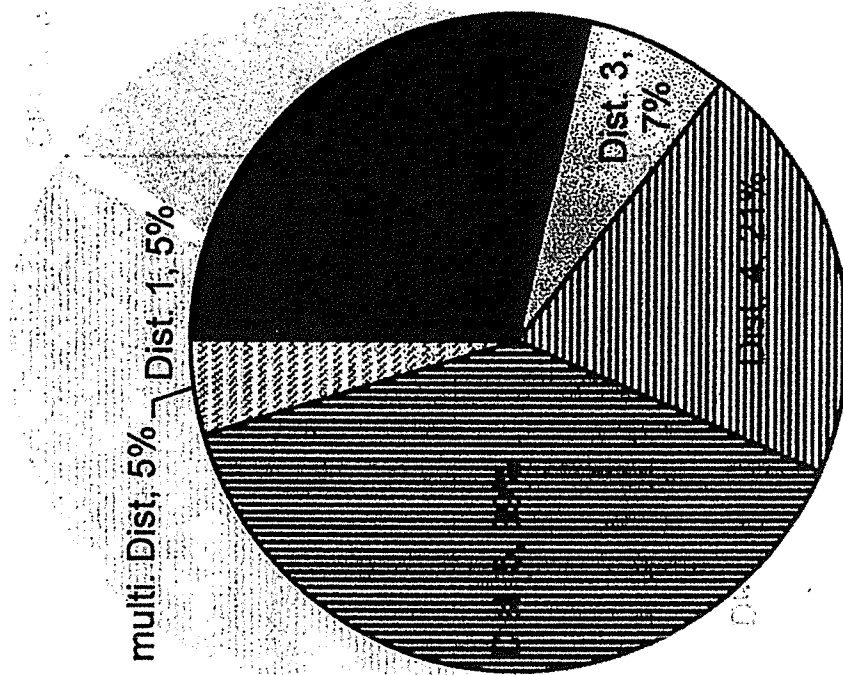


2023/2024 - Budget - Paved Roads - \$1,000,000

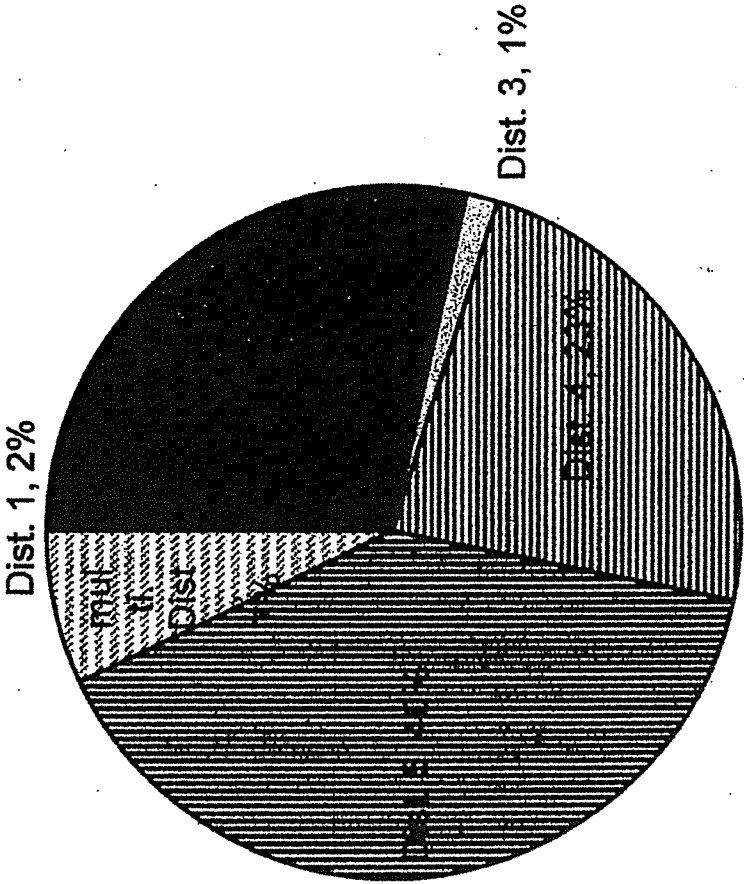
Fair Condition Paved Roads Breakdown



Percent of Tar and Gravel Miles Per District



Percent of Dirt Miles Per District



HART COUNTY LONG RANGE ROADS PLAN APPENDIX A.1: Excellent Condition Paved Roads

ROAD NAME	CR#	Type	DI	MILE.	Date eval.	pave date			
Almar Rd. pt 2	12	p	1	0.047	2013		from 77sp see lca		
Amos Craft Rd.	407	P	1	0.342	2014				
Bo Hill Estates	402	P	1	0.216	2012				
Cedar Creek Cir	401	P	1	0.653	2013	2003			
circle dr		p	1	0.088	2013				
clay street	337	p	1	0.280	2006	2007	county contract 2007		
Coldwater Creek Rd.	45	P	1	1.103	2013				
Collier Rd.		p	1	0.364	2014				
Cromer Rd.	28	P	1	0.486	2013	2001			
Cromer Rd. spur		P	1	0.023	2013	2001			
E&M Dairy Rd.	48	P	1	1.243	2013	2004			
Elizabeth Rd	33	P	1	0.910	2013				
Ellis Dr.	56	p	1	0.746	2012				
Ernest Oliver Dr.	52	P	1	0.997	2012		getting close to good cond		
Evalena Dr.	409	P	1	0.242	2011				
Georgia Dr.	378	P	1	0.237	2014				
Golf Course Rd.	57	p	1	0.934	2014	2006	road ends at 0.934 mi		
Grove Hill Rd.	438	P	1	0.140	2012				
Grover blvd	409	p	1	0.050	2013				
Heard Dr. pt1	643	P	1	0.073	2013				
Hodges Mill Rd.	53	P	1	2.669	2013	2006			
Homestead Rd. pt 1	23	P	1	0.430	2013	2005			
Homestead Rd. pt 2	23	P	1	0.253	2013				
Janice Dr.	54	P	1	0.271	2013	2005			
King Dr.	389	P	1	0.461	2013				
Liberty Hill Rd. pt 1	20	p	1	1.365	2014	2014	from 77 to lib hill ch rd widened		
Liberty Hill Rd. pt 2	20	p	1	1.136	2014	2007	from lib hill ch rd to sb white co		
Liberty Hill Ch Rd. pt2	511	P	1	2.460	2011	2011	STATE AID 2011		
Lucilla Dr.	410	P	1	0.127	2013				
Monique dr		P	1	0.298	2013				
Old Sardis Dr.	473	P	1	0.384	2014				
Parkdale Dr.	381	P	1	1.346	2013				
Pearson Dr.	56	P	1	0.335	2013				
Pete Allen Rd.	15	p	1	0.544	2011	2005			
Prairie Rd.	384	p	1	0.191	2012				
Reba Dr.	614	P	1	0.235	2013	2002			
Rowland Hills	545	P	1	0.279	2014				
Sardis Church Rd.	474	P	1	0.154	2014				
Scott Town Dr.	408	P	1	0.381	2013				
Sterling Dr.	22	P	1	0.431	2011				
Sylvester Drive	674	p	1	0.125	2014				
Tefel East Dr.	611	P	1	0.294	2013				
Tefel West Dr.	610	P	1	0.273	2013				
Valley Hart Rd.	547	P	1	0.510	2012				
Windsong Rd.	14	P	1	0.340	2013				
Zion CME Church Rd.	509	P	1	1.790	2012	2002			
Apache Tr.		p	2	0.161	2011	2006			
Attis Point Dr.	664	p	2	0.323	2014	2007	sealed with t&g		
Bamboo Pt. Rd.	440	P	2	0.261	2013				
Bass Rd.	3	P	2	0.335	2013				

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HART COUNTY LONG RANGE ROADS PLAN APPENDIX A.1: Excellent Condition Paved Roads

ROAD NAME	CR#	Type	DI	MILE.	Date eval.	pave date			
Beaver Lodge Rd. pt 1	487	P	2	0.237	2013				
Bella Vista Dr.	619	P	2	0.150	2013				
Bent Creek Rd. pt1.	322	P	2	0.354	2013	2002			
Boat Rd.	291	P	2	0.269	2013	2000			
Bobwhite Dr.	391	p	2	0.371	2013		fair cond paved road sealed 20		
Boleman Hill Rd. pt 1	301	P	2	0.394	2012	2004			
Bramblewood Dr.	488	P	2	0.141	2013	2007			
Breezy Point	495	P	2	0.188	2014	2006			
Brown Cir.	428	P	2	0.436	2013				
Carters Ferry Rd.	310	P	2	1.350	2013	2003			
Cedar Ridge Rd.	485	P	2	0.737	2013	2007			
Cedar Ln	270	P	2	0.366	2013				
Cokesbury Church rd	536	p	2	0.346	2013	2011			
Cove Tr.		p	2	0.034	2013				
Crumps Rd.	232	P	2	1.370	2013	2002			
Early Dr. pt 2	315	P	2	0.391	2013		10 ft wide fr old reed crk dr to c		
Elrod Ferry Rd. Pt 1	332	P	2	0.565	2013	2002	08,y	ends meth park ln, cr	
Falcon Dr.	391	p	2	0.325	2013	2012			
Fishermans Cove	475	P	2	0.066	2013	2002			
Foxtail Dr.	374	p	2	0.314	2013				
Foxtrot Ln.	543	P	2	0.215	2013				
Freedom Hghts Dr		P	2	0.687	2013				
Friendship Dr.	483	P	2	0.216	2013				
geneva road		p	2	0.180	2013				
Glen Dr.	388	P	2	0.161	2013	2007	10 ft wide, fari cond paved roa		
Good Dam View Rd.	31	P	2	0.423	2013				
Graham way		P	2	0.046	2013	2004			
greenbriar		p	2	0.486	2013				
Hart State Park Rd.	261	p	2	0.263	2013	2002	safety project 2008		
Hidden Point Rd.	437	P	2	0.675	2013	2006			
Hillandale Rd.	621	P	2	0.578	2013	2006			
Hodges Ln. pt1	654	p	2	0.170	2012				
Honeysuckle Ln.	489	P	2	0.241	2013				
Hummingbird Rd.	372	P	2	0.439	2013				
Idlewood Lane		p	2	0.180	2011	2002			
Jim Garvey Rd.	439	P	2	0.266	2013				
Jonaustin Way		P	2	0.294	2013	2004			
Kimberly Ln.	486	P	2	0.134	2013				
lake pointe lane	334	p	2	0.065	2013				
Lamb Rd.	484	P	2	0.065	2013				
Lanier St.	264	P	2	0.153	2013				
Lewis Dr.	415	P	2	0.321	2013				
Liberty Ln.	21	P	2	0.426	2014				
Lightwood Rd.	291	P	2	2.385	2013	2003			
Lindy Ln.	607	P	2	0.598	2013	2005	sealed 2005		
Lost Tr.	642	P	2	0.559	2013				
Majestic Shores Ln.	648	P	2	0.161	2013				
Majestic Shores Rd. pt 1	647	P	2	0.386	2013				
Mclsbury ct		P	2	0.050		2002			
McMullan Rd.	539	P	2	1.108		2009	county contract 2008		

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HART COUNTY LONG RANGE ROADS PLAN APPENDIX A.1: Excellent Condition Paved Roads

ROAD NAME	CR#	Type	DI	MILE	Date eval.	pave date			
Melody Farms Dr.	681	p	2	0.130	2014	2014			
Melody Ln.		P	2	1.240	2014	2014			
Melody Point rd		P	2	1.038	2011	2001			
Methodist Park Ln.	332	P	2	0.395	2013	2002	safety project 2008		
Milltown Rd. pt 1	312	P	2	1.031	2013	2003	Five Forks to Carters Ferry CR carters ferry to end at corp mill		
Milltown Rd. pt2	312	P	2	0.890	2013	2007			
Moreland heights ct	672	p	2	0.040	2014				
moroeland heights	672	P	2	0.268	2014				
Musket Trail		P	2	0.240	2013	2012			
Mustang Dr.	517	P	2	0.737	2014				
Nelle Dr.	620	P	2	0.312	2013				
New Hope Rd.	282	P	2	1.736	2013	2004			
New Prospect Rd. pt1	317	P	2	1.000	2014	2014	51 to pineywoods		
Nursery Rd.	444	P	2	0.520	2011				
Old Andersonville Rd	694	P	2	1.710	2012	2006			
Old Oak Tr.	491	P	2	0.176	2013				
Old Reed Creek Rd.	357	P	2	0.567	2013	2007			
Parham Rd.	231	P	2	1.039	2013	2002			
Pineywoods Rd.	319	P	2	0.520	2013				
Powder Ramp Rd.	426	P	2	0.301	2013				
Powderbag Creek Rd.	268	P	2	1.075	2013				
Quail Rd.	296	P	2	0.473	2014				
Rabbit Run	676	P	2	0.208	2013				
Rainbow Dr.	308	P	2	1.006	2013				
Reed Creek Heights Dr.	631	P	2	0.410	2014				
Reed Creek Heights Tr.	632	P	2	0.304	2014	2007			
Reed Creek Point	295	P	2	0.990	2009	2010	LARP 2010		
Reed Creek School pt 1	301	P	2	1.710	2013	2001	safety project 2008		
Reed Creek School pt 2	301	p	2	0.454	2013	2004	safety project 2008		
Rellim Way		P	2	0.155	2013	2004			
Ridge Rd.	260	P	2	3.230	2013	2000			
Ridge Terrace Ln.	387	P	2	0.149	2013				
Ridgewood Ln.	527	P	2	0.322	2013	2005			
Ridgewood Dr.	526	P	2	0.873	2013	2005			
Robin Hood Ln.	492	p	2	0.202	2013	2001			
Sentu Way	605	P	2	0.271	2012	2002			
Shea Drive		P	2	0.106	2013				
Shirley's Way	618	P	2	0.308	2013				
Sidney Dr	606	P	2	0.035		2002			
St James Rd. pt2	3	P	2	1.033	2013		bass rd to turner rd		
Stansell Dr.	303	P	2	0.759	2014	2007	was fair cond paved rd sealed		
Stillwood Dr.		P	2	0.500	2013				
Stinson Ct.	518	P	2	0.135	2014	2007	was fair cond paved rd sealed		
Sugarcane Dr.		P	2	0.301	2014	2002			
Sunnybrook Ln.	262	P	2	0.879	2013				
Timberlane Dr.	429	P	2	0.120	2013	2006			
Tranquility Ln	301	P	2	1.458	2013	2005			
Tugaloo Point	602	P	2	0.400	2014				
Turner Rd.	3	P	2	1.568	2013				
Vanna waller rd	269	P	2	0.706	2013				

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ROAD NAME	CR#	Type	DI	MILE.	Date eval.	pave date			
Watersedge Dr.	616	P	2	0.274	2013				
Wayne Cir.	382	P	2	0.366	2013				
Wayne Cir. Ext.	635	P	2	0.085	2013				
West End Dr.		P	2	0.209	2013				
Westover		p	2	0.048	2013				
Westwood Cir.		P	2	0.371	2011				
Wicker Rd. pt1	542	P	2	0.422	2013				
Wilderness Pt.	603	P	2	0.221	2011	2009	tg sealed first 0.1 mile 09		
Wineberger Rd.	435	P	2	0.433	2012				
Woodbine Way	373	P	2	0.501	2013	2007	10 foot wide		fair cond p
Woodhurst Dr.	415	P	2	0.375	2013	2006			
Woods Lane	671	P	2	0.284	2013	2001			
York Shores Dr		P	2	0.206	2013	2004	Accepted 1 25 05 BOC ROW s		
York Shores Ln		P	2	0.223	2013	2004	Accepted 1 25 05 BOC ROW s		
Airline School Rd.	508	P	3	1.932	2012	2005			
Ankerich Rd.	184	P	3	1.842	2013				
Baileys Garage Rd.	208	P	3	1.490	2010	2010	larp 2010		
Bannister Dr.	458	P	3	0.125	2014	2007			
Capri Cir.	425	P	3	0.173	2011	2009			
Capri Dr.	425	P	3	0.670	2013	2004			
Fisher Dr.	218	P	3	0.218	2011				
George Burns Ln.	673	p	3	0.192	2013	2002			
golfview dr		p	3	0.310	2012	2007			
Gurley Rd	211	P	3	0.691	2012				
highland ave pt 1	203	p	3	0.157	2014		city limits to scott mill rd		
Highland ave pt 2	203	p	3	0.189	2014	2002	from scott mill rd		
Jud Cole Rd.	213	P	3	1.067	2013	2002			
Marsh Ln.	216	P	3	0.245	2012				
Martin Dairy Rd.	181	P	3	0.934	2012	2005			
Nancy Heights	353	P	3	0.168	2013	2005			
Northlake Dr.	623	P	3	0.230	2013	2006			
Old Beacon Light Rd. pt2	188	P	3	0.362	2013	2004			
Persimmon Dr.	464	p	3	0.420	2014	2006			
Rainbow Ln.	624	P	3	0.385	2011	2009			
Shady Hills Rd. pt 1	528	P	3	0.250	2012				
Spencer ln		p	3	0.372	2012	2007			
Springdale dr	258	P	3	0.180	2012				
Sunset Cir.	345	P	3	0.328	2012	2002			
Sunset Dr.	346	P	3	0.498	2012				
Sunset Rd.	217	P	3	1.170	2012				
Vickery St. Ext.	259	P	3	0.883	2011	2009			
Woodland Dr.- Cannon	214	P	3	1.395	2012	2002			
Ack Powell Rd. pt 1	405	P	4	0.195	2012	2003			
Adams Town Rd. pt 1	176	P	4	1.550	2013	2009	from lou girly to lankford LARP		
Alderman Ln.	432	P	4	0.209	2012	2004			
Arrow Ln.	559	P	4	0.280	2014	2004			
Arrowhead Dr.	555	P	4	0.561	2014				
Beacon Light Rd.	187	P	4	2.909	2013	2007	LARP 2007		
Belva Ln.	229	P	4	0.090	2012				
Ben Shirley Ln.		P	4	0.303	2010				

