

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 December 28, 2023.

REGULAR SCHEDULED MEETING

- **Invocation & Pledges**
- **Chairman Whitfield will Call to Order the Regular Meeting**
- **Establish a Quorum is present**
- **Approve Agenda**
- **Approve Minutes**
Approval of the Minutes for the Regular Scheduled Meeting Held on December 14, 2023 at 7:00 p.m.
- **Public Hearing**
Ordinance O-06-23 to Amend Chapter 4 (Alcoholic Beverages) of the Code of Walker County
- **Public Comment**
- **New Business**
Ordinance O-06-23 to Amend Chapter 4 (Alcoholic Beverages) of the Code of Walker County

Resolution R-052-23 to Set the Annual Compensation for the Walker County Coroner

Resolution R-053-23 to Appoint A Member to the Board of Directors of the Northwest Georgia Joint Development Authority

Resolution R-054-23 to Appoint A Member to the Walker County Board of Health

Resolution R-055-23 to Appoint Members to the Walker County Historic Preservation Commission

Resolution R-056-23 to Appoint Members to the Walker County Alcoholic Beverage Commission

Resolution R-057-23 to Appoint Members to the Walker County Planning Commission

Resolution R-058-23 to Appoint Members to the Walker County Board of Assessors

Memorandum of Understanding Between Georgia Department of Transportation and Walker County Concerning PI No. 0016607 CR 219/Red Belt Road @ West Chickamauga Creek

Memorandum of Understanding Between Georgia Department of Transportation and Walker County Concerning PI No. 0016608 CR 434/Lee Clarkson Road @ West Chickamauga Creek

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

Local Marketing Organization Agreement with the Walker County Chamber of Commerce

Purchase Order 2024-00000576 for \$79,680.25 to Motorola Solutions for 15 Radios for Walker County Sheriff's Office (Funding from 2020 SPLOST)

Purchase Order 2024-00000577 for \$59,639.90 to Motorola Solutions for 10 Radios for Walker County Fire Rescue (Funding from 2020 SPLOST)

Purchase Order 2024-00000606 for \$340,170 to Jenkins Chrysler Dodge Jeep, Inc. for eight (8) vehicles for the Walker County Sheriff's Office (Funding from 2020 SPLOST)

Purchase Order 2024-00000698 for \$62,800.00 to Reynolds-Warren Equipment for Shouldering Machine for the Walker County Road Department (Funding from 2020 SPLOST)

Purchase Order 2024-00000701 for \$318,831.00 to Lee Smith, Inc. for three (3) Ford F750 Dump Trucks for the Walker County Road Department (Funding from 2020 SPLOST)

Purchase Order 2024-00000703 for \$136,180 to GeoStabilization International for rockfall mitigation repair off Dougherty Gap Road (Funding from ARPA)

- **Unfinished Business**

John Stanley requests a rezone from R-1 (Residential) to R-2 (Residential) for property located at 0 Pine Valley Drive, Rossville, GA 30741. Tax map and parcel number 0-137-027A. *(Item was tabled on March 23, 2023 and December 14, 2023)*

SAI Krisna Inc: Requests a rezone from CN (Commercial Neighborhood) to C-1 (Commercial) for property located at 9180 W. Hwy 136, Chickamauga, GA 30707. Tax map & parcel number 0-256-029. *(Item was tabled on October 26, 2023, November 9, 2023 and December 14, 2023)*

- **Commissioner Comments**

- **Executive Session** (if necessary)

- **Adjourn**

NEXT REGULAR MEETING - Thursday, January 11, 2024



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

**Minutes of the Regular Meeting
December 28, 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 December 28, 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 Hart a motion to approve the agenda, seconded by Commissioner Stultz, 4 ayes and 0 nays, motion carried.
- IV. **Approval of Minutes:**
Commissioner Blakemore made a motion to approve the minutes of the Regular Scheduled Meeting held December 14, 2023 at 7:00 p.m., seconded by Commissioner Askew, 4 ayes and 0 nays, motion was approved.
- V. **Public Hearing:**
 - I. Chairman Whitfield read Ordinance O-06-23 to amend Chapter 4 (Alcoholic Beverages) of the Code of Walker County and asked if anyone would like to speak. There were no further comments.
- VI. **Public Comment:**
 - I. Jim Pope asked how the citizens benefited from the consultations with Ken Jarrard's Law Firm from Forsyth County. Commissioner Stultz said the firm specialized in county government and they have provided the Board with information to make them better and more efficient. He said the firm is retained by the County, but at no cost unless services are rendered.
 - II. Bailey Clements (Animal Control Manager), Emily Sadler (Animal Shelter Manager), and Angie Teems (Human Resources Manager) came forward to speak about the Animal Services Department. Clements asked if the Board could get a separate phone line for Animal Control. She said since moving to a separate office they have received numerous complaints about the phone line and it is difficult to field both departments through one line. Teems suggested adding a dispatcher position for Animal Control as well. Sadler asked if there was an extra vehicle the Shelter could use. She explained they use inmates from the jail, but they have to provide transportation. She said there are only three people that can transport them and they are usually tied up with animal control calls. She said they also needed the vehicle to run errands for the shelter. Teems said they are also using personal vehicles for out-of-town rescue runs and an extra vehicle would allow them to not have to use personal vehicles. Sadler asked if the Board could get them a departmental credit card. She said personal credit cards are being used frequently for supplies, vet bills, etc. Teems said other departments also need a credit card. She said there are only a handful of cards to be utilized by the entire county and they are compromised by the bank at least once a month. Commissioner Askew said the additional phone line would be an easy fix and asked Chairman Whitfield to look into it. Chairman Whitfield said they have talked to the bank about the issues with the credit cards being compromised and they are working on a solution. He said it is possible to get a vehicle for the shelter to use also.
- VII. **New Business:**
 - I. Chairman Whitfield read Ordinance O-06-23 to amend Chapter 4 (Alcoholic Beverages) of the Code of Walker County. Commissioner Blakemore made a motion to approve, seconded by Commissioner Askew, 3 ayes and 1 nays, motion carried with Commissioner Hart voting in opposition.
 - II. Chairman Whitfield read Resolution R-052-23 to set the annual compensation for the Walker County Coroner. Commissioner Stultz made a motion to approve, seconded by Commissioner Blakemore, 4 ayes and 0 nays, motion carried.