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ROAD NAME	CR#	Type	DI	MILE	Date eval.	pave date			
Bow Dr.	558	P	4	0.453	2014				
Bowersville Rd.	341	P	4	0.647	2011	2009			
Byrum Cemetary Rd. pt 1	275	P	4	0.262	2010				
Cedartown Rd.	639	p	4	0.251	2013				
Chateau Estates Rd.	514	P	4	0.841	2014	2005			
cherokee plaza		p	4	0.084	2013				
Christian Dr.	478	P	4	0.328	2013				
Collins Rd.	364	P	4	0.507	2013				
Cross Creek Tr. Pt 1	241	P	4	0.020	2010				
Delta Way	431	P	4	0.121	2012	2004			
Doyl Rd. pt1	179	p	4	0.573	2014	2002	2002 paved over t&g, lankford		
Fred King Rd.	227	P	4	1.226	2013	2005			
Freeman Dr.	549	p	4	0.187	2012				
Gilliam Rd.	238	p	4	0.921	2013		strip sealed midsection 2007		
Greenwood Rd. pt2	288	P	4	0.530	2013				
Griffin Rd.	240	P	4	1.813	2012	2001			
Harbor Heights Cir.	553	P	4	0.250	2014	2004			
Harbor Heights Ln.		P	4	0.193	2014				
Harbor Light Marina Rd. pt 2	355	P	4	0.400	2011	2010	LARP 2010 circle at end		
Highland Ridge Dr		P	4	0.580	2013	2004			
Highland Shoals Ct		P	4	0.115	2013	2006			
Holly Hills Dr.	520	P	4	1.035	2013	2002			
Honeysuckle Rd.	419	p	4	0.426	2013		sealed 2007		
Junction 77 Rd.	507	P	4	2.241	2012	2004	safety project 2008		
Justin Rd.		p	4	0.138	2013				
Kelly Rd.	186	p	4	1.252		2009	county contract 2008		
Kings Bench Dr.	576	P	4	1.007	2013	2001			
Knox Bridge Rd.	247	P	4	0.326	2012	2007	sealed 2007		
knox circle		p	4	0.300	2012				
Knox Dr.	625	P	4	0.272	2012				
Knox Ln.	626	P	4	0.122	2012				
Lakeview Rd.	273	P	4	1.713	2014				
Lou Gurley Rd.	189	P	4	2.675	2013				
Marys Lane		p	4	0.190	2011	2008	accepted by BOC 7/27/10		
Morris Rd.	226	P	4	1.144	2013	2007			
Mount Olivet Rd.pt 1a	503	P	4	3.000	2014	2014	from 51 to beacon light rd		
Old Beacon Light Rd. pt1	188	P	4	1.223	2013				
Old Mt. Hebron Rd.	230	P	4	0.872	2009	2010	LARP 2010		
Panorama Dr.	434	P	4	0.600		2011			
Park Place Dr.	597	P	4	0.433	2013	2002			
Payne Rd.		P	4	0.266	2013				
Paynes Creek Rd.	362	P	4	1.212	2013	2011			
Pineview Ln.	406	P	4	0.218	2013	2002			
Placid Cove Dr.	692	P	4	0.272	2012				
Placid Cove Tr.		P	4	0.067	2012				
Rays Rd.	583	P	4	0.350	2012				
Reed Rd.	196	P	4	1.992	2012	2004			
Reno Dr.	233	P	4	0.838	2013				
Ridgeview Rd.	501	P	4	2.930	2013				
Rock Springs Rd. pt 1	503	P	4	2.171	2012	2005	mt ol to lakeview, cr 362 also,		

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ROAD NAME	CR#	Type	DI	MILE.	Date eval.	pave date			
Rocky Ford Rd. pt 1	503	P	4	1.426	2014	2003	safety project 2008		
Roper Rd.	241	P	4	0.983	2013	2003			
Sawyer Ln.	419	P	4	0.185	2013				
Shirley Rd.	251	P	4	0.984	2012	2005			
Shoal Creek Church Rd.	245	P	4	1.720		2009	sealed 2007, county contract 2		
Shoal Creek Crossing	533	P	4	0.755	2012	2004	sealed 2004		
Shoal Creek Rd.pt 3	197		4	2.849	2014	2014	from lav hwy to reed rd		
Shoal Creek Rd.pt 2	197		4	0.262	2013	2005	77 to reed rd	safety proj	
Stovall Rd.	190	P	4	0.646	2013				
Tahoe Ct.	481	P	4	0.084	2013	2002			
Tahoe Dr.	463	P	4	0.591	2013	2002			
Tea Pee Ln	558	p	4	0.209	2014				
Twin Branch Rd. pt 1	339	P	4	1.305	2012		from ridgeview to fc line		
Walt Wilson Rd.	286	P	4	0.547	2012	2004			
Walters Rd. pt1	503	P	4	1.150		2009	rock sprg rd to griffin rd LARP		
Whippoorwill Cir.	242	P	4	0.913	2014				
Will Bailey Rd.	236	P	4	2.468	2013	2006			
Willis Rd. pt 1	247	P	4	0.066	2012				
Willis Rd. pt 2	247	p	4	0.230	2012	2006			
Winter Ln. pt 1	493	P	4	0.420	2013	2003			
Wolfe Creek Tr.	638	P	4	0.405	2013				
Airline Goldmine Rd. pt1	508	P	5	3.825	2013		from airline end		
Airline Goldmine Rd. pt2	508	P	5	0.890	2014	2014	from 29 highway		
Akins Lunsford Rd.	153	P	5	0.964	2012				
Alexander Ray Rd. pt 2	141	p	5	0.118	2011				
Andrew Floyd Rd pt 1	162	p	5	0.583	2014	2005			
Asbury Rd.	128	p	5	0.407	2014				
Ayers Rd. pt 1	416	p	5	0.091	2014				
Bakers Bridge Rd.	133	P	5	2.750	2014		monitor road surface condition		
Beaverdam Farm Rd.	143	P	5	3.987	2013	2006	safety project 2008		
Bert Moorhead Rd.	349	P	5	1.252	2014	2005			
Bethany Ln.	83	P	5	0.383	2014				
Bio Church Rd.	510	P	5	4.075	2010	2011	STATE AID 2011		
Deerfield Ct.	669	P	5	0.270	2011				
Deerfield Ln.		P	5	0.378	2011				
Detter Rd.	417	P	5	0.270	2013				
Eagle Heights Rd.	653	P	5	0.603	2012				
Eagle Lake Rd.	521	P	5	0.418	2012				
Frank Crook Rd.	82	P	5	1.593	2013				
Freeman Rd.	110	p	5	0.300	2013	2002			
Ginns Pool Rd.	106	p	5	0.840	2010	2010	larp 2010 over t&g		
Goldmine Holly Springs Rd.	508	P	5	4.524	2012	2012	STATE AID 2012		
Grace Baptist Church Rd.	157	P	5	1.622	2013	2006	safety project 2008		
Green Meadows Dr pt1		p	5	0.117	2014		at end		
Grizzle Rd.	609	P	5	0.350	2013				
Hanley Rd.	150	p	5	0.570	2014				
Holmes Rd.	40	p	5	0.330	2013	2002			
Joe Findley Rd.	131	P	5	1.215	2014	2005			
Kotal Cir.	76	P	5	0.486	2011	2010	sealed with tg		

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ROAD NAME	CR#	Type	DI	MILE	Date eval.	pave date			
Kotal Rd.	75	P	5	1.080	2014	2005			
Lake Front Rd.	522	P	5	0.431	2012				
Liberty Church Rd.	505	P	5	2.373		2010	paved by DOT Stimulus fundin		
Little Rd.	107	p	5	0.220	2013				
Marlin Press Rd.	121	P	5	0.138	2014				
Martin Norman Place	43	P	5	0.493	2012	2002			
Mewborn Rd.	64	P	5	0.943	2013	2006			
Moon Rd.	119	P	5	0.633	2014				
Moore Rd.	47	P	5	2.387	2013	2005			
Old Elbert Rd. pt1	122	P	5	0.830	2013	2004			
Old Henry's Church Rd.	102	P	5	1.251	2013	2002	safety project 2008		
Old Hwy 29 Rd.	87	P	5	0.545	2012				
Old 29 Rd.	152	P	5	0.415	2013	2005			
Omer Bond Rd.pt2	108	p	5	1.020	2011	2010			
Otis Skelton Rd.	105	P	5	1.611	2011	2010			
Parker Rd. pt1	129	p	5	0.088	2014		from hwy 17		
Partlow Rd.	130	P	5	0.270	2014				
Pullian Ln.	130	P	5	0.606	2014	2001			
Ray Weaver Rd. pt1	86	p	5	1.137	2014		from 29 highway		
Redwine Church Rd. pt 1	148	p	5	0.602	2012	2002			
Redwine Church Rd. pt 2	148	p	5	4.662	2012	2007	LARP 2007		
St John CME Church Rd.	93	P	5	2.038	2013				
Tom Rice Rd.	151	P	5	1.074	2013	2010	16 foot wide, sealed with t7g		
Vanna Rd.	508	P	5	2.904	2013	2002	safety project 2008		
Whitaker Rd.	72	P	5	0.190	2013				
Windy Hill Rd.		P	5	0.503	2014				
Woodland Way	41	P	5	3.114	2012	2006			
N. Forest Ave.	265	p	1 & 3	1.006	2013	2007			
Nancy Dr.	263	P	1 & 2	0.574	2013				
S B White Rd.	31	P	1 & 2	1.424	2014	2007	contract 2007		
Liberty Hill Ch Rd. pt1	511	P	1 & 2	1.338	2012	2012	from Lib. Hill Rd to SR29 STA		
Montevideo Rd. pt 2	4	P	1 & 2	1.333	2013	2004	safety project 2008, turner to k		
Ponderosa Dr.	352	P	1 & 3	0.158	2013				
Bio Ln.pt 1	49	P	1 & 5	1.424	2011	2010	from hick crossing		
Bio Ln.pt 2	49	P	1 & 5	0.133	2012	2002	em to moore		
Bio Ln.pt 3	49	p	1 & 5	1.012	2011	2009	moore to bio church		
Hickory Crossing Rd. pt 2	509	P	1 & 5	1.039	2013	2007	LARP 2007 from 172 to hodge		
Hickory Crossing Rd. pt 1	509	P	1 & 5	1.489		2009	from hedges mill rd to 77 LARP		
Old Canon Church Rd.	148	P	3 & 4	1.217	2012				
blackmon	175	p	3 & 5	1.760	2013	2005	safety project 2008		
Deer Run Ln.	77	P	3 & 5	2.122	2014	2004			
Bethany Bowersville Rd. p1	73	P	3, 4, 5	3.600	2014	2014	from 29 to airgold rd widened 2		
Ridgeway Rd.	165	P	4 & 5	1.557	2011	2009			
				252.432					

Long Range Plan Roads in "Good" Condition

ROAD NAME	CR#	Type	DI	MILE.	Last eval.	seal date	
Cornhusker Rd.	30	p	1	0.479	2013	2011	
Landfill Rd.	379	P	1	0.577	2012		
McCurley Rd.	13	P	1	1.229	2013		commissioner decided not to allow t&g seal 2014
Monica Dr.	535	P	1	0.265	2013	2012	
Allen Acres Rd.	414	P	2	0.260	2013		
Allen Ct	633	p	2	0.120	2013		
Almar Rd. pt 1	12	p	2	1.848	2013		
Boleman Hill Rd. pt2	301	P	2	1.606	2012	2007	
Cedar hills rd	604	p	2	0.209	2011	2011	16 ft. wide road, sealed 2011
Chandlers Ferry Rd.	279	p	2	1.567	2012	2007	
Crawfords Ferry Rd.	306	P	2	2.100	2012	1997	
E. Nannie Rd.	290	p	2	0.163	2013		
Early Dr. pt 1	316	P	2	0.325	2013		from 51 to old reed crk dr
Ekrod Ferry Rd. pt2	332	P	2	0.775	2013		08.y ends corp park, cr 333 also, LCA safety project 2008
Fleming Cir.	413	P	2	0.281	2013		
Flora Ln.	298	P	2	0.319	2014		10 feet wide
Harbor Point pt2	299	p	2	0.067	2014		
Hugh Dorsey Rd.	441	P	2	0.321	2013	2007	fair cond paved rd strip sealed 07
Lake Pointe Rd.	334	P	2	0.445	2013		
Lakeshore Cir.	307	P	2	0.725	2013	2007	fair cond paved rd sealed 07
Lewis Rd.	17	P	2	1.306	2013	2011	
Liberty Hill Rd. pt 3	20	p	2	2.019	2013		from sb white to pt 4
Little Powderbag Rd.	32	P	2	0.565	2013		
Milford Rd.	261	P	2	0.695	2013		
Oak Crest Dr. pt 2	304	P	2	0.655	2013	2011	from new prospect
O'Conner Ln.	302	P	2	0.378	2011	2005	sealed 2005
Old 29 Hwy	538	P	2	4.600	2013		hartwell road
Point Rd.	544	p	2	0.750	2013	2007	fair cond paved rd sealed 07
Reed Creek Tr.	496	P	2	1.070	2014	2012	
Rice Mill Rd. pt 2	16	p	2	0.774	2013		SAFETY GRANT PROJECT 08
Ross Ln.	389	P	2	0.186	2013		8 ft wide
Sarlon Rd.	294	P	2	1.160	2014	2007	was fair cond paved rd sealed with t&g
Savannah St. Ext.	263	P	2	0.284	2013		
Shallow Creek Rd. pt 1	316	P	2	0.208		2002	
Sharon Church Rd.	321	P	2	0.280	2013		
Tugalo Heights Cir.	272	p	2	1.268	2013	2007	
Wynward Point Dr.	641	P	2	0.620	2013		
Yacht Club Rd.	304	P	2	1.681	2013	2007	
Center of the World Rd	216	P	3	1.143	2014		
Cherokee Ridge Rd.	468	P	3	0.821	2014		
Laurel Dr.	206	P	3	0.965	2014		
Memorial Rd.	207	P	3	1.484	2012		SAFETY GRANT PROJECT 08
Rockdale Rd.	213	P	3	0.820	2013		
Scott Mill Rd.	204	p	3	0.978	2014		
Woodlake Landing	393	P	3	0.343	2012	2009	
Adams Town Rd. pt 2	176	p	4	0.719	2011	2008	from tankford to bowersville city limits
Arrow Ct	559	p	4	0.064	2014		
B. Bailey Rd.	287	P	4	2.400	2012	2007	SAFETY GRANT PROJECT 08
Bow Ct.	558	P	4	0.333	2014		
Brookdale Dr.	244	P	4	0.533	2014		
Cleveland Mill Rd. pt2	232	p	4	0.940	2013	2005	from Mt. Olivet-sealed with tg
Country Lane		p	4	0.424	2013		
Curt Bailey Rd. pt2	284	p	4	0.100	2013	2007	
Foothills Dr.	443	P	4	0.322	2013	2009	
Harbor Light Marina Rd. pt1	355	p	4	1.527	2013	2004	
Hillcrest Cir.	356	P	4	0.882	2013	2009	
Lake Club Dr.	555	P	4	0.288	2014		
Lavonia Beach Dr	568	p	4	0.137	2014		
McLane Morris Rd. pt1	234	P	4	0.677	2012	2003	
Mouchet Rd.	191	P	4	1.620	2013		
Mount Olivet Rd.pt2	503	P	4	3.472	2013		from rock springs rd to boleman hill rd safety project 2008
Mt. Olivet School Rd.	234	P	4	0.800	2013	2007	strip sealed midsection 2007
Mt. View Ln. pt 1	582	P	4	0.340	2013	2009	strip sealed 2009
Oaktree Ln.		P	4	0.362	2011		
Parkertown Rd.	253	P	4	4.008	2012	2007	
Pine Tree Trace	516	P	4	0.221	2014		
Rock Springs Rd. pt2	503	P	4	1.172	2012	2009	SAFETY GRANT PROJECT 08 strip sealed 09
Tom Bartlett Rd.	196	P	4	0.503	2013		
Twelve Oaks Rd.		P	4	0.468	2012		
Walters Rd. pt2	503	P	4	1.024	2012	2011	griffin rd to bridge, need to seal
Walters Rd. pt3	503	P	4	0.920	2012	2011	bridge to shoal creek ch. Rd