- III. Chairman Whitfield read Resolution R-053-23 to appoint Chip Catlett to the Board of Directors of the Northwest Georgia Joint Development Authority. Commissioner Hart made a motion to approve, seconded by Commissioner Askew, 4 ayes and 0 nays, motion carried.
- IV. Chairman Whitfield read Resolution R-054-23 to appoint Robert Sultz to the Walker County Board of Health. Commissioner Stultz recused himself from the vote due to a conflict of interest. Commissioner Blakemore made a motion to approve, seconded by Commissioner Askew, 3 ayes and 0 nays, motion carried.
- V. Chairman Whitfield read Resolution R-055-23 to appoint Francis Cobb, Randall Pittman and Eddie Upshaw to the Walker County Historic Preservation Commission. Commissioner Askew made a motion to approve, seconded by Commissioner Stultz, 4 ayes and 0 nays, motion carried.
- VI. Chairman Whitfield read Resolution R-056-23 to appoint Chad Bomar and Harold Hughes to the Walker County Alcoholic Beverage Commission. Commissioner Stultz made a motion to approve, seconded by Commissioner Blakemore, 4 ayes and 0 nays, motion carried.
- VII. Chairman Whitfield read Resolution R-057-23 to appoint William Ingram to the Walker County Planning Commission. Commissioner Hart made a motion to approve, seconded by Commissioner Askew, 4 ayes and 0 nays, motion carried.
- VIII. Chairman Whitfield read R-058-23 to appoint Buddy Chapman and Steve Ledbetter to the Walker County Board of Assessors. Commissioner Hart made a motion to approve, seconded by Commissioner Stultz, 4 ayes and 0 nays, motion carried.
- IX. Chairman Whitfield presented a memorandum of understanding between Georgia Department of Transportation and Walker County concerning PI No. 0016607 CR 219/ Red Belt Road at West Chickamauga Creek. He said this is a request for \$75,000.00 for each memorandum of understanding to offset the cost of the right of way purchase for bridge replacement. Commissioner Askew asked if it was capped at \$75,000.00 each. Chairman Whitfield said yes. He said TSPLOST funds will be used for both. Commissioner Hart made a motion to approve, seconded by Commissioner Askew, 4 ayes and 0 nays, motion carried.
- X. Chairman Whitfield presented a memorandum of understanding between Georgia Department of Transportation and Walker County concerning PI No. 0016608 CR 434/ Lee Clarkson Road at West Chickamauga Creek. Commissioner Hart made a motion to approve, seconded by Commissioner Askew, 4 ayes and 0 nays, motion carried.
- XI. Chairman Whitfield presented a Local Marketing Organization Agreement with the Walker County Chamber of Commerce. He said this is an annual renewal. Commissioner Stultz made a motion to approve, seconded by Commissioner Hart, 4 ayes and 0 nays, motion carried.
- XII. Chairman Whitfield presented purchase order 2024-00000576. Fire Chief Blake Hodge said these radios are for the Fire Department and Sheriff's Department. He said this will keep them on track with the replacement plan with SPLOST funds. He said they will receive them in about three weeks. Commissioner Hart asked the lifespan of the radios and who serviced them. Chief Hodge said they last for a very long time and are only being replaced because they can no longer be serviced. He said the City of Chattanooga has served them for many years. Commissioner Hart made a motion to approve, seconded by Commissioner Stultz, 4 ayes and 0 nays, motion carried.
- XIII. Chairman Whitfield presented a second radio request, purchase order 2024-00000577. Commissioner Blakemore made a motion to approve, seconded by Commissioner Askew, 4 ayes and 0 nays, motion carried.
- XIV. Chairman Whitfield presented purchase order 2024-00000606. Charlie Barret with the Sheriff's Department said this is for seven Durangos and one truck. He said they will be ready in about three months. Commissioner Hart made a motion to approve, seconded by Commissioner Stultz, 4 ayes and 0 nays, motion carried.
- XV. Chairman Whitfield presented purchase order 2024-00000698. Public Works Director Carlen Bowers said this road widener machine will allow them to build up road shoulders to meet asphalt. He said this work costs \$18,000.00 to \$20,000.00 if contracted out. Commissioner Askew made a motion to approve, seconded by Commissioner Hart, 4 ayes and 0 nays, motion carried.
- XVI. Chairman Whitfield presented purchase order 2024-00000701. He said these trucks are the same as recent year purchases. He said the chassis are in and are getting the beds installed. He said they will be ready in four to six weeks. Carlen Bowers and the Board discussed current vehicle inventory and future purchases to look at. Commissioner Hart made a motion to approve, seconded by Commissioner Blakemore, 4 ayes and 0 nays, motion carried.
- XVII. Chairman Whitfield presented purchase order 2024-00000703 for rockwall repairs along Dougherty Gap Road. Carlen Bowers said this will take about nine days to complete and the road will be open in about four weeks. He said the road will be closed while being repaired. Commissioner Stultz made a motion to approve, seconded by Commissioner Hart, 4 ayes and 0 nays, motion carried.

VIII. Unfinished Business:

- I. Chairman Whitfield presented John Stanley's request for a rezone from R-1 to R-2 for property located at 0 Pine Valley Drive, Rossville, GA 30741, tax map and parcel number 0-137-027A. Planning and Zoning Director Jon Pursley provided an email from the applicant to the Board.

Commissioner Blakemore made a motion to substitute a conditional use variance application for the rezoning application. The conditional use variance will be for low intensity agricultural use of the property. The zoning of the property will remain R-1. Commissioner Blakemore made a motion to approve, seconded by Commissioner Hart, 4 ayes and 0 nays, motion carried.

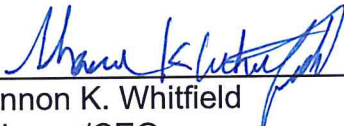
- II. Commissioner Whitfield presented SAI Krisna Inc.'s request for a rezone from CN to C-1 for property located at 9180 W. Hwy 136, Chickamauga, GA 30707, tax map and parcel number 0-256-029. Commissioner Askew made a motion to substitute a conditional use variance application for the rezoning application. The conditional use variance will permit the sale of distilled spirits by the package in this commercial neighborhood zone in accordance with the provision of Article IV subsection (e), which was approved by the Board of Commissioners earlier in this meeting by Ordinance O-06-23. The zoning of the property will remain Commercial Neighborhood (CN). Commissioner Askew made a motion to approve, seconded by Commissioner Stultz, 4 ayes and 0 nays, motion carried.

IX. Commissioner Comments:

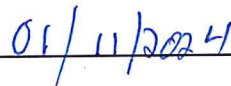
- I. Commissioner Blakemore thanked everyone for coming out and participating. He thanked all employees for their hard work.
- II. Commissioner Askew thanked the citizens and county employees for a very successful year. He wished everyone a Happy New Year.
- III. Commissioner Hart thanked everyone that serves on county boards for stepping up and doing a good job.
- IV. Commissioner Stultz thanked everyone for coming out and all of the county employees for their dedication and hard work. He thanked county employees for their work throughout the holiday season. He wished everyone a Happy New Year.
- V. Chairman Whitfield thanked everyone for serving on county boards. He said many of them have been on boards for many years and he is happy to be able to reappoint so many people. He said there was about one million dollars of purchases tonight. He said all of this was done with available funds and no debt. He thanked the citizens for their support of SPLOST and TSPLOST that allows the Board to be able to make these purchases without taking on any debt.

X. Adjournment:

- I. Commissioner Hart made a motion to adjourn the meeting, Commissioner Askew seconded the motion. Motion carried and the meeting was adjourned at 8:13 PM.



Shannon K. Whitfield
Chairman/CEO
Walker County Georgia



Date

Minutes prepared by: Walker County Board Clerk, Whitney Summey

Regular Scheduled Board of Commissioners Meeting

Walker County Annex III

December 28, 2023

7:00 PM

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

Regular Scheduled Board of Commissioners Meeting

December 28, 2023

7:00 PM

Name

Address

Billy Lee

Crowen

Don Stultz

La Fayette

PAINE GILY

LAUDFILL

Annie Teems

HR

BILL BROWNE

ROCK SPRING, GA

Randy Pittman

Rossville

McL W

La Fayette, GA

Jon Furstley

Planning

Carlin & Sam

Road

Emily Sadler

Shelter

Bailey Clements

Trailer

Courtney Andes

Shelter

Jim Pope

Villanova

Will

LaFayette

PRYANK PATEL

9180 W HWY 136

ARREST REPORTS

Walker County arrests: Friday, Nov. 24, to Thursday, Nov. 30

This booking report was provided by the Walker County Sheriff's Office. Those arrested on charges are presumed innocent until proven guilty in a court of law.

The listings below include (in order) name of inmate (last first middle), race/sex, age, felony/misdemeanor, and charge(s). (FVA=Family Violence Act; FTA=Failure to appear; VGCSA=Violation of the Georgia Controlled Substances Act)

♦ FLEMISTER RICHARD DUELL W/M 67 MISD FAILURE TO APPEAR x3, POSS. METH

♦ ASH BRAILEY DANIEL W/F 21 MISD PROBATION VIOLATION

♦ MANION JEFFERY L B/M 55 FELONY PAROLE VIOLATION

♦ SHEPHERD NICHOLAS EUGENE W/M 42 FELONY POSS. MARIJUANA LESS 1oz., POSS. METH, POSS. SCH. II, DUI-ALCOHOL, FAILURE TO MAINTAIN

LANE
♦ GRIMES JOHN CHRISTOPHER W/M 51 MISD SIMPLE ASSAULT-FVA, FALSE IMPRISONMENT
♦ TEEMS SANDRA BUFF W/F 65 MISD DUI-ALCOHOL, FAILURE TO MAINTAIN LANE, STRIKING FIXED OBJECT

♦ STEWART DEASHA GABRIELLE B/F 22 MISD DUI-DRUGS, DRIVING ON SUSPENDED, IMPROPER PARKING, NOISE VIOLATION

♦ HOWARD JAMES ARTHUR W/M 19 MISD SUSPENDED LICENSE

♦ EDWARDS RAYMOND LAMAR B/M 22 FELONY GIVING FALSE NAME, FUGITIVE

♦ PINKERTON JEFFERY NMN B/M 22 MISD DUI-DRUGS, DRIVING WHILE LICENSE SUSPENDED, NO INSURANCE, SPEEDING, FTML, HEADLIGHT
♦ GADD NICKLOUSTHAD W/M 29 MISD FTA

♦ MIDDLETON GARY KEITH W/M 53 MISD

HEADLIGHT, DRUGS MUST BE KEPT IN CORRECT CONTAINER

♦ CAMPBELL KAREN RENEE W/F 33 FELONY FTS-MISD, FTA-FEL

♦ CAMP JESSICA DEBORAH W/F 39 FELONY WARRANT-IMPROPER SEXUAL CONTACT BY EMPLOYEE

1ST AND 2ND DEGREE JUVENILE JUVENILE

JUVENILE W/M 16 FELONY ENTERING AUTO X4

♦ GANT TABITHA NICHOLE W/F 38 FELONY PROBATION

♦ WALKER GABRIELA LAUREN-NICOLE W/F 22 MISD BATTERY-FVA

♦ GREATHOUSE JODY LEN W/M 30 MISD DRIVING WHILE LICENSE SUSPENDED, HOLD FOR CATOOSA COUNTY

♦ CASTRO-GALEANO JENNIFER NMN H/F 24 FELONY THEFT BY BRINGING STOLEN PROPERTY INTO STATE, THEFT BY RECEIVING STOLEN PROPERTY, FTML, DRIVING ON WRONG SIDE OF

ROADWAY

♦ ABBOTT AMANDA MCKAYLA W/F 24 MISD FTA-MISD, TAG LIGHT

♦ PARKER CHRISTOPHER EUGENE W/M 37 MISD FTA-MISD

♦ WINNIE JAZLYNN PAIGE W/F 21 FELONY POSS. OF SCHEDULE I

♦ MABALA MICHAEL KUUPPIO W/M 43 FELONY PROBATION VIOLATION

♦ ESTEVEZ ALWIN ORTEGA H/M 19 MISD PROBATION VIOLATION

♦ HILBURN MATTHEW SHANE W/M 48 FELONY POSS. METH, POSS. SCHEDULE I, PROBATION VIOLATION

♦ TEEMS-WALKER SHARON MELISSA W/F 55 FELONY POSS. METH, POSS. OF SCHEDULE I, PROBATION VIOLATION

♦ HOGUE HALEY DANIEL W/F 29 MISD THEFT MISLAID PROPERTY

♦ HORTON JR ALVIN MONROE W/M 53 FELONY PROBATION VIOLATION

♦ WALKER GABRIELA NICHOLE W/F 22 FELONY

CRIMINAL DAMAGE TO PROPERTY 2ND DEGREE (PRIVATE PROPERTY)