Long Range Plan Roads in "Good" Condition

Water Oak Dell Dr.	380	p	4	0.480	2013		
Westside Ln.		P	4	0.034	2010		
Wyncott Way	515	P	4	0.232	2014	2009	strip seal sections 2009
beaver ckr rd pt 2	100	p	5	0.547	2013	2010	
Ben Maxwell Rd.	99	P	5	2.830	2014		
Bible Baptist Ch. Rd. pt 1	477	P	5	0.095	2014	2008	sealed 2008
Clay Brown Rd.	510	P	5	3.077	2013		
Corinth Church Rd.	121	P	5	0.940	2014	2003	
Duncan Rd.	130	P	5	0.878	2011		
Eagle Grove School Rd. pt1	505	P	5	2.005	2012	2011	from 29 to speedway SAFETY GRANT PROJECT 08
Eagle Grove School Rd. pt2	505	P	5	2.177	2012	2004	safety project 2008, need to strip seal
Farm Rd. pt2	153	p	5	0.732	2013	2010	
Freedom Church Rd.	129	P	5	0.928	2014		
McCurry Rd	68	P	5	1.568	2013	2010	parts in fair cond
Old Elbert Rd. pt 2	122	P	5	3.308	2013		
Pulliam Mill Rd.	94	p	5	1.872	2011		only half of road (east lane- in Hart Co.)
Speedway Rd. pt1	92	P	5	0.447	2013		from clay brown rd
Union Hill School Rd.	80	P	5	1.213	2012	2011	
Virginia Hills Rd.	458	P	5	0.602	2013		
Cedar Pond Rd.		p	1&2	0.584	2013	2009	
Page Rd. pt 2	31	p	1&2	0.602	2014	2011	from nancy hart end
Whippoorwill Tr.	23	P	1&2	2.756	2013		middle 0.620 in fair cond, some of road in exc condition watch this road
Seed Cleaner Rd.	71	P	1&5	1.235	2013		
John Fleming Rd.	278	p	2&4	0.766	2013	2007	strip sealed
ML Hebron Rd.	395	P	2&4	3.647	2013	2011	monitor this road
Whitewood Rd. pt 2	178	p	3&4	0.818	2013		
Bothany Bowersville Rd. p2	73	P	3,4,5	2.764	2012	2011	airgold rd to bow city lim

100.614

\$ 15,092,100

GOOD/FAIR ROADS

ROAD NAME	CR#	Type	DI	MILE.	Date eval.	seal date	
Bryson Rd.	52	P	1	0.415	2012		
Montevideo Rd. pt 1	4	P	1	2.975	2013	2014	77 to turner
New Prospect Rd. pt2	317	P	2	2.452	2013		pinewds to reed cr s
Lightwood Ln. pt 1	318	P	2	0.728	2014	2007	fair cond paved rd se
Industrial Park Rd.	57	P	3	0.380	2011		monitor this road
Bartlett Rd.	196	P	4	1.438	2012	2007	strip sealed sections :
Gremul Dr.	601	P	4	1.813	2011	2001	
Lankford Rd. pt 2	178	P	4	1.096	2012		safety project 2008 ric
Lankford Rd. pt 1	178	P	4	3.098	2012		safety project 08 51 to
Pinkston Dr.	687	p	4	0.336	2012		paved 2002
Lake Club Cir.	556	P	4	0.684	2014		
Willow Ln.	433	P	4	0.640	2014		
Country Ridge Dr.	548	p	5	0.390	2014		
				16.445			

Hart County Long Range Roads Plan Fair Condition Paved Roads

ROAD NAME	CR#	Type	DI	MILE.	Date chip		inspection comments
					eval.	seal	
Old Mount Olivet Rd.	351	P	4	0.552	2011		
Mount Olivet Rd.pt 1b	504	P	4	2.030	2014		2007 from beac light rd to rock springs rd
Nancy Hart School Rd.	504	P	1	2.310	2013		2014 safety grant project 08
Whippoorwill Tr.	23	P	1&2	0.620	2013		middle 0.620, rest in good cond.

5.512

estimate cost per mile
\$ 606,320

\$ 110,000

Long Range Roads Plan Tar and Gravel Roads

ROAD NAME	CR#	Type	DI	MILE.	Inspect date	pave date	Inspection comr
Bruce Ct.	459	tg	1	0.352		2010	
Carters Dr.	644	tg	1	0.110	2013	2008	
cline	698	tg	1	0.080	2013	2003	
Deep Woods Rd. pt 1	688	tg	1	0.210	2013	2008	from wooperwill
Eastern Rd.	637	tg	1	0.174	2011	2004	
Evans Dr	49	tg	1	0.180	2013	2008	
Flat Rock Rd. pt1	29	tg	1	1.534	2014	2006	fr nh to 77sp
Flat Rock Rd. pt2	29	tg	1	1.498	2014	2004	montevideo to 77
Heard Dr. pt2	643	tg	1	0.048	2013	2008	from 77sp see lca
Jones Rd. pt 1	15	tg	1	0.500	2013	2006	
Maxwell Dr.		tg	1	0.080	2013	2008	
Mudman rd		tg	1	0.216	2013	2007	
Press Mann Rd.	26	tg	1	0.475	2013	2004	end at elbert co li
Ragans Rd.	25	tg	1	0.460	2014	2014	
Seclusion drive		tg	1	0.070	2013	2006	
Somerset rd		tg	1	0.155	2013	2004	
T B Thornton Rd.	25	tg	1	0.537	2013	2004	
Bay View Rd.	467	tg	2	0.180	2013	2003	
Beaver Lodge Rd. pt2	487	tg	2	0.079	2013	2007	
Bird Ct.		tg	2	0.190	2013	2007	
Browns Ln.	497	tg	2	0.231	2012	2009	
Burbick Ln. pt1	10	tg	2	0.034	2013	2003	
C & C Cir. Pt1	696	tg	2	0.120	2013	2005	
C & C Cir. Pt2	696	tg	2	0.158	2013	2005	
Camelot		tg	2	0.057	2013		
Carlton Dr.	385	tg	2	0.270	2013	2006	
Clyde Cir.	423	tg	2	0.434	2013	2004	
Craft Rd. pt 1	3	tg	2	0.714	2013	2008	from smith mcgee
Craft Rd. pt 2	3	tg	2	0.713	2013	2008	from bridge to 77
Creekwood rd	699	tg	2	0.240	2013	2007	
Dobb's Landing	283	tg	2	1.642	2013	2004	
Dogwood Ln.		tg	2	0.085	2013	2008	
Flint		tg	2	0.070	2013	2007	
Forest Cir.	530	tg	2	0.335	2013	2009	
Greenway Upholstery Rd.	523	tg	2	0.980	2014	2007	
Harbor Point pt1	299	tg	2	0.434	2014	2005	
Hart Service Rd.		tg	2	0.115	2013		accepted by boc
Hatton Ford Rd.	540	tg	2	2.215	2013	2004	
Heritage Rd.	331	tg	2	0.556	2013	2006	
Hodges Ln. pt2	654	tg	2	0.400	2012	2009	
Ivy Tr.	482	tg	2	0.331	2013	2009	
James dr.	531	tg	2	0.230	2013	2009	
Jim Crittendon Rd	615	tg	2	0.300	2013	2004	
Jim Gulley Rd.	2	tg	2	0.432	2013	2004	
Joe Bailey Rd.	427	tg	2	0.266	2013	2004	
Jones-Bishop Rd.	283	tg	2	0.577	2013	2005	
Kathy Lane	4	tg	2	0.130	2011	2011	Mt.Video to St. Ja
Kay Dr.	1	tg	2	0.247	2013	2004	
Lindy cove		tg	2	0.040		2007	
Majestic Shores Trl		tg	2	0.080	2013	2007	
Massey's Subdivision Rd.	497	tg	2	0.552		2010	
Norman Rd.	329	tg	2	0.568	2013	2003	

Long Range Roads Plan Tar and Gravel Roads

Nursery Rd. pt2	444	tg	2	0.075		2011	
Oak Crest Dr. pt 1	304	tg	2	1.509	2013	2007	from reed crk sch
Old Mill Cir.	280	tg	2	0.702		2011	
Old Mill Rd.	280	tg	2	0.682		2011	
Partain Dr.	436	tg	2	0.040	2013	2007	
Pine Acres Estates	403	tg	2	0.236	2013	2003	
Plum Creek Rd.	306	tg	2	0.807	2009	2009	
Punkin Bend	600	tg	2	0.351	2014	2009	
Raindrop Cir.	400	tg	2	0.641	2014	2005	
Redleaf Rd.	532	tg	2	0.502		2010	
Reed Creek Highway	593	tg	2	1.242	2014	2005	
Rhodella Park Ave.	330	tg	2	0.262	2013	2003	
Rhodella Park St.	328	tg	2	0.252	2013	2003	
Rhodella Rd.	326	tg	2	0.241	2013	2003	
Rice Mill Rd. pt 1	16	tg	2	0.560	2013	2006	
River Valley Dr.	383	tg	2	0.267	2013	2006	
Robins Rd	655	tg	2	0.450	2011	2007	
Rumsey Rd. pt1	296	tg	2	0.204	2014	2007	
Sardis Point Rd.	31	tg	2	0.267		2011	
Shallow Creek Rd. pt 2	316	tg	2	0.654	2013	2008	
Shubert Rd.	490	tg	2	0.332	2013	2009	0.332mi to par po
Snowbird Ln.	442	tg	2	0.254	2013	2007	
Spring Rd.		tg	2	0.160	2013	2007	
St James Rd. pt1	305	tg	2	0.422	2010	2010	77sp to bassrd
St James Rd. pt3	305	tg	2	0.420	2011	2011	from pt.2 to drive
St James Rd. pt4	305	tg	2	0.890	2011	2011	t&g to elbert.co lin
Stovall Cir.	271	tg	2	0.473	2011	2004	
Sunnybrook ct		tg	2	0.135	2013	2009	
Swan Sanders Rd.	323	tg	2	1.007	2013	2008	
Tanglewood Ln.	519	tg	2	0.381		2011	
Teasley Cove		tg	2	0.100	2013	2008	0.135 mile of this
Teasley Ln.	612	tg	2	0.412	2013	2008	
Tom Cobb Dr.	300	tg	2	0.804	2014	2009	dead end at circle
Walnut Dr.	292	tg	2	0.770		2010	
Watsadler Rd.	39	tg	2	0.460		2011	
Wheat Rd.	297	tg	2	0.643	2014	2009	
Wicker Rd. pt2	542	tg	2	0.241	2010	2010	
Woodland Dr.	476	tg	2	0.129	2013	2003	
Worley Rd.	466	tg	2	0.205		2010	
Bowers Rd.	77	tg	3	0.415	2011	2011	
Brown Rd.	147	tg	3	0.185		2009	dead end at hous
Carrie Craft Rd.	179	tg	3	1.223		2012	reseal from loughr
Christmas Tree Rd.	185	tg	3	0.796	2011	2011	
Ertzberger Rd.	212	tg	3	0.049	2013	2009	
Flat Shoal Rd.pt1	210	tg	3	1.081	2012	2008	
Flat Shoal Rd.pt2	210	tg	3	0.020	2012	2004	
Gurley Rd pt 2	211	tg	3	0.108	2012	2009	
Highland ave pt 3	203	tg	3	0.151	2014.000	2009	from pt 2
Lecroy Ln.	344	tg	3	0.439	2014	2007	
Memorial Rd. pt2	207	tg	3	1.000	2011	2011	
Miller Dr.	462	tg	3	0.129	2011	2004	
Pinecrest Dr.	529	tg	3	0.192	2009	2009	
Shady Hills Rd. pt 2	528	tg	3	0.134	2009	2009	

Long Range Roads Plan Tar and Gravel Roads

Spears Cir.	392	tg	3	0.314		2011	
Union Hill Church Rd.	179	tg	3	1.145		2012	
Whispering Pines Rd.	215	tg	3	0.924	2013	2008	
Williams Rd. pt 2	181	tg	3	1.017	2012	2006	
Williams Rd. pt 3	181	tg	3	0.052	2012	2009	
Williams Rd. pt 1	181	tg	3	0.247	2012	2006	
Ack Powell Rd. pt 2	405	tg	4	0.175	2012	2003	
Airline Store Rd. pt1	78	tg	4	0.812	2012	2003	
Arrowhead Ct.		tg	4		2014	2008	
Bailey Place Rd.	276	tg	4	0.152	2013	2005	
Beasley Rd.	257	tg	4	0.910	2012	2004	
Bessie Rd.	479	tg	4	0.120	2011	2007	
Bow In		tg	4	0.640	2014	2004	
Broken Arrow Rd. pt 2	279	tg	4	0.118	2014	2007	
Byrum Cemetary Rd. pt2	275	tg	4	0.874	2011	2005	
Caney Branch Rd.	194	tg	4	1.690	2012	2004	
cherokee In		tg	4	0.160	2013	2007	
Cleveland Mill Rd. pt1	232	tg	4	0.540	2013	2005	from Mt. Hebron
Cross Roads Cir.	220	tg	4	1.225	2013	2003	
Curt Bailey Rd. pt 1	284	tg	4	0.893	2011	2011	
Evergreen lane		tg	4	0.190	2013	2005	
Fleming Park Rd.	660	tg	4	0.222	2013	2007	
Floyd Rd.	170	tg	4	0.402	2014	2007	
Foxworth Ln.	277	tg	4	0.392	2013	2009	
Goodwin Ln.	252	tg	4	0.508	2012	2009	
Greenacres cir		tg	4	0.315	2012	2007	
Greenwood Rd. pt1	288	tg	4	0.610		2011	
Harbin Rd.	551	tg	4	0.210	2013	2007	
Harvey Ln.	590	tg	4	0.280	2014	2007	
Hunnicutt Cir.	174	tg	4	0.250		2009	off ridgeview
Jane Rd.	358	tg	4	0.597	2013	2007	
K-N-K Ln.	658	tg	4	0.180	2011	2011	
Kings Rd.	198	tg	4	1.382		2011	
Knox Bridge Crossing rd	594	tg	4	1.878	2012	2007	
Landing Ct.	589	tg	4	0.090	2013	2004	
Lucas Rd.	524	tg	4	0.294	2013	2003	
Lyle Ln.		tg	4	0.056	2012	2009	dead end at pave
McDuffie rd		tg	4	0.205	2014	2009	
McLane Morris Rd. pt2	234	tg	4	0.874	2012	2005	
Misty Mills Rd.	350	tg	4	0.511	2013	2003	
Mockingbird Ln.	363	tg	4	0.535	2014	2007	
Mohawk Trail	559	tg	4	0.150	2014	2007	rough condition, c
Mt. View Ln. pt 2	582	tg	4	0.150	2013	2009	dead end at pave
New Light Church Rd.	250	tg	4	0.402	2012	2004	
Old Leonrd Cheek Rd		tg	4	0.085	2014	2007	off Jud Cole near
Orchard Rd.	170	tg	4	0.592	2014	2007	
Parkertown Heights Rd.	361	tg	4	1.148	2014	2007	
Pebble Point	552	tg	4	0.242	2013	2007	
Pierce Brown Rd.	227	tg	4	0.904	2012	2009	
Price Chapel Rd.	200	tg	4	0.683	2012	2005	
Ray Johnson Rd	595	tg	4	0.200		2009	
Ricks Rd.	627	tg	4	0.491	2012	2007	
Rocky Ford Cutoff	243	tg	4	0.165	2014	2007	

Long Range Roads Plan Tar and Gravel Roads

Rosewood Cir.	390	tg	4	0.381	2012	2006	
Shoal Creek Rd.pt1	197	tg	4	0.268	2013	2003	from roper to 77
Sunflower dr		tg	4	0.911	2013	2007	
Tony Dr.		tg	4	0.244	2011	2003	
Twin Branch Rd. pt 2	339	tg	4	0.235		2009	
Tyler In		tg	4	0.290	2012	2009	
Vandifer point	556	tg	4	0.040	2014	2004	
Vegas dr		tg	4	0.221	2013	2008	
Walter Way	420	tg	4	0.621	2012	2009	
Whiting Dr.	223	tg	4	0.340	2013	2005	
Whitworth Rd.	249	tg	4	0.432	2013	2007	To Frank Co. Line
Willis Rd. pt 3	247	tg	4	0.260	2012	2009	
Winter Ln. pt 2	493	tg	4	0.128	2013	2007	
Y W Vickery Rd.	365	tg	4	0.870	2013	2009	
Allen Orsley Rd.	61	tg	5	1.307	2013	2005	
Alvin Mize Rd. pt1	114	tg	5	0.702		2010	
Andrew Floyd Rd pt 2	162	tg	5	0.370	2010	2010	from farm rd towa
Bailey Rd.	119	tg	5	1.037	2013	2003	
Bakers Rd.	126	tg	5	1.377	2010	2010	
Bear Creek Rd.	96	tg	5	1.290	2013	2006	
beaver crk rd pt1	100	tg	5	0.661	2013	2003	
Beaver Dam Rd.	97	tg	5	1.388		2010	
Bethesda Church Rd.	61	tg	5	0.604	2013	2005	
Bible Baptist Ch. Rd. pt 2	477	tg	5	0.173		2010	
Billy J. Ray Rd	608	tg	5	0.130	2014	2008	
Blanton P. Shirley Rd.	375	tg	5	0.529	2011	2010	
Bode Weaver Rd.	58	tg	5	0.784	2013	2003	
Bond Kelley Rd.pt2	103	tg	5	0.438	2014	2005	
Bonds Rd. pt 1	104	tg	5	0.782	2014	2005	need to seal near
Bonds Rd. pt 2	104	tg	5	0.987	2014	2010	fr bond kelly rd, c
Bradley Rd.		tg	5	0.325	2014	2008	
Briscoe Rd.	164	tg	5	0.280		2010	
Brooks Rd.	140	tg	5	0.736		2010	
Brown Rd.		p	5			2014	in vanna area
Brown Stone Dr.	156	tg	5	0.251	2014	2008	
Bryant Dr.		tg	5	0.285	2013	2008	
Burch St. pt2	123	tg	5	0.402		2008	
Community Rd.	154	tg	5	0.452	2012	2008	
Craft Howell Rd. pt2	377	tg	5	0.544	2013	2003	fr friendship rd
Della Payne		tg	5	0.108	2011	2008	
Dempsey Brown Rd.	584	tg	5	0.488	2013	2005	
Dockery Rd.	161	tg	5	0.679	2012	2006	
Farm Rd. pt1	153	tg	5	0.910	2010	2010	and fld rd to redw
Frank Kelly Rd.	85	tg	5	0.864	2014	2005	
Green Meadows Dr pt 1		tg	5	0.427	2014	2006	
Harris Rd	398	tg	5	0.490		2010	
Hartway Rd.	472	tg	5	0.150	2013	2008	
Hilley Rd.		tg	5	0.296	2010	2010	
Howard Rd.	69	tg	5	0.300	2013	2008	ends@house
Jim Heard Rd.	343	tg	5	0.866	2010	2010	dead end at hous
Joe Johnson Rd.	84	tg	5	0.664		2010	
John Gaines Rd.	661	tg	5	0.240	2013	2007	Off hwy 17
Kay Nursury Rd.	137	tg	5	1.905	2014	2006	