♦ HORNE KEYARA MARCINE W/F 34 FELONY BURGLARY 1ST DEGREE

♦ CONRAD ERIC BENJAMIN W/M 46 FELONY PROBATION VIOLATION, TAIL LIGHT

♦ SONGER JOSHUA EUGENE W/M 37 MISD FTA-NON-FINGERPRINTABLE CHARGE

♦ LOGAN MICHAEL BRANDON-LEE W/M 30 FELONY FUGITIVE FROM JUSTICE

♦ HOGUE RYAN CHASE W/M 26 — HOLD FOR COURT

♦ PIERCE STEPHENSON NEAL W/M 57 MISD PROBATION VIOLATION

♦ SIMS RICKY WAYNE W/M 46 FELONY POSS. METH, FTA x2

♦ GRANT JONATHAN DREW W/M 36 MISD WARRANT-FTA

♦ DEAN BRITTANY LYNNE W/F 38 MISD DUI-DRUGS, FAILURE TO MAINTAIN LANE, SUSPENDED LICENSE

♦ MCALLISTER DANIEL STEVEN W/M 46 MISD POSS. METH, POSS. COCAINE, DUI-DRUGS, IMPROPER PARKER

♦ LEWISTHOMAS JASON B/M 42 FELONY PROBATION VIOLATION

♦ MORRIS EDWARD EUGENE W/M 40 MISD PROBATION VIOLATION

♦ ALEXANDER THOMAS WAYNE W/M 47 MISD FAILURE TO APPEAR

♦ EVETT STEVEN ANTHONY W/M 20 MISD FAILURE TO APPEAR x2

♦ MILLARD STEPHEN LEBRON W/M 31 MISD FAILURE TO APPEAR (MISD), EXPLOITATION OF ELDERLY, BURGLARY

♦ IRVIN DEZON MONTAINE B/M 28 MISD FAILURE TO APPEAR (MISD), IMPROPER PASSING

♦ HARWOOD JOHNNY WAYNE W/M 54 FELONY AGGRAVATED ASSAULT-FVA

♦ YOUNG MELISSA LENA W/F 43 MISD DUI-ALCOHOL, FAILURE TO MAINTAIN LANE, IMPROPER LANE CHANGE

HOLIDAYS

From A1

the historic 300-acre Happy Valley Farms. It will be the 38th Morning Pointe Senior Living community and the company's second campus in Georgia (with the other in Calhoun).

The Happy Valley farm and estate were established in 1935 by John L. Hutcheson Jr., and were the site of an award-winning Jersey cattle and dairy farm, and later a world-class American Saddlebred horse-breeding facility. Greg A. Vital, co-founder and president of Morning Pointe Senior Living, purchased the farm from the Happy Valley Estate in 2020 for preservation and development. Morning Pointe at Happy Valley is located across the road from the barn.

Clinical services include 24/7 nursing care and personal care services, medication assistance and reminders, periodic check-ins, personal grooming assistance, assistance with transferring to a bed or chair, escorting to meals and events, incontinence management and more. On-site physical, occupational and speech therapy services are also offered through The Weston Group in the therapy gym.



Morning Pointe
Frank Hess, the first Morning Pointe at Happy Valley resident, pictured with his wife Diane, moved in on Nov. 24.

fered through The Weston Group in the therapy gym.

Amenities include an on-site beauty shop, a library with a fireplace, a billiards room, three courtyards and screened-in porches. Programming includes life enrichment such as arts and crafts, wellness offerings such as exercise classes, and intergenerational activities. Christmas activities are already in full swing.

The Lantern memory care wing provides an array of Alzheimer's and dementia care services, including innovative therapies.



Alzheimer's and dementia care services, including innovative therapies.

The campus also features Morning Pointe's Farm to Table program with local, farm-fresh and seasonal ingredients.

Founded in 1997 by health-care entrepreneurs Greg A. Vital and J. Franklin Parrow, Morning Pointe Senior Living operates assisted living

and Alzheimer's memory care communities in five southeastern states. In the greater Chattanooga area, Morning Pointe operates assisted living and memory care communities in Chattanooga, Collegedale, East Hamilton, Hixson and Athens, Tennessee.

For more information, visit <https://shorturl.at/fr017>.



Above: New resident MaryAnn Vaughan poses by one of the Morning Pointe at Happy Valley Christmas trees. Left: Morning Pointe at Happy Valley associates welcome their first resident, Frank, as his wife Diane Hess and daughter Cindy Tahler help him move in.

BALLINGER RECYCLING

1007 S. Chattanooga St. LaFayette, GA 30728



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Sunday-Friday 9:00am-5:00pm - Closed Saturdays

NOTICE OF PUBLIC HEARING

The Governing Authority of Walker County, Georgia proposes to update its code of ordinances.

O-06-23 proposes to amend Chapter 4 (Alcoholic Beverages) to provide limited licensing procedures in a Crossroad Community.

Public hearings on the proposed ordinance change will be held at 7:00 p.m. on Thursday, December 14, 2023 and 7:00 p.m. on Thursday, December 28, 2023 at Walker County Courthouse Annex III, 201 S Main Street in LaFayette, GA. A copy of the proposed ordinance is available for review at the Board of Commissioner's Office (101 S Duke St, LaFayette) and online at walkercountyga.gov.

CANDY

From A1

state. In the case of foods, a freezing process must take place first, with the temperature creating a "specific structure of ice crystals," which will turn to a gaseous state in another phase of the process and thus extract the water from the product. The various temperatures and pressures this must happen at are the key to success and the process can take a long time, as in the 30 hours it takes to freeze dry an ice cream sandwich.

The experimentation on different candies and des-

serts make the process fun, says Alfred. Even little things can make a difference, like how many items are on a tray. With the experimentation comes new products in the store over time.

North Georgia Candy Company's candies are great to give for special occasions, holidays and to treat oneself. They make good favors for parties, showers and weddings. Custom orders and special Christmas packaging are available. Both printed and e-gift cards are available.

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



Snowman and Gingerbread Man packaging make the freeze dried candies at North Georgia Candy Company and Freeze Dried Treats all the more appealing.