Long Range Roads Plan Tar and Gravel Roads

Kesler Rd.	81	tg	5	2.664	2012	2005	
Kinley Rd.	340	tg	5	0.467		2010	
Lettie Ruth Dr.	119	tg	5	0.250	2014	2003	
Maxwell Mill Rd.	94	tg	5	1.694	2013	2006	
McGarity Rd		tg	5	0.220	2014	2005	
Merritt Rd. pt 1	338	tg	5	0.527	2012	2008	
Merritt Rd. pt 2	338	tg	5	0.589	2012	2006	
Moss Gin Rd.	112	tg	5	0.478	2013	2008	
Motes Rd.	685	tg	5	0.306	2013	2008	
Old Elbert Rd. pt3	124	tg	5	0.380	2010	2010	section from vanr
Omer Bond Rd.pt1	108	tg	5	1.098	2011	2010	
Orsley Twins Rd.	697	tg	5	0.210	2013	2008	
Parker Rd. pt2	129	tg	5	0.389	2010	2010	
Parks Brown Rd.	44	tg	5	0.744	2013	2003	
Phillips Cir.	411	tg	5	0.352	2014	2006	
Ray Weaver Rd. pt2	86	tg	5	1.652	2011	2008	
Reece Lane		tg	5	0.366	2014	2008	
Rhodes Dr.	144	tg	5	0.400	2013	2004	
Ruckers Dr.	470	tg	5	0.116	2013	2003	
Sam Todd Rd.	95	tg	5	1.767		2010	
Sherman Dove Rd.	120	tg	5	0.496	2014	2005	
Shiloh Church Rd. pt1	61	tg	5	0.891	2013	2005	bio ch rd end
Shiloh Church Rd.pt2	61	tg	5	0.610	2013	2006	ther adams end
Shiloh Church Rd.pt3	61	tg	5	0.475	2013	2010	middle
Singleton Rd.	98	tg	5	0.673		2008	
Speedway Rd. pt 2	92	tg	5	0.850	2013	2004	
Speedway Rd. pt3	92	tg	5	0.716	2011	2010	
Stephen Johnson Rd.	46	tg	5	1.087	2013	2005	
still water	90	tg	5	1.100	2010	2010	
Taylor Smith Rd. pt1	127	tg	5	0.416	2014	2008	
Taylor Smith Rd. pt2	127	tg	5	0.264	2014	2010	dead end
Thermon Adams Rd.	64	tg	5	2.250	2013	2005	
Thorton Square Drive		tg	5	0.055	2013	2008	
Tim Mize Rd.	115	tg	5	0.670	2010	2010	
Uly White Rd.	88	tg	5	0.905	2010	2010	
Vandeford Rd.	138	tg	5	1.057	2014	2008	
Vaughn Morrison Rd.	106	tg	5	0.600		2010	
Well Rd.	72	tg	5	0.536	2012	2006	
Whitewood Rd. pt 1	178	tg	5	0.445	2013	2006	
Woody Rd.	38	tg	5	0.325	2013	2008	
Page Rd. pt 1	31	tg	1&2	1.608	2014	2004	
Friendship Rd. pt1	57	tg	1&5	0.113	2013	2006	fr stillwaters rd to
Friendship Rd. pt2	57	tg	1&5	2.333	2013	2005	
Hometown Rd.	59	tg	1&5	0.674	2012	2005	
John W. Jordan Rd.	48	tg	1&5	1.640	2012	2007	
				136.909			

HART COUNTY ROADS INVENTORY- Dirt Roads

6/30/2014

ROAD NAME	CR#	MILEAG	TYPE	DIST.	Class	ROW	Pave	Paint	comments
Ball Park Rd.	651	0.188	D	1		60			dead end
Burbick Ln. pt2	10	0.197	d	1	c2				gate at 0.230 mi
Deep Woods Rd. pt 2	688	0.535	d	1	b2				
Bakers Farm Rd.	307	0.270	d	2					
Bent Creek Rd. pt2.	322	1.054	D	2	b2				
Bowen Rd.	35	0.741	D	2					
Broken Arrow Rd. pt 1	279	0.465	D	2	c2				
Cartee Johnson rd		0.446	d	2		40			awaiting DOT#, dead end at
Cliff Rd.		0.117	d	2	c2	40			accepted by BOC 6 12 12
Farmers Lane		0.080	d	2	c2	60			accepted by boc 7/26/11
Freedom Trial		0.212	d	2	c2	40			accepted by boc 1 24 06
Freedom Trial		0.212	d	2	c2	40			accepted by boc 1 24 06
H. N. Ayers Rd.	324	1.225	d	2	c2				
Lazy B Dr.	7	0.689	D	2					dead end at gate
Majestic Shores -No Name	649	0.152	D	2	c2	20	1998		undeveloped road, no house
Osborne Ln.		0.500	d	2	c2	dd			awaiting CR#, petition on file
Ostrich Farm Dr.	305	0.554	D	2	c1				
Pristine Cove		0.395	d	2	c2	60			accepted by boc 3 27 12 incl
Ridge Terrace Ln. pt2	387	0.055	d	2					
Rosewood Ln.	6	0.4	D	2					
Rumsey Rd. pt2	296	0.232	d	2	c2				ends at house
Seawright Ln.	18	0.479	D	2					dead end
Thorton Baker Rd.		0.185	d	2	c2	40			accepted by boc 1 13 09
Tuscarora Trail	323	0.566	D	2					circle
Wagon Ho Farm Rd.	281	0.623	D	2	c2				
Paynes Rd.		0.180	d	3	c2				deadend
Weaver Trail		0.277	d	3	c2	40			accepted by boc 4 27 10
wildwood lane		0.165	d	3	c2	60			accepted by boc 5 14 11
Bill Lucas Rd	596	0.128	d	4					
Carnes Cemetary Rd.	274	0.847	D	4	c2				
College Ave. pt2	168	0.925	d	4					
Dooley Woods Rd.	193	0.209	D	4	c2				dead end at gate
Farris Rd.	666	0.101	d	4		40			dead end
Fowler Street	460	0.225	d	4	c1				from orchard rd to cty line
Glover Rd.	192	1.011	D	4					from cr 191 to 196
Grantham Dr.	599	0.127	d	4					
Heath Cove		0.260	d	4	c2				awaiting DOT#
Heathwood Cir.		0.130	d	4					awaiting DOT#
Hill Rd.	167	1.082	D	4	b1				80 ft row at bridge
Hoke Hill Rd.		0.480	D	4	b1				80 ft row at bridge ends at ct
Jesse Leard Rd.	173	0.721	d	4	b2				80 ft row at bridge
Joe Blackwell Rd.	177	0.367	D	4					from adams town to lankford
Leanne dr.		0.146	d	4					into system 3/00 awaiting DC
Old Bowersville Hwy	169	1.169	D	4	c1	60			fr hokehill to wmain, pt in Cannon, re
Old Roper Rd	241	0.128	d	4	c2				from jt 77 rd-contact DOT
Rock Dust Rd.	237	0.339	D	4	c2				
Roe Rd		0.125	d	4	c2				accepted by boc 7/8/03
Roper Rd.	241	0.625	d	4	b2				from griffin
Sutton Rd.	172	1.020	d	4	c1				in bowersville cl
Wren Rd.		0.188	d	4	c2				taken into system 11.01 awa
ABC Farm Road		0.219	d	5	c1	40			accepted by BOC 1 27 09

Jon Calme
Hart County Public Works Director
Page 1 of 2

updated 12/06

STATE OF GEORGIA)
COUNTY OF WALKER) INTERGOVERNMENTAL AGREEMENT

INTERGOVERNMENTAL AGREEMENT FOR USE AND DISTRIBUTION OF
PROCEEDS GENERATED BY THE 2023 TRANSPORTATION SPECIAL PURPOSE
LOCAL OPTION SALES TAX (TSPLOST) REFERENDUM

THIS INTERGOVERNMENTAL AGREEMENT ("IGA" or "Agreement") is made and entered into this 27th day of July, 2023 by and between WALKER COUNTY, GEORGIA, a political subdivision of the State of Georgia (hereinafter referred to as "Walker County" or "County"), and the CITY OF CHICKAMAUGA, CITY OF FORT OGLETHORPE, CITY OF LAFAYETTE, CITY OF LOOKOUT MOUNTAIN, AND CITY OF ROSSVILLE (jointly hereafter the "Municipalities"), being municipal corporations of the State of Georgia.

WITNESSETH:

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

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

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

WHEREAS, the parties anticipate that Walker County will approve and sign a Resolution authorizing the Board of Elections and Registration of Walker County to call a Referendum on the issue of the imposition of a single county one percent (1.0%) sales and use TSPLOST to begin on April 1, 2024 and to conclude on March 31, 2029; and

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

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

WHEREAS, in accordance with the Act, the Board of Commissioners of Walker County, Georgia will approve and sign a Resolution on July 27, 2023 (the "Resolution"), to impose, levy and collect a TSPLOST within the County conditioned upon the approval by a majority of the qualified voters residing within the County voting in a referendum thereon to be held on November 7, 2023, and said resolution shall be delivered to the Board of Elections and Registration of Walker County, as election superintendent for the County, who shall issue a call for the referendum as described in said resolution; and

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

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

WHEREAS, for the purpose of the distribution of proceeds for the April 1, 2024 through March 31, 2029 TSPLOST, the Special District shall be known as the boundaries of Walker County; and

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

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

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

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

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

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

SECTION 1. EFFECTIVE DATE AND TERM OF THE TAX

This Intergovernmental Agreement is conditioned upon a Referendum to be approved by a majority of the voters of Walker County to impose a one percent (1.0%) TSPLOST, which shall commence on April 1, 2024, and continue to, through and including March 31, 2029.

SECTION 2. ADMINISTRATION EXPENSES

One percent (1.0%) of the amount of TSPLOST proceeds collected beginning April 1, 2024, shall be paid into the General Fund of the State of Georgia ("State") treasury in order to defray the costs of administration of the Georgia Department of Revenue. The remaining ninety-nine percent (99%) of the amount collected from the TSPLOST Tax proceeds (hereinafter known as the "net proceeds") beginning April 1, 2024, and ending March 31, 2024, shall be distributed by the State of Georgia to the County, and shall be allocated to each jurisdiction based on the percentages shown in the table below in Section 3.

SECTION 3. DISTRIBUTION OF NET PROCEEDS

DISTRIBUTION PERCENTAGES

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

- (A) To facilitate the distribution of net proceeds, the parties agree that the sum of Forty Five Million and 00/100 Dollars (\$45,000,000.00) shall represent an estimate of the proceeds to be derived from the subject TSPLOST during its five year term. However, the TSPLOST proceeds shall be continued to be collected and distributed through March 31, 2029 even if said estimate is exceeded.

- (B) The parties agree that the aggregate total distribution received by the Municipalities shall amount to twenty-five percent (25.0%) of the net proceeds distributed by the State, with the remaining seventy-five percent (75.0%) of the net proceeds distributed by the State to be received by the County.
- (C) The parties agree that no project will be given preference in the funding and distribution process in such a way that the monthly distribution formula is affected.

SECTION 4. DEFINITION OF AUTHORIZED TRANSPORTATION PURPOSES

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

SECTION 5. PROJECTS

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

SECTION 6. EFFECTIVE DATE AND TERM OF THIS AGREEMENT

- (A) This Agreement shall become effective on July 27, 2023. If the November 7, 2023 Referendum concerning the imposition of the TSPLOST is not approved by a majority of the voters of Walker County, this Agreement shall expire and shall be of no force and effect after November 7, 2023.
- (B) Except as otherwise provided herein, the TSPLOST which is the subject of the November 7, 2023 Referendum shall continue for a period of five years from April 1, 2024, through March 31, 2029, unless otherwise terminated earlier pursuant to Georgia law.

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

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

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

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

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

SECTION 8. ALLOCATION OF EXCESS FUNDS

Any net proceeds over and above the amount estimated in Section 3(A) of this Agreement shall be allocated in accordance with the percentages set forth in this Agreement and shall be used solely for the transportation purposes listed herein. Each party shall expend its portion of the excess net proceeds from the 2023 TSPLOST Program on the Transportation Projects and Purposes.

SECTION 9. AUDITS

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

SECTION 10. COMPLETION OF PROJECTS

Any TSPLOST proceeds held by a County or Municipality at the end of the five year period and that are not to be used for the 2023 TSPLOST Program on the Transportation Projects and Purposes shall, for the purposes of this Agreement, be deemed excess funds and disposed of as provided under O.C.G.A. § 48-8-121 (g)(2).

SECTION 11. PUBLICATION OF PROJECTS

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

SECTION 12. PROCEDURE FOR DISBURSEMENT OF TSPLOST PROCEEDS

- (A) With the approval of the Georgia Department of Revenue, the TSPLOST proceeds are to be distributed by the Georgia Department of Revenue directly to the County and each Municipality in accordance with the provisions of this Agreement.
- (B) Should any Municipality cease to exist as a legal entity before all funds are distributed under this Agreement, that Municipality's share of the funds subsequent to dissolution shall be paid to the County as part of the County's share unless an act of the Georgia General Assembly makes the defunct Municipality part of another successor municipality. If such an act is passed, the defunct Municipality's share shall be paid to the successor Municipality in addition to all other funds to which the successor Municipality would otherwise be entitled.

SECTION 13. ENTIRE AGREEMENT

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

SECTION 14. AMENDMENTS

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

SECTION 15. GOVERNING LAW

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

SECTION 16. SEVERABILITY

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

SECTION 17. COMPLIANCE WITH THE LAW

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

SECTION 18. NO CONSENT TO BREACH

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

SECTION 19. NOTICES

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

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

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

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

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

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

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

SECTION 20. COUNTERPARTS

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

SECTION 21. MEDIATION

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

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



WALKER COUNTY, GEORGIA

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

Attest: Whitnee Summey
Clerk of Walker County, Georgia

(SEAL)

CITY OF CHICKAMAUGA, GEORGIA

By: _____
Mayor

Attest: _____
City Clerk

(SEAL)

CITY OF FORT OGLETHORPE, GEORGIA

By: _____
Mayor

Attest: _____
City Clerk

(SEAL)

CITY OF LAFAYETTE, GEORGIA

By: _____
Mayor

Attest: _____
City Clerk

(SEAL)

CITY OF LOOKOUT MOUNTAIN,
GEORGIA

By: _____
Mayor

Attest: _____
City Clerk



CITY OF ROSSVILLE, GEORGIA

By: Edy Amari
Mayor

Attest: Russana Jones
City Clerk

EXHIBIT “A”

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

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

2023 TSPLOST Revenue Estimate: \$45,000,000 over the next 5 years. If TSPLOST funds collected exceed \$45,000,000, the excess proceeds will be distributed based on the percentages laid out in this IGA.

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

RESOLUTION R-030-23

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF WALKER COUNTY TO IMPOSE, LEVY, AND COLLECT A TRANSPORTATION SPECIAL PURPOSE LOCAL OPTION SALES TAX WITHIN WALKER COUNTY, CONDITIONED UPON APPROVAL BY A MAJORITY OF THE QUALIFIED VOTERS RESIDING WITHIN WALKER COUNTY VOTING IN A REFERENDUM THEREON TO BE HELD NOVEMBER 7, 2023; AND FOR OTHER PURPOSES.

WHEREAS, the Board of Commissioners of Walker County (the “**Board**”) has considered and evaluated the provisions of Part 1 of Article 5A of Chapter 8 of Title 48 of the Official Code of Georgia Annotated as amended by H.B. 134 (2017) (the “**Act**”), which authorizes a special county one percent sales and use tax for various transportation purposes and projects and has considered the effects of the implementation of such special one percent sales and use tax (the “**Special Sales Tax**”) upon Walker County (the “**County**”) and its residents; and

WHEREAS, the Board has determined that it is in the best interest of the citizens of the County to impose the Special Sales Tax and that such tax be imposed in the County beginning April 1, 2024, for the purpose of funding various transportation purposes and projects as allowed by law; and

WHEREAS, prior to the vote of the Board on this resolution, the Chairman held a formal meeting on June 26, 2023 with representatives of the qualified municipalities in the County, namely the City of Chickamauga, the City of Fort Oglethorpe, the City of LaFayette, the City of Lookout Mountain, and the City of Rossville (jointly hereafter the “**Municipalities**”); and

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

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

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

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

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

1. The Board of Commissioners of Walker County, subject to the assent of a majority of the qualified voters of the County voting in an election for such purpose, shall impose within the County a Special Sales Tax for a period of five years for the raising of an estimated \$45,000,000 for the funding of transportation purposes as set forth in the Notice of Election attached hereto and made a part hereof.
2. The period of time for which the Special Sales Tax shall be imposed shall be five years. Based on current projections, the County anticipates that the tax will be imposed beginning April 1, 2024, and shall cease to be imposed on March 31, 2029. Proceeds received from the Special Sales Tax shall be kept in a separate account from other funds of the County in accordance with O.C.G.A. § 48-8-269.5.
3. The estimated cost of the transportation purposes and projects to be funded from proceeds of the Special Sales Tax, if approved by the voters, will be \$45,000,000, which estimated cost is the estimated amount of net proceeds to be raised by the Special Sales Tax.
4. A copy of this resolution shall be delivered to the Board of Elections and Registration of Walker County, as election superintendent (the “**Election Superintendent**”), and the Election Superintendent is requested to issue the call for the election to be held on November 7, 2023 for the purpose of submitting the question of the imposition of the Special Sales Tax to the voters of the County. The Election Superintendent shall cause the date and purpose of the election to be published in the official organ of the County in the manner authorized by general law.
5. All qualified voters desiring to vote in favor of imposing the Special Sales Tax shall vote “Yes” and all qualified voters opposed to levying the Special Sales Tax shall vote “No.” If more than one-half of the votes cast are in favor of imposing the Special Sales Tax, then the Special Sales Tax shall be imposed as provided by Georgia law. Otherwise the Special Sales Tax shall not be imposed and the question of imposing the Special Sales Tax may be resubmitted by the County from time to time upon compliance with the requirements as authorized by O.C.G.A. § 48-8-263(c). The Election Superintendent shall hold and conduct the election under the same rules and regulations as govern special elections. The Election Superintendent shall canvass the returns, declare the results of the election, and certify the results to the Secretary of State and to the Commissioner of the Department of Revenue of the State of Georgia.
6. The proper officers and agents of the County are hereby authorized to take any and all further actions as may be required in connection with (a) the calling and holding of the special election, (b) the imposition of the Special Sales Tax, and (c) the acquisition, construction, and equipping of the County Projects described herein. The execution and delivery of the Intergovernmental Agreement by the County prior to the adoption of this resolution is hereby ratified and confirmed.
7. All resolutions or parts of resolutions, if any, in conflict herewith shall be and the same are hereby repealed.

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

ATTEST:

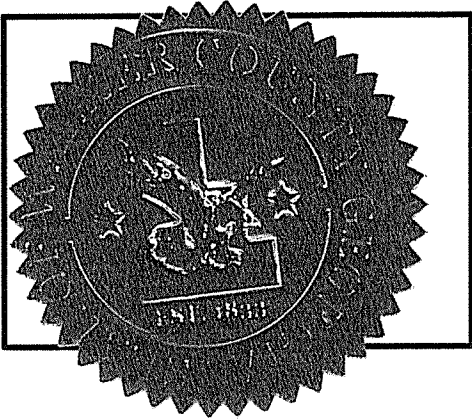
WALKER COUNTY, GEORGIA

Whitney Summey

Whitney Summey, Deputy Clerk

Shannon K. Whitfield

SHANNON K. WHITFIELD, Chairman



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

**NOTICE OF SPECIAL PURPOSE SALES AND USE TAX ELECTION ON
NOVEMBER 7, 2023**

Pursuant to a resolution adopted by the Board of Commissioners of Walker County on July 27, 2023, and a call for an election issued by the Board of Elections and Registration of Walker County as Election Superintendent for Walker County, notice is hereby given as follows:

1. On November 7, 2023, a special election will be held in Walker County to submit to the qualified voters of Walker County the following question:

IMPOSE 1% SALES AND USE TAX (TSPLOST)

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

2. All qualified voters desiring to vote in favor of imposing the tax shall vote "Yes" and all qualified voters opposed to levying the tax shall vote "No." If more than one-half of the votes cast are in favor of imposing the tax then the tax shall be imposed beginning April 1, 2024 or the earliest date authorized by law.

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

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

5. The last day to register to vote in the election is Tuesday, October 10, 2023. Anyone desiring to register may do so by applying in person at the Board of Elections and Registration office located at 103 S. Duke Street, Room 110, LaFayette, Georgia, or by any other method authorized by the Georgia Election Code.

6. The election will be held on Tuesday, November 7, 2023. The polls will be open from 7:00 a.m. until 7:00 p.m. In addition, advance voting will be available at the Walker County Courthouse 103 S. Duke Street, LaFayette October 16 – November 3, 2023, from 8:00 a.m. to 5:00 p.m., Monday – Friday, and Saturdays October 21, 2023 and October 28, 2023 from 9:00 a.m. to 5:00. Voters may also advance vote at one of the following satellite locations on the same dates and times set forth above: Chickamauga Civic Center, 1817 Lee Clarkson Road, Chickamauga; and Rossville Municipal Civic Center, 400 McFarland Ave, Rossville. Voters may also advance vote at one of the following satellite locations on October 28, 2023 and October 30 through November 3, 2023 from 9:00 a.m. to 5:00 p.m.: Lookout Mountain City Hall, 1214 Lula



Lake Rd., Lookout Mountain; and Georgia Northwestern Technical College, 265 Bicentennial Trail, Rock Spring.

This _____ day of _____, 2023.

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

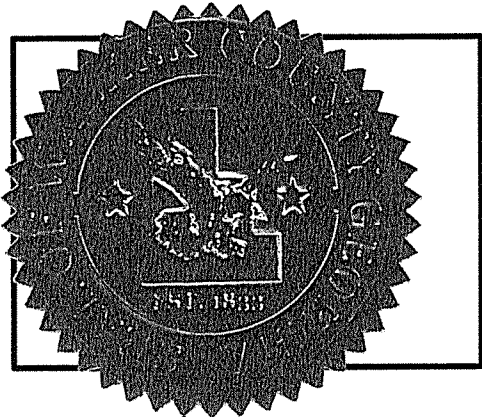
*To be published on _____, _____, _____ and _____,
2023.*

CLERK'S CERTIFICATE

The undersigned Deputy Clerk of the Board of Commissioners of Walker County, keeper of the records and seal thereof, certifies that the foregoing is a true and correct copy of a resolution approved and adopted by majority vote of the Board of Commissioners of Walker County in a public meeting assembled on July 27, 2023, the original of which resolution has been entered in the official records of said Board of Commissioners under my supervision and is in my official possession, custody, and control.

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

Whitney Summey
Whitney Summey,
County Deputy Clerk
Walker County, Georgia





STATE OF GEORGIA)
)
COUNTY OF WALKER)

ORDER

The Board of Elections and Registration of Walker County, Georgia, having been furnished with a certified copy of the resolution of the Board of Commissioners of Walker County, adopted on July 27, 2023, requesting the undersigned to call an election on November 7, 2023, relative to the imposition of a Special Sales Tax described in said resolution, does hereby call said election on November 7, 2023, and orders and directs that the form of election notice contained in said resolution and required by law to be published in connection with the election be published as provided by law.

This _____ day of _____, 2023.

**BOARD OF ELECTIONS
AND REGISTRATION OF WALKER COUNTY,
AS ELECTION SUPERINTENDENT**

**By: _____
Jim Buckner, Chairperson**

OFFICE OF THE GOVERNOR
CRIMINAL JUSTICE COORDINATING COUNCIL

REFERENCE NO.: 01

SUBGRANT AWARD

SUBGRANTEE: Walker County Commission

IMPLEMENTING AGENCY: Walker County	FEDERAL FUNDS: \$ 150,000
PROJECT NAME: Juvenile Justice Incentive Grant	MATCHING FUNDS: \$ 0
SUBGRANT NUMBER: Y24-8-025	TOTAL FUNDS: \$ 150,000
	GRANT PERIOD: 07/01/23-06/30/24

This award is made under the State of Georgia Juvenile Justice Incentive Grant (JJIG) program and is subject to the administrative rules established by the Criminal Justice Coordinating Council. The purpose of the JJIG program is to provide funding for juvenile courts to serve youth in the community who would otherwise be committed to Georgia's Department of Juvenile Justice.

This Subgrant shall become effective on the beginning date of the grant period, provided that within forty-five (45) days of the award execution date (below) the properly executed original of this "Subgrant Award" is returned to the Criminal Justice Coordinating Council.

AGENCY APPROVAL

SUBGRANTEE APPROVAL

Steven Hatfield
Steven Hatfield, Deputy Director
Criminal Justice Coordinating Council

Date Executed: 06/20/23

Shannon K. Whitfield 07/27/2023
Signature of Authorized Official Date

Shannon K. Whitfield - CHAIRMAN/CEO
Typed Name & Title of Authorized Official

58-6000901-001
Employer Tax Identification Number (EIN)

INTERNAL USE ONLY

TRANS CD	REFERENCE	ORDER	EFF DATE	TYPE	PAY DATE	INVOICE	CONTRACT #
102	01	1	07/01/23	9		**	Y24-8-025
OVERRIDE	ORGAN	CLASS	PROJECT			VENDOR CODE	
2	46	4	01				

ITEM CODE	DESCRIPTION 25 CHARACTERS	EXPENSE ACCT	AMOUNT
1	Juvenile Justice Incentive Grant	624.41	\$ 150,000

**CRIMINAL JUSTICE COORDINATING COUNCIL
SPECIAL CONDITIONS**

SUBGRANTEE: Walker County Commission

PROJECT NAME: Juvenile Justice Incentive Grant

SUBGRANT NUMBER: Y24-8-025

SUBGRANT AWARD: \$150,000

1. The subgrantee agrees to take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website at <http://www.lep.gov>.

Initials SKW

2. The subgrantee agrees to comply with the Equal Treatment Regulation (28 C.F.R. part 38) which prohibits recipients from using federal grant funding for inherently religious activities. While faith-based organizations can engage in non-funded inherently religious activities, the activities must be held separately from the grant-funded program, and customers or beneficiaries cannot be compelled to participate in them. The Equal Treatment Regulation makes clear that organizations receiving federal grant funding are not permitted to discriminate when providing services on the basis of a beneficiary's religion.

Initials SKW

3. In accordance with Federal regulations, your organization must comply with the following Equal Employment Opportunity Plan reporting requirements:

If your organization has received an award for \$500,000 or more and has 50 or more employees (counting both full- and part-time employees, but excluding political appointees), then it has to prepare an EEOP and submit it to the Office of Civil Rights (OCR), Office of Justice Programs, and U.S. Department of Justice for review within 60 days from the date of this award. For assistance in developing an EEOP, please consult OCR's website at <http://www.ojp.usdoj.gov/ocr/eeop.htm>. You may also request technical assistance from an EEOP specialist at OCR by dialing (202) 616-3208.

If your organization received an award between \$25,000 and \$500,000

and has 50 or more employees, your organization must prepare an EEOP, but it does not have to submit the EEOP to OCR for review. Instead, your organization has to maintain the EEOP on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to OCR within 60 days from the date of this award. The Certification Form can be found at: <http://www.ojp.usdoj.gov/about/ocr/eeop.htm>.

If your organization received an award for less than \$25,000, or if your organization has less than 50 employees, regardless of the amount of the award; or if your organization is a medical institution, educational institution, nonprofit organization or Indian tribe, then your organization is exempt from the EEOP requirement. However, your organization must complete Section A of the Certification Form and return it to OCR within 60 days from the date of this award. The Certification Form can be found at <http://www.ojp.usdoj.gov/about/ocr/eeop.htm>.

The subgrantee acknowledges that failure to submit an acceptable EEOP (if the subgrantee is required to submit one pursuant to 28 C.F.R. Section 42.302) that is approved by the Office for Civil Rights is a violation of its Certified Assurances and may result in suspension or termination of funding until such time as the subgrantee is in compliance. The subgrantee must maintain proof of compliance with the above requirements and be able to provide such proof to the Criminal Justice Coordinating Council upon request.

Initials SKW

4. The subgrantee agrees to comply with all applicable laws, regulations, policies, and guidance governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on pertinent laws, regulations, policies, and guidance is available at <http://www.ovw.usdoj.gov/grantees.html>.

Initials SKW

5. The subgrantee agrees to abide by Georgia law regarding the utilization of professional counselors, social workers, and marriage and family therapists. (O.C.G.A. § 43-10A-1, et. seq).

Initials SKW

6. The subgrantee agrees to abide by Georgia law regarding the utilization of psychologists (O.C.G.A. § 43-39-1, et. seq).

Initials SKW

7. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Reg. 51225 (October 1, 2009), the Department of Justice and the Criminal Justice Coordinating Council encourages grantees and subgrantees to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

Initials SKW

8. The subgrantee certifies that 1) title to all equipment and/or supplies purchased with funds under this subgrant shall vest in the agency that purchased the property; 2) equipment and/or supplies will be maintained in accordance with established local or state procedures as long as the equipment and/or supplies are used for program-related purposes; and 3) once the project concludes and/or equipment is no longer utilized for its grant-funded purpose, the Criminal Justice Coordinating Council will be informed of the available equipment and determine its future use to assure it is utilized in furtherance of the goals and objectives of the grant program and the State of Georgia.

Initials SKW

9. The subgrantee must submit Subgrant Adjustment Request #1 with the completed award package. The adjustment request must be accompanied by a detailed project budget that itemizes all projected expenditures. The project budget and summary will not be established, or officially approved, until the subgrantee receives a written approval notice from the Criminal Justice Coordinating Council. All project costs and project activities must coincide with the approved budget, summary, and implementation plan unless subsequent revisions are approved by the Criminal Justice Coordinating Council.

Initials SKW

10. The subgrantee must submit subsequent requests to revise the budget, project summary, and implementation plan prior to any substantial changes, but no later than 30 days prior to the end of the subgrant period.

Initials SKW

11. All project costs not exclusively related to this approved project must be prorated, and only the costs of project-related activities will be reimbursable under the subgrant award.

Initials SKW

12. The subgrantee agrees to fully cooperate with any monitoring or evaluation activities, and any related training activities initiated and/or conducted by the Criminal Justice Coordinating Council during and subsequent to the award period.

Initials SKW

13. The subgrantee agrees that consultant/contractor fees in excess of \$450.00 per eight-hour day (\$56.25 per hour) must have prior approval from the Office of Justice Programs and the Criminal Justice Coordinating Council.

Initials SKW

14. If any changes occur in the subgrantee's lobbying status or activities, a revised Disclosure of Lobbying Activities Form must be submitted. The subgrantee further understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation, or policy at any level of government without the express prior written approval of the Office of Justice Programs.

Initials SKW

15. The Criminal Justice Coordinating Council will conduct a financial and programmatic review of each grant at the end of the second quarter, and each quarter thereafter. The Criminal Justice Coordinating Council reserves the right to add any conditions to the award and/or retain any unused funds if deemed necessary.

Initials SKW

16. The subgrantee must verify Point of Contact (POC), Financial Point of Contact (FPOC), and Authorized Official contact information, including telephone number and e-mail address. If any information is incorrect or has changed, a Subgrant Adjustment Request (SAR) must be submitted in writing to document changes.

Initials SKW

17. The subgrantee agrees to comply with the Department of Justice Grants Financial Guide as posted on the OJP website.

Initials SKW

18. The subgrantee understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.

Initials SKW

19. The subgrantee understands and agrees that - (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

Initials SKW

20. All courts must use the Department of Juvenile Justice (DJJJ) Detention Assessment Instrument (DAI) for any youth considered for detention, as required by the H.B. 242, as passed in the 2013 legislative session of the Georgia General Assembly. The Predisposition Risk Assessment (PDRA) Instrument should also be used in all instances where the tool is appropriate for the youth being considered for the evidence-based program (in any instances in which the youth is adjudicated). The PDRA score should be entered into the Juvenile Tracking System (JTS), or Juvenile Data Exchange (JDEX) when available. Only youth with a moderate to high PDRA score are eligible for Incentive Grant programming.

Initials SKW

21. All grant funds must be used to serve youth who have come into contact with the juvenile justice system and would not be considered dependency cases. All youth served by the grant must have a new delinquent charge. No CHINS cases should be served.

Initials SKW

22. The subgrantee agrees that no funds shall be expensed outside of the approved budget. In addition, any funds spent under this subgrant award must be expended by the grant end date and not encumbered.

Initials SKW

23. This is a reimbursement grant. The subgrantee agrees to submit requests for reimbursement on either a monthly or quarterly basis, as selected by the subgrantee at the time of award. Subgrant Expenditure Reports are due 30 days after the end of the month (if reporting monthly) or 30 days after the end of the quarter (if reporting quarterly).

Initials SKW

24. The subgrantee certifies that state funds will not be used to supplant funds that would otherwise be made available for grant-funded initiatives. State funds must be used to supplement existing funds for program activities and not replace funds appropriated for

the same purpose. Potential supplanting will be the subject of application review, as well as pre-award review, post-award monitoring, and audit. If there is a potential presence of supplanting, the subgrantee will be required to document that the reduction in non-state resources occurred for reasons other than the receipt or anticipated receipt of state funds.

Initials SKW

25. Statistical and/or evaluation data describing project performance must be submitted to The Carl Vinson Institute of Government and the Department of Juvenile Justice through monthly surveys and quarterly reports using the prescribed format provided to the subgrantee. Failure to submit this data on a timely basis will result in the withholding of grant funds on this grant and/or any other grant administered by the Criminal Justice Coordinating Council until compliance is achieved. If reports are not received, funds for subsequent quarters may be rescinded.

Initials SKW

26. The subgrantee agrees to comply with the guidance contained in the 2024 Juvenile Justice Incentive Grant Program Request for Proposals.

Initials SKW

27. At minimum, 70% of awarded funds must be used for Evidence-Based Program costs associated with contract and direct services. No more than 30% of awarded grant funds can be used for administrative costs. Any requests to have funds allocated in a manner that does not comply with the 70/30 rule must be justified in a written statement and submitted to the Criminal Justice Coordinating Council with a Subgrant Adjustment Request (SAR). The SAR and justification will be considered on a case-by-case basis.