REDISTRICTING

From A1

GOP incumbents.

"This map works harder at protecting Republicans than fixing the problem," she said.

Democrats also warned the new

legislative maps will end up in court because — like the 2021 maps — they still violate the Voting Rights Act.

"Passing the (Senate) Republican map will only lead to more litigation and waste taxpayer money," said Senate Minority Leader Gloria Butler, D-Stone Mountain.

The two legislative maps now move across the Capitol for the Senate to

consider the House map and vice versa. The General Assembly's special redistricting session will continue with lawmakers facing a Dec. 8 deadline set by the court to finish their work.

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

Find the latest breaking local and state news at catoosawalkernews.com.



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/catoosawalkernews



"This institution is an equal housing opportunity provider"



WOODLANDS VILLAGE II

1201 West North Main Street, Lafayette, GA 30728

Office located in the 400 Building

706-639-9595

TDD# 711-800-255-0056

Office Hours

8am-5pm, Closed 12PM-1PM for Lunch

Rents start at \$505-\$645

1 and 2 Bedroom Apartments, Includes Water, Sewer and Garbage Services.

Must be at least 55 years or Older



ORDINANCE O-06-23

AN ORDINANCE AMENDING CHAPTER 4 OF THE CODE OF WALKER COUNTY, GEORGIA REGARDING ALCOHOLIC BEVERAGES; TO PROVIDE FOR AN EFFECTIVE DATE; TO PROVIDE FOR SEVERABILITY AND OTHER PURPOSES

WHEREAS, the Board of Commissioners is the governing authority for Walker County, Georgia; and

WHEREAS, Walker County desires to amend its Alcoholic Beverages Code to provide for licensing of retail package sales of distilled spirits in a Crossroad Community;

THEREFORE, BE IT ORDAINED by the Board of Commissioners of Walker County that Chapter 4 of the Code of Walker County, Georgia is amended as follows:

1.

ARTICLE IV. RETAIL PACKAGE SALES OF DISTILLED SPIRITS; Section 4-201 is amended by adding subsection (e) as follows:

(e) Notwithstanding the provisions of Sec. 4-201(c), distilled spirits by the package shall be allowed on a limited basis in a Commercial Neighborhood (CN) zone, in accordance with the following:

1. A retail establishment is located in a Crossroad Community, as defined and identified in the 2022-2032 Walker County Joint Comprehensive Plan;
2. The granting of a license shall be as a conditional use variance on a case by case basis;
3. The front door of the retail establishment shall be located within a 500 foot radius as measured from the centerline of the intersection of the two roads which comprise the crossroads of the Crossroad Community;
4. Each retail establishment in a Crossroad Community must comply with all other provisions of the Walker County Code of Ordinances and applicable laws of the State of Georgia.

2.

This ordinance is effective immediately upon its adoption.

3.

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

PASSED AND ADOPTED this 28th day of December, 2023.

[CONTINUED]



ATTEST:

WALKER COUNTY, GEORGIA

Whitney Summey, Deputy Clerk

SHANNON K. WHITFIELD, Chairman

(SEAL)

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

DRAFT

ORDINANCE O-06-23

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THEREFORE, BE IT ORDAINED by the Board of Commissioners of Walker County that Chapter 4 of the Code of Walker County, Georgia is amended as follows:

1.

ARTICLE IV. RETAIL PACKAGE SALES OF DISTILLED SPIRITS; Section 4-201 is amended by adding subsection (e) as follows:

(e) Notwithstanding the provisions of Sec. 4-201(c), distilled spirits by the package shall be allowed on a limited basis in a Commercial Neighborhood (CN) zone, in accordance with the following:

1. A retail establishment is located in a Crossroad Community, as defined and identified in the 2022-2032 Walker County Joint Comprehensive Plan;
2. The granting of a license shall be as a conditional use variance on a case by case basis;
3. The front door of the retail establishment shall be located within a 500 foot radius as measured from the centerline of the intersection of the two roads which comprise the crossroads of the Crossroad Community;
4. Each retail establishment in a Crossroad Community must comply with all other provisions of the Walker County Code of Ordinances and applicable laws of the State of Georgia.

2.

This ordinance is effective immediately upon its adoption.

3.

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

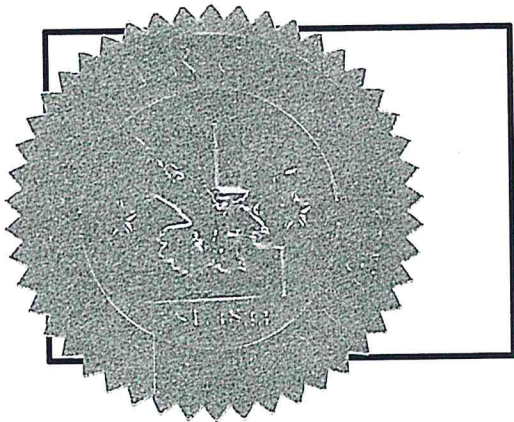
PASSED AND ADOPTED this 28th day of December, 2023.

[CONTINUED]

ATTEST:

Whitney Summey

Whitney Summey, Deputy Clerk



WALKER COUNTY, GEORGIA

Shannon K. Whitfield

SHANNON K. WHITFIELD, Chairman

The foregoing Ordinance received a motion for Passage from Commissioner Bakemore, second by Commissioner Askew, and upon the question the vote is 3 ayes, 1 nays to adopt the Ordinance.



RESOLUTION R-052-23

A RESOLUTION OF THE WALKER COUNTY BOARD OF COMMISSIONERS TO SET THE ANNUAL COMPENSATION FOR THE WALKER COUNTY CORONER

WHEREAS, the Georgia General Assembly enacted a Local Act (Ga. Law 1965, p. 2710) that established the salary to be paid to the Walker County Coroner; and

WHEREAS, the Local Act has been amended from time to time; and

WHEREAS, the County is responsible for payment of the Coroner's salary; and

WHEREAS, the County previously set the Coroner's salary by Resolution (R-046-20) at \$28,146.30, or \$2,345.53 per month, effective January 1, 2021; and

WHEREAS, at the request of the Coroner, the County set the Coroner's salary by Resolution (R-054-21) at \$30,146.40, or \$2,512.20 per month, effective November 1, 2021; and

WHEREAS, at the request of the Coroner, the County set the Coroner's salary by Resolution (R-003-23) at \$32,400.00, or \$2,700.00 per month, effective January 1, 2023; and

WHEREAS, the Coroner has requested an additional supplement to compensation;

THEREFORE, BE IT RESOLVED by the Board of Commissioners of Walker County, Georgia that the County Coroner's position shall be set at an annualized salary of 34,400.00, or \$2,866.67 per month, for services rendered, effective to January 1, 2024.