Initials SKW

28. The subgrantee agrees that at least 25% of the awarded funds will be spent in the first quarter, 50% in the second quarter, and 75% in the third quarter. If this condition is not met, any unused remaining funds from that quarter will be retained and managed by the Criminal Justice Coordinating Council.

Initials SKW

29. Waivers for the above 25% or 50% expenditure requirement will be granted at the discretion of the Criminal Justice Coordinating Council. No waivers will be available for the 75% requirement.

Initials SKW

30. Non-compliance with any of the special conditions contained within this document by the authorized official, project officials, and/or employees of this grant will result in a recommendation to the Criminal Justice Coordinating Council that the award be rescinded.

Initials SKW

31. The subgrantee and juvenile court permit access by the Criminal Justice Coordinating Council, or designated entity, to delinquency case information collected, managed, and stored in its JCATS or JTS database.

Initials SKW

32. The subgrantee certifies that any and all subagreements shall follow the reimbursement nature of the grant and shall not include any minimum to serve clause or fixed payment schedule. Payments issued to subcontractors shall be on a reimbursement basis and shall not be processed prior to the rendering of services. All subagreements relating to this grant shall be submitted to the Criminal Justice Coordinating Council prior to the approval and reimbursement of any Subgrant Expenditure Report (SER).

Initials SKW

33. Subgrantee acknowledges that funds provided under this grant award are state and federally-appropriated funds and may not be accessible after the end of the grant period. The final reimbursement request under this award must be received by the Criminal Justice Coordinating Council no later than October 30, 2024. In addition, if the grantee has not received payments for any prior reimbursements, the grantee must notify the Criminal Justice Coordinating Council by October 30, 2024 or risk losing access to those funds.

Initials SKW

Please be advised that failure to comply with any of the Special Conditions will result in material noncompliance with the Subgrant Agreement, thus subjecting the Subgrant Agreement to possible termination by the Criminal Justice Coordinating Council.

Typed name of Authorized Official: Shannon K. Whitfield

Title: CHAIRMAN/CEO

Signature: Shannon K. Whitfield

Date: 07/21/2023

SUBGRANTEE: Walker County Commission

SUBGRANT #: Y24-8-025

PROJECT NAME: FY24 Juvenile Justice Incentive Grant

NATURE OF ADJUSTMENT:	REVIS	ED BUDGET	Go To	SECTION I
Mark all that apply.	PROJECT PERIOD AND/OR EXTENSION.	Go To	SECTION II	
	PROJECT OFFICIALS/ADDRESSES.	Go To	SECTION III	
Adjustments of each type shown should be entered in the section indicated.	PROJECT PERSONNEL.	Go To	SECTION III	
	GOALS AND OBJECTIVES	Go To	SECTION III	
	OTHER.	Go To	SECTION III	

MUST BE JUSTIFIED AND EXPLAINED THOROUGHLY IN SECTION IV.

SECTION I. REQUEST FOR BUDGET CHANGE - JUSTIFY IN SECTION IV.

	CURRENT APPROVED	REVISIONS +/-	REVISED BUDGET
PERSONNEL	\$ 0		
EQUIPMENT	0		
SUPPLIES	0	+4,181	\$4,181
TRAVEL	0	+3,303	\$3,303
PRINTING	0		
OTHER	150,000	(7,484)	\$142,516
TOTAL	\$ 150,000		\$150,000
Federal	\$ 150,000		\$150,000
Match	\$ 0		

SECTION II. REQUEST FOR CHANGE IN PROJECT PERIOD - JUSTIFY IN SECTION IV.

CURRENT GRANT PERIOD	REQUESTED GRANT PERIOD	FOR EXTENSION, # OF MONTHS:
Start Date: 07/01/23	Start Date:	
End Date: 06/30/24	End Date:	

NOTE: The maximum extension request cannot exceed 12 months.

SECTION III. REQUESTS FOR REVISIONS TO PROJECT OFFICIALS/ADDRESSES, PROJECT PERSONNEL, GOALS AND OBJECTIVES, AND/OR OTHER NON-BUDGET, NON-PERIOD CHANGES (JUSTIFY IN SECTION IV.)

CRIMINAL JUSTICE COORDINATING COUNCIL
SUBGRANT ADJUSTMENT REQUEST
FEDERAL GRANT #

ADJ REQUEST #: 1

REQUEST DATE: 7-1-2023

SUBGRANTEE: Walker County Commission

SUBGRANT #: Y24-8-025

PROJECT NAME: FY24 Juvenile Justice Incentive Grant

SECTION IV. JUSTIFICATION OF ALL REQUESTED ADJUSTMENTS, REVISIONS, AND/OR CHANGES

All requested adjustments in Sections I, II & III (page 1) must be justified in detail in this Section. Include item costs, descriptions, equipment lists, detailed explanations, and any other information that would further clarify and support your request for adjustment. Attach additional pages as needed.

subtract \$ 7,484 from "Other" category
Add \$ 4,181 from "Other" to "Supplies" category
Add \$ 3,303 from "Other" to "travel" category

SUBMITTED BY:

Mama K. Whitefill Chairman/CEO 07/27/2023
Signature of Financial Officer or Project Director Title Date

CJCC ROUTING AND APPROVALS:	Approval	Disapproval	Reviewer Signature
Reviewed By: _____	_____	_____	_____
Authorized By: _____	_____	_____	_____

DESIGNATION OF GRANT OFFICIALS

LEGAL NAME OF AGENCY: Walker County

PROJECT TITLE: Connections NW IT4C

☒ Mr.

☐ Ms.

Dodd Worley

PROJECT DIRECTOR NAME (Type or Print)

Project Director, Connections NW IT4C

Title and Agency

101 South Duke St Lafayette 30728

Official Agency Mailing Address

423 718 7075 City NONE Zip

Daytime Telephone Number

Connections nwga@gmail.com Fax Number

E-Mail Address

☒ Mr.

☐ Ms.

Greg McConnell

FINANCIAL OFFICER (Type or Print)

Financial Office, Walker County

Title and Agency

101 South Duke St Lafayette 30728

Official Agency Mailing Address

706 638 1437 City NONE Zip

Daytime Telephone Number

g.mcconnell@walker.ga.us Fax Number

E-Mail Address

☒ Mr.

☐ Ms.

Shannon Whitfield

AUTHORIZED OFFICIAL (Type or Print)

Board Chairman, Walker County Government

Title and Agency

101 South Duke St Lafayette 30728

Official Agency Mailing Address

706 638 1437 City NONE Zip

Daytime Telephone Number

Commissioner @ walker.ga.us Fax Number

E-Mail Address

CRIMINAL JUSTICE COORDINATING COUNCIL
REIMBURSEMENT SELECTION FORM

SUBGRANT NUMBER: 424-8-025
AGENCY NAME: Walker County GA

1. SELECT A SCHEDULE FOR SUBMITTING REIMBURSEMENTS (CHECK ONE BOX)

- ☐ MONTHLY (Requests for reimbursement are due 15 days after the end of the month)
- ☒ QUARTERLY (Requests for reimbursement are due 30 days after the end of the quarter)

2. SELECT A PROCESS FOR RECEIVING REIMBURSEMENT PAYMENTS (CHECK ONE BOX)

- ☐ ELECTRONIC FUNDS TRANSFER (Reimbursements will be deposited into the bank account listed below. A voided check must be attached to ensure proper routing of funds.)

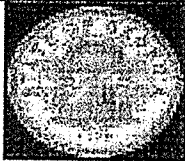
BANK NAME: Bank of LaFayette
BANK ROUTING NUMBER: 061103182
BANK ACCOUNT NUMBER: 51664
AGENCY CONTACT NAME: Greg McConnell
AGENCY CONTACT TELEPHONE NUMBER: 706-638-1437
AGENCY AUTHORIZED OFFICIAL NAME AND TITLE: Greg McConnell, CFO
AGENCY AUTHORIZED OFFICIAL SIGNATURE: [Signature]

- ☐ CHECK (Reimbursements will be mailed in the form of a check to the address listed below)

MAILING ADDRESS:
CITY, STATE & ZIP:
ATTENTION:
AGENCY AUTHORIZED OFFICIAL SIGNATURE:

For CJCC Use ONLY

CJCC Auditor:	
Phone Number:	
Grant Award Number:	
GBI Entry Initial/Date:	



SUPPLIER (VENDOR) MANAGEMENT FORM

Agency Vendor Liaisons **MUST** review this form to ensure the supplier has completed the appropriate highlighted sections 2-5.

Agency Vendor Liaisons **MUST** complete Section 1 the "AGENCY LIAISON USE ONLY" section prior to submission to SAO.

SECTION 1 – STATE OF GEORGIA-AGENCY LIAISON USE ONLY

CHECK ONE AND ENTER ID NUMBER

☐	Newly Assigned Supplier ID	
☐	Existing TeamWorks Supplier ID	

SPECIFY THE TYPE OF ACTION(S) REQUESTED BY THE SUPPLIER (VENDOR)

☐	Change Bank Acct - Enter Loc#		(Required for Bank Changes)				
☐	Change Address – Enter Addr ID#		(Required for Address Changes)				
☐	Replace Invoicing Address	Loc#	Addr ID#	☐	Replace Remittance Address	Loc#	Addr ID#
☐	HCM Vendor						
☐	Statewide Contract (DOAS Use Only)						
☐	Classification Change (circle one) Attorney, Gov Non-State of GA, HCM, Non-Supplier, Student, Supplier Minority, Supplier Non-minority						
☐	Other (Provide Details in Section 6 and Initial)						

SECTION 2 – SUPPLIER IDENTIFICATION (Complete all applicable fields) SUPPLIER USE ONLY

FEI/SSN/TIN NUMBER: 58-6000901

SUPPLIER NAME: Walker County GA

PAYMENT ALT NAME: (IF PAYABLE TO A DIFFERENT NAME)

ADDRESS: PO Box 445

CITY: LaFayette

STATE: GA

ZIP CODE: 30728

COUNTRY: USA

DRIVERS LICENSE #:

DL STATE:

PRIMARY#: 706-638-1437

EXT:

SECONDARY#: 423-488-1920

EXT:

LANDLINE ☐ CELL ☐ (USED FOR IDENTITY VERIFICATION)

LANDLINE ☐

CELL ☐

(USED FOR IDENTITY VERIFICATION)

CONTACT EMAIL: g.mcconnell@walkerga.us

SECTION 3 – BANK ACCOUNT INFORMATION

(REQUIRED FOR ALL NEW SUPPLIERS OR BANKING CHANGES/ADDS FOR EXISTING SUPPLIERS) SUPPLIER USE ONLY

ROUTING # 0 6 1 1 0 3 1 8 2 ACCOUNT # 51664

☐ Check here if General Bank Account can be used by ALL State of Georgia agencies making payments.

☒ Check here if this account can only be used for a SPECIFIC PURPOSE. Grant funds

Describe specific purpose

ACCOUNTS RECEIVABLE NOTIFICATION

PYMT REMIT EMAIL: finance@walkerga.us

PYMT REMIT EMAIL: g.mcconnell@walkerga.us

I authorize the State of Georgia to deposit payment for goods and/or services received into the provided bank account by the Automated Clearing House (ACH). I further acknowledge that this agreement is to remain in full effect until such time as changes to the bank account information are submitted in writing by the vendor or individual named below. It is the sole responsibility of the vendor or individual to notify the State of Georgia of any changes to the bank account information. The State of Georgia independently authenticates bank account ownership.

Greg McConnell

Printed Name of Company Officer

Signature of Company Officer

Date

7/13/2022

SECTION 4 – SPECIFY TYPE OF ACTION(S). CHECK ALL THAT APPLY TO THIS REQUEST.

☐	Deactivate Supplier Profile <i>(Enter justification in Section 6)</i>
☐	Reactivate Supplier Profile
☐	Add <u>New</u> Bank Account (Must complete Section 3)
☐	Change <u>Existing</u> Bank Account (Must complete Sections 1 & 3)
☐	FEI/TIN Change (Cannot be changed if 1099 applicable)
☐	Supplier (Business) Name Change
☐	Add <u>Additional</u> Business Address (Must complete Section 2)
☐	Change <u>Existing</u> Business Address (Must complete Sections 1 & 2)
☐	Non- 1099 Applicable ☐ 1099 Applicable ☐
☐	1099-M ☐ Enter Code ☐ <i>(Required for Form 1099-M)</i>
☐	1099-N ☐ Code ☐ 01 <i>(01 is the only code available for the 1099-NEC)</i>
☐	1099 ADDR ID# ☐ <i>(Enter Address ID # where to mail 1099)</i>
☐	Other <i>(Provide Details in Section 6)</i>

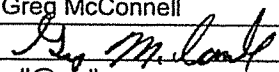
SECTION 5 – TYPE OF BUSINESS (Check All That Apply)

BUSINESS CERTIFICATIONS – CHECK ALL THAT APPLY				MINORITY BUSINESS ENTERPRISE (51% Owned):			
☐ *Small Business	☐	☐ Women Owned	☐	☐ Hispanic – Latino	☐ African American	☐ Native American	
☐ GA Resident Business	☐	☐ Minority Business Certified	☐	☐ Asian American	☐ Pacific Islander	☐ Not Applicable	

*Based on Georgia law (OCGA 50-5-21) (3) "Small Business" means any business which is independently owned and operated. Additionally, such business must either have 300 or less employees OR \$30 million or less in gross receipts per year.

SECTION 6 – ADDITIONAL SUPPLIER COMMENTS (Required if the "Other" or "Deactivate" boxes are checked in Section 1

By my signature, I certify that all reasonable effort has been made to submit information that is complete, accurate, true, and is associated with the supplier's name and Tax ID listed below.

Liaison Name: <u>Greg McConnell</u>	Agency BU#: _____
Signature: <u></u>	Date: <u>7/13/2023</u>
Email: <u>g.mcconnell@walkerga.us</u>	Phone: <u>706-638-1437</u>

Attachment A-5

State of Georgia – Criminal Justice Coordinating Council

Juvenile Justice Incentive Grant

Forms, Assurances, and Certifications

ACCOUNTING SYSTEM/INTERNAL CONTROL QUESTIONNAIRE

Applies to All Applicants

SECTION A: ACCOUNTING SYSTEM

1. Which of the following best describes the accounting system? If the applicant is using a commercial accounting package, attach a copy of the cover page of the run manual.

☐ Manual ☒ Automated ☐ Combination

2. Is there a chart of accounts? If yes, please attach a copy of the chart of accounts.

☒ Yes ☐ No

3. Are the following books of accounts maintained? Please check "yes" or "no".

Description	Yes	No
General Ledger	x	
Project Cost Ledger	x	
Cash Receipts Journal	x	
Payroll Journal	x	
Accounts Receivable Ledger	x	
Accounts Payable Ledger	x	
Purchase Journal	x	

4. Does the accounting system adequately identify receipts and expenditures for each grant or contract?

☒ Yes ☐ No

5. Does the accounting system provide for recording of expenses for each program by budget cost category?

☒ Yes ☐ No

6. Are time distribution records maintained for each employee to account for 100 percent of his/her hours?
Please attach a sample of a completed time sheet.

☒ Yes ☐ No

7. Are recording keeping duties for the receipts and the payment of cash separated?

☒ Yes ☐ No

8. Are all accounting entries supported by documentation that gave rise to the transaction?

☒ Yes ☐ No

9. Are budgetary controls in effect to preclude incurring obligations in excess of total funds available for an award?

☒ Yes ☐ No

10. Are budgetary controls in effect to precluding incurring obligations in excess of total funds available for a budget cost category?
☒ Yes ☐ No

SECTION B: FUND CONTROL

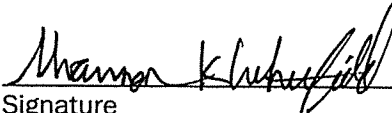
1. Is a separate bank account maintained for grant/contract funds?
☒ Yes ☐ No
2. If federal grant/contract funds are maintained in same bank account as fiscal agent funds, can the federal grant funds and related costs and expenses be readily identified?
☒ Yes ☐ No

SECTION C: COMMENTS/EXPLANATIONS

The Juvenile Justice Grant does not have employees. Pesonnel are contracted with to manage the Grant and to fulfill its obligations

SECTION D: CERTIFICATION

I certify that the above information is complete and correct to the best of my knowledge.

 07/27/2023
Signature Date
SOC Applicant Agency, Executive Officer

Signature Date
SOC Fiscal Agent, Financial Officer
(If fiscal agent is not the applicant agency)

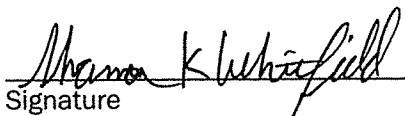
NON-SUPPLANTING CERTIFICATION
Applies to All Applicants

Regulations adopted by the Criminal Justice Coordinating Council (CJCC) require certification to the effect that grant funds will not be used to increase state or local funds that would, in the absence of such grant aid, be made available for the purpose of this grant program.

CERTIFICATION:

I certify that grant funds will not be used to supplant state or local funds that would otherwise be available for implementation of this grant program. I further certify that the program proposed in the grant application meets all the requirements of the applicable CJCC Request for Proposals; that all the information presented is correct; that there has been appropriate coordination with affected agencies; and that the applicant will comply with the provisions of the CJCC, all applicable federal and state laws, and the above-mentioned certification should a grant be awarded.

Authorizing Official:



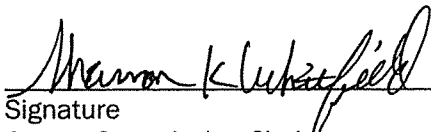
Signature Date
Applicant Agency Executive Officer

SERVICE DELIVERY STRATEGY ACT COMPLIANCE CERTIFICATION
Applies to Local Government Entities Only
www.dca.servicedelivery.org

CERTIFICATION:

I, (County Commission Chair) Shannon K. Whitfield, certify that (County Name) Walker
County is in compliance with the Service Delivery Strategy Act (House Bill 489). I also understand that if my county is
not in compliance, the county and city governments contained herein are not eligible to receive state administered
financial assistance, grants, loans, or permits.