SO RESOLVED AND ADOPTED this 28th day of December, 2023

ATTEST:

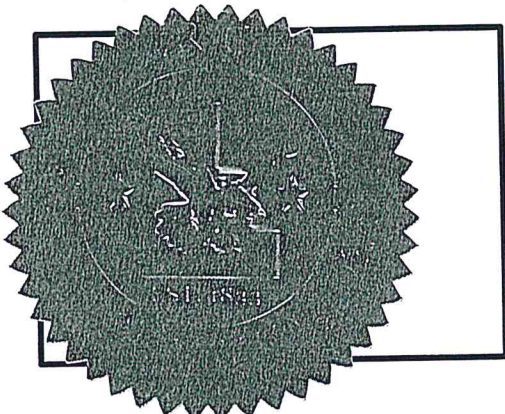
WALKER COUNTY, GEORGIA

Whitney Summey

Whitney Summey, Deputy Clerk

Shannon K. Whitfield

SHANNON K. WHITFIELD, Chairman



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



RESOLUTION R-053-23

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF WALKER COUNTY TO APPOINT A MEMBER TO THE BOARD OF DIRECTORS OF THE NORTHWEST GEORGIA JOINT DEVELOPMENT AUTHORITY

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

WHEREAS, one of the duties delegated to the Chairman of the Board is to appoint members to all committees of the Board with the approval of the Board; and

WHEREAS, the Board of Directors of the Northwest Georgia Joint Development Authority consists of three members appointed from Walker County; and

WHEREAS, a vacancy will exist on the Board of Directors of the Northwest Georgia Joint Development Authority due to the expiration of a term at the end of 2023; and

WHEREAS, Chairman Whitfield submits the following appointment to serve as a representative of Walker County on the Board of Directors of the Northwest Georgia Joint Development Authority:

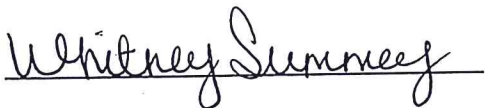
Chip Catlett - for a term beginning January 1, 2024 and ending on December 31, 2026

THEREFORE, BE IT RESOLVED by the Board of Commissioners of Walker County, Georgia that the appointment of Chip Catlett is approved.

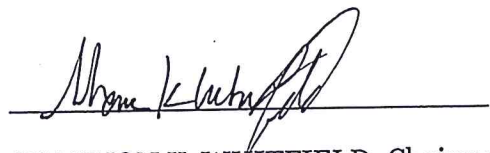
SO RESOLVED AND ADOPTED this 28th day of December, 2023.

ATTEST:

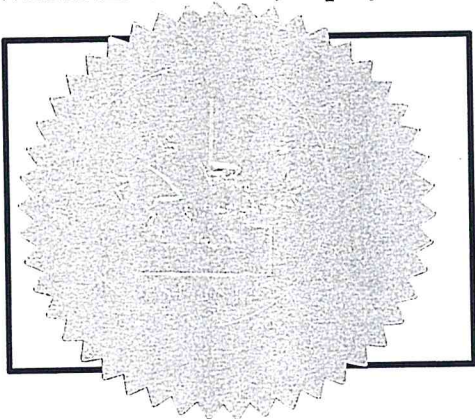
WALKER COUNTY, GEORGIA



WHITNEY SUMMEY, Deputy Clerk



SHANNON K. WHITFIELD, Chairman



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



RESOLUTION R-054-23

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF WALKER COUNTY TO APPOINT A MEMBER OF THE WALKER COUNTY BOARD OF HEALTH

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

WHEREAS, one of the duties delegated to the Chairman of the Board is to appoint members to all committees of the Board with the approval of the Board; and

WHEREAS, O.C.G.A. § 31-3-1 establishes a county board of health in each and every county in the state and O.C.G.A. § 31-3-2 determines the composition of the members; and

WHEREAS, a vacancy will exist on the Board of Health due to an expiring term; and

WHEREAS, Chairman Whitfield submits the following appointment to serve as a member of the Board of Health:

Robert Stultz for a term beginning January 1, 2024 and ending on December 31, 2029

WHEREAS, Robert Stultz meets the criteria established in O.C.G.A. § 31-3-2 to serve on the Board of Health;

THEREFORE, BE IT RESOLVED by the Board of Commissioners of Walker County, Georgia that the appointment of Robert Stultz is approved.

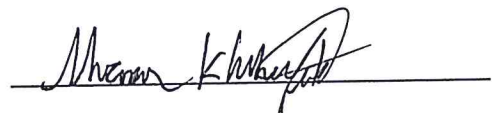
SO RESOLVED AND ADOPTED this 28th day of December, 2023.

ATTEST:

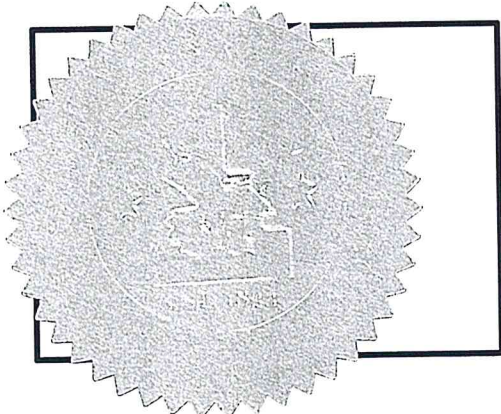
WALKER COUNTY, GEORGIA



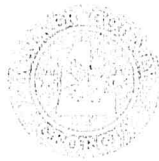
WHITNEY SUMMEY, Deputy Clerk



SHANNON K. WHITFIELD, Chairman



The foregoing Resolution received a motion for Passage from Commissioner Blakemore, second by Commissioner Askew, and upon the question the vote is 3 ayes, 0 nays to adopt the Resolution.