Authorizing Official:



Signature Date
County Commission Chairperson

IMMIGRATION AND SECURITY FORM
Applies to All Applicants

A. In order to insure compliance with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act OCGA 13-10-90 et.seq., Contractor must initial one of the sections below:

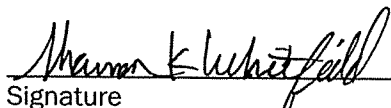
_____ Contractor has 500 or more employees and Contractor warrants that Contractor has complied with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act by registering at <https://www.vis-dhs.com/EmployerRegistration> and verifying information of all new employees; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 et.seq.

_____ Contractor has 100-499 employees and Contractor warrants that no later than July 1, 2008, Contractor will register at <https://www.visdhs.com/EmployerRegistration> to verify information of all new employees in order to comply with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 et.seq.

_____ Contractor has 99 or fewer employees and Contractor warrants that no later than July 1, 2009, Contractor will register at <https://www.visdhs.com/EmployerRegistration> to verify information of all new employees in order to comply with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 et.seq.

B. Contractor warrants that Contractor has included a similar provision in all written agreements with any subcontractors engaged to perform services under this Contract.

Authorizing Official:



Signature

Date

Applicant Agency Executive Officer

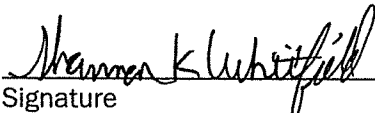
Firm Name: *Walker County Government*
Street/Mailing Address: *101 South Duke St*
City, State, Zip Code: *Lafayette, GA 30728*
Telephone Number: *706 638 1437*
Email Address: *commissioner@walkerga.us*

OTHER CERTIFICATIONS
Applies to All Applicants

Regulations adopted by the Criminal Justice Coordinating Council (CJCC) require certification to the effect that grant funds will not be used to increase state or local funds that would, in the absence of such grant aid, be made available for the purpose of this grant program.

1. Any person associated with the program that has reasonable cause to believe that a child has been or is being abused, shall be required to report or cause report to be made with regard to the abuse as provided in O.C.G.A. 19-7-5.
2. Background investigations (Georgia Crime Information Center) are required on all persons with direct contact with children and youth. It is left to the discretion of the SOC governance partners to determine the methodology for completing these investigations.
3. Establish/enforce an Internet Security Policy when minor participants and/or staff have online access (supervised or unsupervised). This includes any technology provided by CJCC funding and technology used by participants during a CJCC-funded program.
4. The grantee agrees to comply with Public Law 103-227, also known as the Pro-Children Act of 1994, which requires that smoking not be permitted in any portion of any indoor facility owed or leased or contracted for by the grantee and used routinely or regularly for the provision of healthy care, day care, early childhood development services, education or library services to children under the age of 18. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the grantee.

Authorizing Official:

 07/27/2023
Signature Date
Applicant Agency Executive Officer

ASSURANCES (Applies to All Applicants)

The Applicant hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-87, A-110, A-122, A-133; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies that:

1. It possesses legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information may be required.

2. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally - assisted programs.

3. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et seq.)

4. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act if applicable.

5. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

6. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.

7. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.

8. It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

9. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, . approved December 31, 1976, Section 102(a) which requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
10. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569 a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

11. It will comply, and assure the compliance of all its subgrantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.

12. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

13. It will comply, and all its contractors will comply, with the nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

14. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

15. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.

16. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

Authorizing Official:


Signature
Applicant Agency Executive Officer

Date



U.S. Department of Justice
Office of Justice Programs
Office of the Comptroller

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510-

A. The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an on-going drug-free awareness program to inform employees about--
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant,

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted--

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (c), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ☐ if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

Walker County GA; PO Box 445; LaFayette, GA 30728

2. Application Number and/or Project Name

Y24-8-025

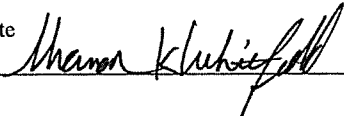
3. Grantee IRS/Vendor Number

FEI 58-6000901

4. Typed Name and Title of Authorized Representative

Shannon K. Whitfield, Chairman/CEO

5. Signature 6. Date

 07/27/2023

Attachment A-3 State of Georgia – Criminal Justice Coordinating
Council Juvenile Justice Incentive Grant Program
Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as “Memorandum”) is entered into on July 1, 2023, (hereinafter referred to as “effective date”) and ends on June 30, 2024, by and between Dodd C. Worley residing at 572 Bicentennial Trail, Rock Spring, Georgia 30739, (hereinafter referred to as the “First Party”) and Walker County, Georgia residing at 101 South Duke St. Lafayette, Georgia 30728, (hereinafter referred to as the “Second Party”) for the purpose of establishing and achieving various goals and objective relating to the partnership. The First Party and Second Party are collectively referred to herein as the as the “Parties.” “Partnership” as used herein shall mean the cooperation between the Parties to accomplish the goals and objectives of this Memorandum.

WHEREAS, the Parties desire to enter into the herein described agreement in which they shall work together to accomplish the goals and objectives set forth herein;

AND WHEREAS, the Parties are desirous to enter an understanding, thus setting out all necessary working arrangements that the Parties agree shall be necessary to complete this partnership;

MISSION

The partnership has been established with the following intended mission in mind:

The proposed programs will provide intensive juvenile justice case management and behavioral health intervention and support, as well as integration into a well-planned and coordinated system of care within the local community to foster positive relationships between the youth, their families, and their communities and to reduce and/or prevent recidivism.

The Thinking for a Change model will provide cognitive behavioral therapy featuring three key components including teaching social skills, cognitive self-change, and problem solving skills.

PURPOSE AND SCOPE

The Parties intend for this Memorandum of Understanding to provide the cornerstone and structure for any and all possibly impending binding contract, which may be related to the partnership.

RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES

It is the desire and the intent of the Parties that this document should not and thus shall neither establish nor create any form or manner of a formal agreement or indenture, but rather an agreement between the Parties to work together in such a manner that would promote a genuine atmosphere of collaboration and alliance in the support of an effective and efficient partnership and leadership meant to maintain, safeguard and sustain sound and optimal managerial, financial and administrative commitment with regards to all matters related to the partnership through means of the following individual services.

SERVICES COOPERATION

Dodd C. Worley shall render and provide the following services that include, but are not limited to:

Provide oversight, direction, marketing, outreach, and administrative duties such as outcome data collection and reporting. Provide program eligibility determination; assist program participants in navigating the mental health system and in identifying formal and informal supports; assemble youth and family teams, as well as schedule and facilitate ongoing team meetings; help determine needs and resources; monitor the implementation of the teams' plans; make collateral contacts; coordinate with system of care partners in order to meet the individualized needs of participants; provide direction to multiple staff covering four (4) counties, including training, mentoring, and support; co-facilitate the Thinking for a Change program as needed.

Walker County Georgia shall render and provide the following services that include, but are not limited to:

Walker County shall reimburse Dodd C. Worley for aforementioned services at a rate of \$28.65 per hour. No benefits will be provided.

Walker County shall reimburse Dodd C. Worley for mileage at the state approved rate (currently .585 cents per mile)

TIMELINE

The above outlined scope and objective shall be contingent on the Parties obtaining the necessary funds required for the partnership through grants or business loan applications, if any. Responsibilities under this Memorandum of Understanding may coincide with the grant period.

TERMS OF UNDERSTANDING

The term of this Memorandum of Understanding shall be for a period from the effective date until June 30, 2024, and may be extended upon written mutual agreement of both Parties.

AMENDMENT OR CANCELLATION OF THIS MEMORANDUM

This Memorandum of Understanding may be amended or modified at any time in writing by mutual consent of both parties.

In addition, the Memorandum of Understanding may be cancelled by either party with 90 days advance written notice, except where cause for cancellation includes a material and significant breach of any of the provisions contained herein, whereupon it may be cancelled upon delivery of written notice to the other party.

GENERAL PROVISIONS

The Parties acknowledge and understand that they must be able to fulfill their responsibilities under this Memorandum of Understanding in accordance with the provisions of the law and regulations that govern their activities. Nothing in the Memorandum is intended to negate or otherwise render ineffective any such provisions or operating procedures. The parties assume full responsibility for their performance under the terms of this Memorandum.

If at any time either party is unable to perform their duties or responsibilities under this Memorandum of Understanding consistent with such party's statutory and regulatory mandates, the affected party shall immediately provide written notice to the other party to establish a date for resolution of the matter.

LIMITATION OF LIABILITY

No rights or limitation of rights shall arise or be assumed between the Parties as a result of the terms of this Memorandum of Understanding.

NOTICE

Any notice or communication required or permitted under this Memorandum shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address of the party receiving the communication set forth in the opening paragraph or to such address as either party may have furnished to the other in writing.

GOVERNING LAW

This Memorandum of Understanding shall be governed by and construed in accordance with the laws of the State of Georgia.

SEVERABILITY CLAUSE

In the event that any provision of this Memorandum of Understanding shall be deemed to be severable or invalid, and if any term, condition, phrase or portion of this Memorandum shall be determined to be unlawful or otherwise unenforceable, the remainder of the Memorandum shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this Memorandum to be invalid or unenforceable, but that by limiting said provision, this Memorandum would become valid and enforceable, then the parties intend that provision to be so limited.

ASSIGNMENT

Neither party to this Memorandum of Understanding may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party. The parties agree to act in good faith with regard to assignment of responsibilities.

ENTIRE UNDERSTANDING

The herein contained Memorandum of Understanding constitutes the entire understanding of the Parties pertaining to all matters contemplated hereunder at this time. The Parties signing this Memorandum desire or intend that any future contract, license, or other agreement entered into between the Parties subsequent hereto shall supersede and preempt any conflicting provision of this Memorandum of Understanding whether written or oral.

MEMORANDUM SUMMARIZATION

FURTHERMORE, the Parties to this Memorandum have mutually acknowledged and agreed to the following:

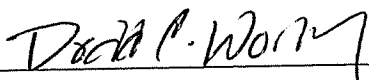
- - The Parties to this Memorandum shall work together in a cooperative and coordinated effort, and in such a manner and fashion to bring about the achievement and fulfillment of the goals and objectives of the partnership.
 - - It is not the intent of this Memorandum to restrict the Parties to this Agreement from their involvement or participation with any other public or private individuals, agencies or organizations.
 - - The Parties to this Memorandum shall mutually contribute and take part in any and all phases of the planning and development of the partnership, to the fullest extent possible.
 - - It is not the intent or purpose of this Memorandum to create any rights, benefits and/or fiduciary responsibilities by or between the parties.
 - - The Memorandum shall in no way hold or obligate either Party to supply or transfer funds to maintain and/or sustain the partnership.
 - - Should there be any need or cause for the reimbursement or the contribution of any funds to or in support of the partnership, it shall then be controlled in accordance with Georgia governing laws, regulations and/or procedures.
 - - In the event that contributed funds should become necessary, any such endeavor shall be outlined in a separate and mutually agreed upon written agreement by the Parties or representatives of the Parties in accordance with current governing laws and regulations, and in no way does this Memorandum provide such right or authority.
-

- - The Parties to this Memorandum have the right to individually or jointly terminate their participation in this Agreement provided that advanced written notice is delivered to the other party.
- - Upon the signing of this Memorandum by both Parties, this Agreement shall be in full force and effect.

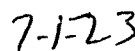
AUTHORIZATION AND EXECUTION

The signing of this Memorandum of Understanding does not constitute a formal undertaking, and as such it simply intends that the signatories shall strive to reach, to the best of their abilities, the goals and objectives stated in this Memorandum.

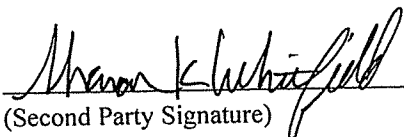
This Memorandum shall be signed by Dodd C. Worley and Walker County Georgia and shall be effective as of the date first written above.



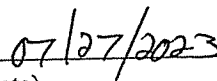
(First Party Signature)
Dodd C. Worley



(Date)



(Second Party Signature)
Walker County Georgia



(Date)

Attachment A-3 State of Georgia – Criminal Justice Coordinating
Council Juvenile Justice Incentive Grant Program
Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as “Memorandum”) is entered into on July 1, 2023, (hereinafter referred to as “effective date”) and ends on June 30, 2024, by and between Matt Waldrop residing at 1209 South Chattanooga Street, LaFayette, Georgia 30728, (hereinafter referred to as the “First Party”) and Walker County, Georgia residing at 101 South Duke St. Lafayette, Georgia 30728, (hereinafter referred to as the “Second Party”) for the purpose of establishing and achieving various goals and objective relating to the partnership. The First Party and Second Party are collectively referred to herein as the as the “Parties.” “Partnership” as used herein shall mean the cooperation between the Parties to accomplish the goals and objectives of this Memorandum.

WHEREAS, the Parties desire to enter into the herein described agreement in which they shall work together to accomplish the goals and objectives set forth herein;

AND WHEREAS, the Parties are desirous to enter an understanding, thus setting out all necessary working arrangements that the Parties agree shall be necessary to complete this partnership;

MISSION

The partnership has been established with the following intended mission in mind:

The proposed programs will provide intensive juvenile justice case management and behavioral health intervention and support, as well as integration into a well-planned and coordinated system of care within the local community to foster positive relationships between the youth, their families, and their communities and to reduce and/or prevent recidivism.

The Thinking for a Change model will provide cognitive behavioral therapy featuring three key components including teaching social skills, cognitive self-change, and problem solving skills.

PURPOSE AND SCOPE

The Parties intend for this Memorandum of Understanding to provide the cornerstone and structure for any and all possibly impending binding contract, which may be related to the partnership.

RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES

It is the desire and the intent of the Parties that this document should not and thus shall neither establish nor create any form or manner of a formal agreement or indenture, but rather an agreement between the Parties to work together in such a manner that would promote a genuine atmosphere of collaboration and alliance in the support of an effective and efficient partnership and leadership meant to maintain, safeguard and sustain sound and optimal managerial, financial and administrative commitment with regards to all matters related to the partnership through means of the following individual services.

SERVICES COOPERATION

Matt Waldrop will co-facilitate the Thinking for a Change program.

Walker County Georgia shall render and provide the following services that include, but are not limited to:

Walker County shall reimburse Matt Waldrop for aforementioned services at a rate of \$26.50 per hour. No benefits will be provided.

TIMELINE

The above outlined scope and objective shall be contingent on the Parties obtaining the necessary funds required for the partnership through grants or business loan applications, if any. Responsibilities under this Memorandum of Understanding may coincide with the grant period.

TERMS OF UNDERSTANDING

The term of this Memorandum of Understanding shall be for a period from the effective date until June 30, 2024 and may be extended upon written mutual agreement of both Parties.

AMENDMENT OR CANCELLATION OF THIS MEMORANDUM

This Memorandum of Understanding may be amended or modified at any time in writing by mutual consent of both parties.

In addition, the Memorandum of Understanding may be cancelled by either party with 90 days advance written notice, except where cause for cancellation includes a material and significant breach of any of the provisions contained herein, whereupon it may be cancelled upon delivery of written notice to the other party.

GENERAL PROVISIONS

The Parties acknowledge and understand that they must be able to fulfill their responsibilities under this Memorandum of Understanding in accordance with the provisions of the law and regulations that govern their activities. Nothing in the Memorandum is intended to negate or

otherwise render ineffective any such provisions or operating procedures. The parties assume full responsibility for their performance under the terms of this Memorandum.

If at any time either party is unable to perform their duties or responsibilities under this Memorandum of Understanding consistent with such party's statutory and regulatory mandates, the affected party shall immediately provide written notice to the other party to establish a date for resolution of the matter.

LIMITATION OF LIABILITY

No rights or limitation of rights shall arise or be assumed between the Parties as a result of the terms of this Memorandum of Understanding.

NOTICE

Any notice or communication required or permitted under this Memorandum shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address of the party receiving the communication set forth in the opening paragraph or to such address as either party may have furnished to the other in writing.

GOVERNING LAW

This Memorandum of Understanding shall be governed by and construed in accordance with the laws of the State of Georgia.

SEVERABILITY CLAUSE

In the event that any provision of this Memorandum of Understanding shall be deemed to be severable or invalid, and if any term, condition, phrase or portion of this Memorandum shall be determined to be unlawful or otherwise unenforceable, the remainder of the Memorandum shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this Memorandum to be invalid or unenforceable, but that by limiting said provision, this Memorandum would become valid and enforceable, then the parties intend that provision to be so limited.

ASSIGNMENT

Neither party to this Memorandum of Understanding may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party. The parties agree to act in good faith with regard to assignment of responsibilities.

ENTIRE UNDERSTANDING

The herein contained Memorandum of Understanding constitutes the entire understanding of the Parties pertaining to all matters contemplated hereunder at this time. The Parties signing this Memorandum desire or intend that any future contract, license, or other agreement entered into between the Parties subsequent hereto shall supersede and preempt any conflicting provision of this Memorandum of Understanding whether written or oral.

MEMORANDUM SUMMARIZATION

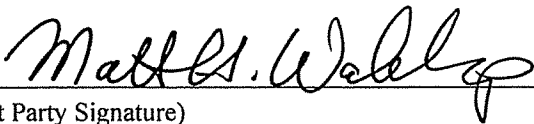
FURTHERMORE, the Parties to this Memorandum have mutually acknowledged and agreed to the following:

- - The Parties to this Memorandum shall work together in a cooperative and coordinated effort, and in such a manner and fashion to bring about the achievement and fulfillment of the goals and objectives of the partnership.
- - It is not the intent of this Memorandum to restrict the Parties to this Agreement from their involvement or participation with any other public or private individuals, agencies or organizations.
- - The Parties to this Memorandum shall mutually contribute and take part in any and all phases of the planning and development of the partnership, to the fullest extent possible.
- - It is not the intent or purpose of this Memorandum to create any rights, benefits and/or fiduciary responsibilities by or between the parties.
- - The Memorandum shall in no way hold or obligate either Party to supply or transfer funds to maintain and/or sustain the partnership.
- - Should there be any need or cause for the reimbursement or the contribution of any funds to or in support of the partnership, it shall then be controlled in accordance with Georgia governing laws, regulations and/or procedures.
- - In the event that contributed funds should become necessary, any such endeavor shall be outlined in a separate and mutually agreed upon written agreement by the Parties or representatives of the Parties in accordance with current governing laws and regulations, and in no way does this Memorandum provide such right or authority.
- - The Parties to this Memorandum have the right to individually or jointly terminate their participation in this Agreement provided that advanced written notice is delivered to the other party.
- - Upon the signing of this Memorandum by both Parties, this Agreement shall be in full force and effect.

AUTHORIZATION AND EXECUTION

The signing of this Memorandum of Understanding does not constitute a formal undertaking, and as such it simply intends that the signatories shall strive to reach, to the best of their abilities, the goals and objectives stated in this Memorandum.

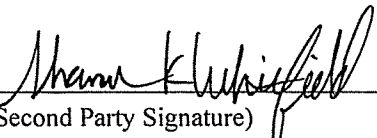
This Memorandum shall be signed by Matt Waldrop and Walker County Georgia and shall be effective as of the date first written above.



(First Party Signature)
Matt Waldrop

7-1-23

(Date)



(Second Party Signature)
Walker County Georgia

07/27/2023

(Date)

Attachment A-3 State of Georgia – Criminal Justice Coordinating
Council Juvenile Justice Incentive Grant Program
Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as “Memorandum”) is entered into on July 1, 2023, (hereinafter referred to as “effective date”) and ends on June 30, 2024, by and between John Burgess residing at 310 North Main Street, LaFayette, Georgia 30728, (hereinafter referred to as the “First Party”) and Walker County, Georgia residing at 101 South Duke St. Lafayette, Georgia 30728, (hereinafter referred to as the “Second Party”) for the purpose of establishing and achieving various goals and objective relating to the partnership. The First Party and Second Party are collectively referred to herein as the as the “Parties.” “Partnership” as used herein shall mean the cooperation between the Parties to accomplish the goals and objectives of this Memorandum.

WHEREAS, the Parties desire to enter into the herein described agreement in which they shall work together to accomplish the goals and objectives set forth herein;

AND WHEREAS, the Parties are desirous to enter an understanding, thus setting out all necessary working arrangements that the Parties agree shall be necessary to complete this partnership;

MISSION

The partnership has been established with the following intended mission in mind:

The proposed programs will provide intensive juvenile justice case management and behavioral health intervention and support, as well as integration into a well-planned and coordinated system of care within the local community to foster positive relationships between the youth, their families, and their communities and to reduce and/or prevent recidivism.

The Thinking for a Change model will provide cognitive behavioral therapy featuring three key components including teaching social skills, cognitive self-change, and problem solving skills.

PURPOSE AND SCOPE

The Parties intend for this Memorandum of Understanding to provide the cornerstone and structure for any and all possibly impending binding contract, which may be related to the partnership.

RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES

It is the desire and the intent of the Parties that this document should not and thus shall neither establish nor create any form or manner of a formal agreement or indenture, but rather an agreement between the Parties to work together in such a manner that would promote a genuine

atmosphere of collaboration and alliance in the support of an effective and efficient partnership and leadership meant to maintain, safeguard and sustain sound and optimal managerial, financial and administrative commitment with regards to all matters related to the partnership through means of the following individual services.

SERVICES COOPERATION

John Burgess shall render and provide the following services that include, but are not limited to: John Burgess will provide mentoring and advocacy services to youth and families participating in the Connections grant, and serve as a family assistance specialist to those in the Connections grant. John Burgess will also co-facilitate the Thinking for a Change program.

Walker County Georgia shall render and provide the following services that include, but are not limited to:

Walker County shall reimburse John Burgess for aforementioned services at a rate of \$28.65 per hour. No benefits will be provided.

TIMELINE

The above outlined scope and objective shall be contingent on the Parties obtaining the necessary funds required for the partnership through grants or business loan applications, if any. Responsibilities under this Memorandum of Understanding may coincide with the grant period.

TERMS OF UNDERSTANDING

The term of this Memorandum of Understanding shall be for a period from the effective date until June 30, 2024 and may be extended upon written mutual agreement of both Parties.

This Memorandum of Understanding may be amended or modified at any time in writing by mutual consent of both parties.

In addition, the Memorandum of Understanding may be cancelled by either party with 90 days advance written notice, except where cause for cancellation includes a material and significant breach of any of the provisions contained herein, whereupon it may be cancelled upon delivery of written notice to the other party.

GENERAL PROVISIONS

The Parties acknowledge and understand that they must be able to fulfill their responsibilities under this Memorandum of Understanding in accordance with the provisions of the law and regulations that govern their activities. Nothing in the Memorandum is intended to negate or otherwise render ineffective any such provisions or operating procedures. The parties assume full responsibility for their performance under the terms of this Memorandum.

If at any time either party is unable to perform their duties or responsibilities under this Memorandum of Understanding consistent with such party's statutory and regulatory mandates,

the affected party shall immediately provide written notice to the other party to establish a date for resolution of the matter.

LIMITATION OF LIABILITY

No rights or limitation of rights shall arise or be assumed between the Parties as a result of the terms of this Memorandum of Understanding.

NOTICE

Any notice or communication required or permitted under this Memorandum shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address of the party receiving the communication set forth in the opening paragraph or to such address as either party may have furnished to the other in writing.

GOVERNING LAW

This Memorandum of Understanding shall be governed by and construed in accordance with the laws of the State of Georgia.

SEVERABILITY CLAUSE

In the event that any provision of this Memorandum of Understanding shall be deemed to be severable or invalid, and if any term, condition, phrase or portion of this Memorandum shall be determined to be unlawful or otherwise unenforceable, the remainder of the Memorandum shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this Memorandum to be invalid or unenforceable, but that by limiting said provision, this Memorandum would become valid and enforceable, then the parties intend that provision to be so limited.

ASSIGNMENT

Neither party to this Memorandum of Understanding may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party. The parties agree to act in good faith with regard to assignment of responsibilities.

ENTIRE UNDERSTANDING

The herein contained Memorandum of Understanding constitutes the entire understanding of the Parties pertaining to all matters contemplated hereunder at this time. The Parties signing this Memorandum desire or intend that any future contract, license, or other agreement entered into between the Parties subsequent hereto shall supersede and preempt any conflicting provision of this Memorandum of Understanding whether written or oral.

MEMORANDUM SUMMARIZATION

FURTHERMORE, the Parties to this Memorandum have mutually acknowledged and agreed to the following:

- - The Parties to this Memorandum shall work together in a cooperative and coordinated effort, and in such a manner and fashion to bring about the achievement and fulfillment of the goals and objectives of the partnership.
- - It is not the intent of this Memorandum to restrict the Parties to this Agreement from their involvement or participation with any other public or private individuals, agencies or organizations.
- - The Parties to this Memorandum shall mutually contribute and take part in any and all phases of the planning and development of the partnership, to the fullest extent possible.
- - It is not the intent or purpose of this Memorandum to create any rights, benefits and/or fiduciary responsibilities by or between the parties.
- - The Memorandum shall in no way hold or obligate either Party to supply or transfer funds to maintain and/or sustain the partnership.
- - Should there be any need or cause for the reimbursement or the contribution of any funds to or in support of the partnership, it shall then be controlled in accordance with Georgia governing laws, regulations and/or procedures.
- - In the event that contributed funds should become necessary, any such endeavor shall be outlined in a separate and mutually agreed upon written agreement by the Parties or representatives of the Parties in accordance with current governing laws and regulations, and in no way does this Memorandum provide such right or authority.
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- - Upon the signing of this Memorandum by both Parties, this Agreement shall be in full force and effect.

AUTHORIZATION AND EXECUTION

The signing of this Memorandum of Understanding does not constitute a formal undertaking, and as such it simply intends that the signatories shall strive to reach, to the best of their abilities, the goals and objectives stated in this Memorandum.

This Memorandum shall be signed by John Burgess and Walker County Georgia and shall be effective as of the date first written above.

John Burgess 7/1/23
(First Party Signature) (Date)
John Burgess

Marian Klutznick 07/27/2023
(Second Party Signature) (Date)
Walker County Georgia

Attachment A-3 State of Georgia – Criminal Justice Coordinating
Council Juvenile Justice Incentive Grant Program
Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as “Memorandum”) is entered into on July 1, 2023, (hereinafter referred to as “effective date”) and ends on June 30, 2024, by and between _____ residing at _____, (hereinafter referred to as the “First Party”) and Walker County, Georgia residing at 101 South Duke St. Lafayette, Georgia 30728, (hereinafter referred to as the “Second Party”) for the purpose of establishing and achieving various goals and objective relating to the partnership. The First Party and Second Party are collectively referred to herein as the as the “Parties.” “Partnership” as used herein shall mean the cooperation between the Parties to accomplish the goals and objectives of this Memorandum.

WHEREAS, the Parties desire to enter into the herein described agreement in which they shall work together to accomplish the goals and objectives set forth herein;

AND WHEREAS, the Parties are desirous to enter an understanding, thus setting out all necessary working arrangements that the Parties agree shall be necessary to complete this partnership;

MISSION

The partnership has been established with the following intended mission in mind:

The proposed programs will provide intensive juvenile justice case management and behavioral health intervention and support, as well as integration into a well-planned and coordinated system of care within the local community to foster positive relationships between the youth, their families, and their communities and to reduce and/or prevent recidivism.

The Thinking for a Change model will provide cognitive behavioral therapy featuring three key components including teaching social skills, cognitive self-change, and problem solving skills.

PURPOSE AND SCOPE

The Parties intend for this Memorandum of Understanding to provide the cornerstone and structure for any and all possibly impending binding contract, which may be related to the partnership.

RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES

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atmosphere of collaboration and alliance in the support of an effective and efficient partnership and leadership meant to maintain, safeguard and sustain sound and optimal managerial, financial and administrative commitment with regards to all matters related to the partnership through means of the following individual services.

SERVICES COOPERATION

shall render and provide the following services that include, but are not limited to:
will provide
Walker County Georgia shall render and provide the following services that include, but are not limited to:
Walker County shall reimburse John Burgess for aforementioned services at a rate of \$25.00 per hour. No benefits will be provided.

TIMELINE

The above outlined scope and objective shall be contingent on the Parties obtaining the necessary funds required for the partnership through grants or business loan applications, if any. Responsibilities under this Memorandum of Understanding may coincide with the grant period.

TERMS OF UNDERSTANDING

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GENERAL PROVISIONS

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If at any time either party is unable to perform their duties or responsibilities under this Memorandum of Understanding consistent with such party's statutory and regulatory mandates, the affected party shall immediately provide written notice to the other party to establish a date for resolution of the matter.

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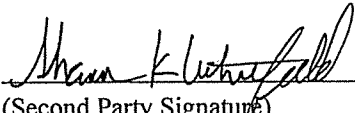
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AUTHORIZATION AND EXECUTION

The signing of this Memorandum of Understanding does not constitute a formal undertaking, and as such it simply intends that the signatories shall strive to reach, to the best of their abilities, the goals and objectives stated in this Memorandum.

This Memorandum shall be signed by _____ and Walker County Georgia and shall be effective as of the date first written above.

(First Party Signature) (Date)

_____
(Second Party Signature) (Date)
Walker County Georgia

Walker County Departmental Statistics - June 2023



Department		Monthly Totals				YTD Totals		YTD Totals		Yearly Totals		Yearly Totals		Yearly Totals			
		May		June		2023		2022		2021		2020		2019		2018	
		Dogs	Cats	Dogs	Cats	Dogs	Cats	Dogs	Cats	Dogs	Cats	Dogs	Cats	Dogs	Cats	Dogs	Cats
Animal Shelter																	
Intake		89	38	110	50	637	260	1,138	452	1,322	648	1,093	516	1,094	295	1,176	25
Outake (Adopted, Rescued, Returned)		64	23	97	50	587	243	1,172	433	1,281	624	1,091	474	1,099	279	1,012	47
Adopted		21	8	31	6	124	51	191	150	31	91	33	65	208	152	138	34
Rescued		31	15	52	38	371	181	720	245	999	494	919	397	766	119	749	13
Returned to Owner		12	0	14	6	89	12	249	17	238	18	119	6	112	3	125	0
Euthanized		10	0	4	1	20	1	35	27	17	23	20	6	31	7	56	2
Codes Enforcement & Litter		May		June		2023		2022		2021		2020		2019		2018	
In Compliance		3		0		234		3,553		19,409		6,672		9,309		5,124	
Violations		57		23		166		320		402		343		435		857	
Closed Cases		1		3		16		73		154		161		58		339	
Roadside Trash Pounds		0		0		22,360		74,000		143,723		143,800		143,330		122,912	
Elections		May		June		2023		2022		2021		2020		2019		2018	
Registered Voters		200		209		43,956		43,200		43,025		43,719		40,281		38,202	
Fire Department		May		June		2023		2022		2021		2020		2019		2018	
Calls for Service		511		522		3,133		6,148		4,173		3,478		6,091		5,670	
Units Handling Calls for Service		683		744		4,462		9,433		7,024		5,705		8,815		6,359	
Smoke Alarms Installed		26		23		70		190		368		322		781		228	
Mountain Cove Farms		May		June		2023		2022		2021		2020		2019		2018	
Total Nights Booked		135		14		385		1,016		892		840		1,102		908	
Planning		May		June		2023		2022		2021		2020		2019		2018	
Single Family New Home Construction		39		32		194		142		157		150		128		124	
Building Inspections		462		400		1,966		2,291		1,755		1,595		1,424		1,326	
Public Relations		May		June		2023		2022		2021		2020		2019		2018	
Media Impressions (stories)		30		31		151		327		460		460		451		509	
Facebook Followers Added		245		101		776		2,722		1,227		2,768		1,880		2,182	
Facebook Posts (main page)		27		31		184		342		519		888		602		487	
WalkerCountyGA.gov views		55,346		41,928		260,822		504,354		568,384		668,051		357,989		316,285	
Newsletter Subscribers Added		31		18		135		345		1,376		1,104		971		925	
Public Works		May		June		2023		2022		2021		2020		2019		2018	
Patching/Potholes		659		117		1,458		3,124		4,157		5,785		6,148		4,798	
Walker Transit		May		June		2023		2022		2021		2020		2019		2018	
Total Trips		2,979		2,706		16,902		27,869		18,420		17,436		26,535		21,551	

Best Friends: Data Matrix

Criteria:

Enter from date: 06/01/2023

Enter to date: 06/30/2023

	Species					
	Canine			Feline		
	Adult	Up to 5 months	Unknown Age	Adult	Up to 5 months	Unknown Age
Beginning Animal Count 2023-06-01	99	32	0	12	20	0
Intakes: Stray/At Large	30	5	0	3	5	0
Intakes: Transferred in from Municipal Shelter	0	0	0	0	0	0
Intakes: Transferred in from Other Rescue Group	0	0	0	0	0	0
Intakes: Owner Requested Euthanasia	1	0	0	0	0	0
Intakes: Relinquished by Owner	16	46	0	2	28	0
Intakes: Returns	8	0	0	0	0	0
Intakes: Other Intakes	9	2	0	6	6	0
Live Outcomes: Adoption	29	2	0	6	0	0
Live Outcomes: Returned to Owner	14	0	0	6	0	0
Live Outcomes: Returned To Field	0	0	0	0	0	0
Live Outcomes: Transferred to Municipal Shelter	0	0	0	0	0	0
Live Outcomes: Transferred to Other Rescue Group	21	31	0	3	35	0
Live Outcomes: Other	2	0	0	0	0	0
Other Outcomes: Died in Care	0	1	0	1	2	0
Other Outcomes: Lost in Care	0	0	0	0	0	0
Other Outcomes: Euthanasia	1	1	0	0	1	0
Other Outcomes: Owner Requested Euthanasia	2	0	0	0	0	0
Ending Animal Counts 2023-06-30	100	45	0	7	21	0
Spays/Neuters: Pre-Adoption	29	2	0	9	2	0
Spays/Neuters: Free for Low-Income Families	0	0	0	0	0	0
Spays/Neuters: Low-Cost for Low-Income Families	0	0	0	0	0	0
Spays/Neuters: Low-Cost for General Public	0	0	0	0	0	0
Spays/Neuters: TNR	0	0	0	0	0	0
Spays/Neuters: Other	0	0	0	0	0	0

**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 July 27, 2023.

2.

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

3.

In my capacity as Commissioner Chairman, I preside over the executive session. The executive session was called to order at 8:05 p.m. The following Commissioners were present: Blake more, 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):

 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);

SKW ☒ **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);

SKW ☒ **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. _____.

SWX 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 27th day of July, 2023.

Shannon K. Whitfield

Print Name: Shannon K. Whitfield

Print Title: Commission Chairman / CEO

Sworn to and subscribed before me this

27th day of July, 2023.

[Signature]

Notary Public

My commission expires: _____