RESOLUTION R-055-23

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF WALKER COUNTY TO APPOINT MEMBERS OF THE WALKER COUNTY HISTORIC PRESERVATION COMMISSION

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

WHEREAS, one of the duties delegated to the Chairman of the Board is to appoint members to all committees of the Board with the approval of the Board; and

WHEREAS, vacancies will exist on the Historic Preservation Commission due to the expiration of terms; and

WHEREAS, Chairman Whitfield submits the following appointments to serve as a member of the Historic Preservation Commission:

Francis Cobb for a term beginning January 1, 2024 and ending on December 31, 2026
Randall Pittman for a term beginning January 1, 2024 and ending on December 31, 2026
Eddie Upshaw for a term beginning January 1, 2024 and ending on December 31, 2026

THEREFORE, BE IT RESOLVED by the Board of Commissioners of Walker County, Georgia that the appointments of Francis Cobb, Randall Pittman and Eddie Upshaw are approved.

BE IT FURTHER RESOLVED that John Culpepper is appointed to serve as Chair for calendar year 2024.

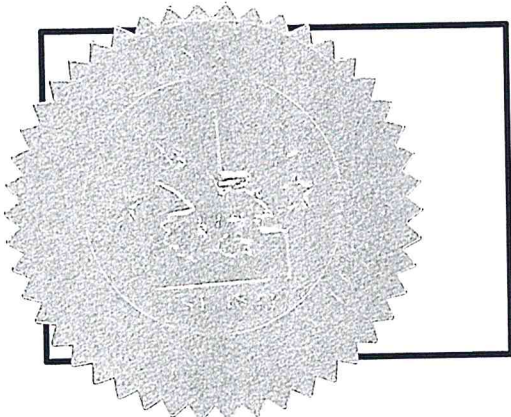
SO RESOLVED AND ADOPTED this 28th day of December, 2023.

ATTEST:

WALKER COUNTY, GEORGIA

WHITNEY SUMMEY, Deputy Clerk

SHANNON K. WHITFIELD, Chairman



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



RESOLUTION R-056-23

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF WALKER COUNTY TO APPOINT MEMBERS OF THE WALKER COUNTY ALCOHOLIC BEVERAGE COMMISSION

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

WHEREAS, one of the duties delegated to the Chairman of the Board is to appoint members to all committees of the Board with the approval of the Board; and

WHEREAS, vacancies will exist on the Alcoholic Beverage Commission due to the expiration of terms; and

WHEREAS, Chairman Whitfield submits the following appointments to serve as members of the Alcoholic Beverage Commission:

Chad Bomar for a term beginning January 1, 2024 and ending on December 31, 2026
Harold Hughes for a term beginning January 1, 2024 and ending on December 31, 2026

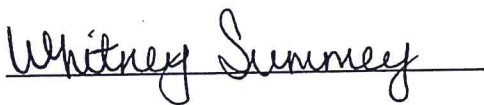
THEREFORE, BE IT RESOLVED by the Board of Commissioners of Walker County, Georgia that the appointments of Chad Bomar and Harold Hughes are approved.

BE IT FURTHER RESOLVED that Harold Hughes is appointed to serve as Chair for calendar year 2024.

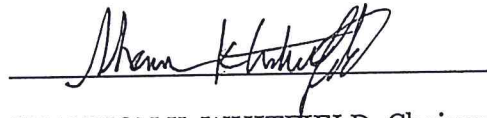
SO RESOLVED AND ADOPTED this 28th day of December, 2023.

ATTEST:

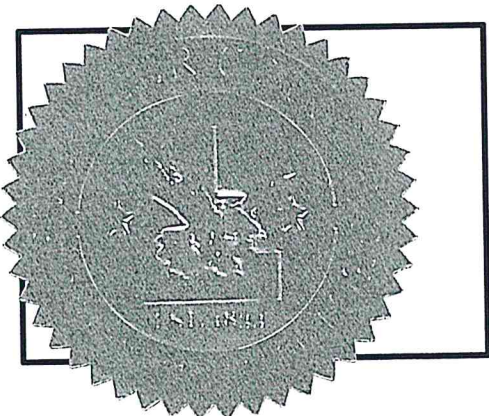
WALKER COUNTY, GEORGIA



WHITNEY SUMMEY, Deputy Clerk



SHANNON K. WHITFIELD, Chairman



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



RESOLUTION R-057-23

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF WALKER COUNTY TO APPOINT MEMBERS OF THE WALKER COUNTY PLANNING COMMISSION

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

WHEREAS, one of the duties delegated to the Chairman of the Board is to appoint members to all committees of the Board with the approval of the Board; and

WHEREAS, a vacancy exists on the Planning Commission due to the expiration of terms; and

WHEREAS, Chairman Whitfield submits the following appointment to serve as a member of the Planning Commission:

William Ingram for a term beginning January 1, 2024 and ending on December 31, 2026

THEREFORE, BE IT RESOLVED by the Board of Commissioners of Walker County, Georgia that the appointment of William Ingram is approved.

BE IT FURTHER RESOLVED that Micheal Haney is appointed to serve as Chair for calendar year 2024.

SO RESOLVED AND ADOPTED this 28th day of December, 2023.

ATTEST:

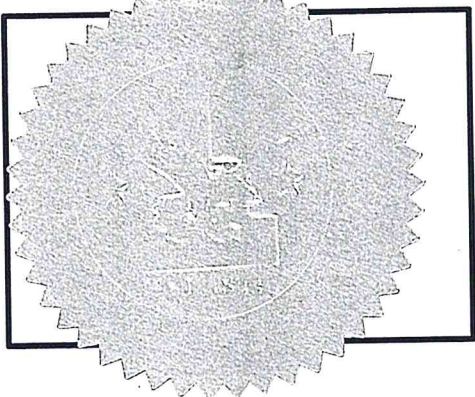
WALKER COUNTY, GEORGIA



WHITNEY SUMMEY, Deputy Clerk



SHANNON K. WHITFIELD, Chairman



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



RESOLUTION R-058-23

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF WALKER COUNTY TO APPOINT MEMBERS OF THE WALKER COUNTY BOARD OF ASSESSORS

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

WHEREAS, O.C.G.A. § 48-5-295 provides that members of the county board of assessors shall be appointed by the county governing authority; and

WHEREAS, one of the duties delegated to the Chairman of the Board is to appoint members to all committees of the board with the approval of the board; and

WHEREAS, vacancies exist on the Walker County Board of Assessors due to the expiration of terms; and

WHEREAS, R-04-23 established new terms of office for members of the Walker County Board of Assessors in order to stagger the Board of Assessors; and

WHEREAS, Chairman Whitfield submits the following appointments to serve as members of the Walker County Board of Assessors:

Buddy Chapman for a term beginning January 1, 2024 and ending on December 31, 2026
Steve Ledbetter for a term beginning January 1, 2024 and ending on December 31, 2028

THEREFORE, BE IT RESOLVED by the Board of Commissioners of Walker County, Georgia that the appointments of Buddy Chapman and Steve Ledbetter are approved.

BE IT FURTHER RESOLVED that Loren Deck is appointed to serve as Chair for calendar year 2024.

SO RESOLVED AND ADOPTED this 28th day of December, 2023.

ATTEST:

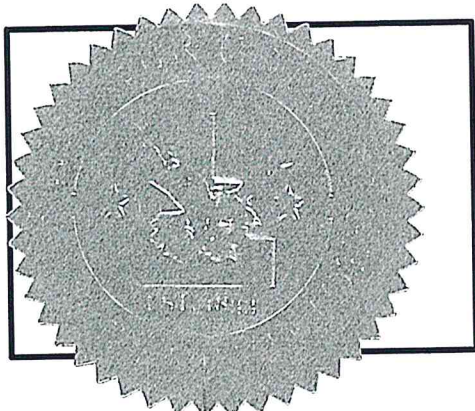
WALKER COUNTY, GEORGIA

Whitney Summey

WHITNEY SUMMEY, Deputy Clerk

Shannon K. Whitfield

SHANNON K. WHITFIELD, Chairman



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



Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308

(404) 631-1000 Main Office

December 5, 2023

Shannon Whitfield
Walker County Chairman
Walker County Board of Commissioners
101 South Duke Street
P.O. Box 445
LaFayette, GA 30728

RE: PI 0016607 – CR 219/RED BELT ROAD at WEST CHICKAMAUGA CREEK
PI 0016608 – CR 434/LEE CLARKSON ROAD at WEST CHICKAMAUGA CREEK

Dear Chairperson:

The Office of Bridge Design and Maintenance (OBDM) has revised the Memorandum of Agreement (MOA) through the Georgia Department of Transportation's (GDOT's) updated and required legal guidance.

The OBDM respectfully requests that Walker County review, sign and return the required pages of the attached MOA for further approval and execution with the Georgia Department of Transportation (GDOT). Pages three, and five through eight require county specific details, signatures, and seals where appropriate. Please ensure the seals are visible prior to scanning the pages and sending the pdf file via email. After approval by GDOT leadership, a final signed copy of the MOA will be emailed to Walker County.

Please return the requested pages and any questions, comments, or concerns via email to nwalker@dot.ga.gov or contact Neoma Walker, Bridge Program Manager at 404-985-1545. Thank you for your assistance and support in this matter.

Sincerely,

Donn Digamon
2023.11.28
09:57:46-05'00'



Donn P. Digamon, P.E.
State Bridge Engineer

cc: David Acree, District Preconstruction Engineer

**MEMORANDUM OF AGREEMENT
BY AND BETWEEN
GEORGIA DEPARTMENT OF TRANSPORTATION
AND
WALKER COUNTY
FOR
RIGHT OF WAY**

THIS MEMORANDUM OF AGREEMENT (the "Agreement") is made and entered into as of _____ (the "Effective Date"), by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia (hereinafter called the "DEPARTMENT" or "GDOT"), and **WALKER COUNTY**, acting by and through its Chairman and Board of Commissioners (hereinafter called the "LOCAL GOVERNMENT").

WHEREAS, PI No. 0016607 CR 219/RED BELT ROAD @ WEST CHICKAMAUGA CREEK (hereinafter called "PROJECT") has been added to the Statewide Transportation Improvement Plan; and

WHEREAS, the DEPARTMENT policy requires, and the LOCAL GOVERNMENT has agreed, that the LOCAL GOVERNMENT shall fund a portion of the DEPARTMENT expenses associated with Right of Way ("ROW") Phase (hereinafter called the "ROW Phase") for the PROJECT; and

WHEREAS, the DEPARTMENT has determined guidance for estimating the amount contributed by each Local Government for ROW contributions for each PROJECT based on the level of complexity for the particular project; and

WHEREAS, the LOCAL GOVERNMENT has agreed to pay the amount for the ROW Phase to the DEPARTMENT as set forth herein; and

WHEREAS, the Constitution authorizes intergovernmental agreements whereby state and local entities may contract with one another "for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; but such contracts must deal with activities, services or facilities which the parties are authorized by law to undertake or provide." Ga. Constitution Article IX, §III, ¶II(a).

NOW THEREFORE, in consideration of the mutual promises made and of the benefits to flow from one to the other, the DEPARTMENT and the LOCAL GOVERNMENT hereby agree each with the other as follows:

1. **RECITALS.** The recitals set forth above are true and correct and are incorporated into this Agreement.

2. **PAYMENT BY THE LOCAL GOVERNMENT TO THE DEPARTMENT**

- a. Based on the assessed level of complexity and subject to the provisions of this Section 2 of the Agreement, the LOCAL GOVERNMENT shall be responsible for providing payment in the amount of seventy-five thousand dollars (\$75,000.00) to the DEPARTMENT within thirty (30) days from the date listed on the GDOT invoice and billing request.
- b. All payments by the LOCAL GOVERNMENT to the DEPARTMENT shall be sent to the following address:

For payments made by check:

Georgia Department of Transportation
P.O. Box 932764
Atlanta, GA 31193-2764

- c. If there is an unused balance after completion of all the phases of the PROJECT for the PROJECT, pending audit by the DEPARTMENT, the remainder will be refunded to the LOCAL GOVERNMENT.
- d. The DEPARTMENT will prepare Specific Activity Agreements for funding applicable to other PROJECT activities, such as right of way, utilities and construction phases, when appropriate.
- e. Both the LOCAL GOVERNMENT and the DEPARTMENT hereby acknowledge that Time is of the Essence.
- f. If, for any reason, the LOCAL GOVERNMENT does not make payment to the DEPARTMENT pursuant to Section 2(a) above, the DEPARTMENT reserves the right, where applicable, to delay or cancel the PROJECT.

3. **COMPLIANCE WITH APPLICABLE LAWS.**

- a. The undersigned, on behalf of the LOCAL GOVERNMENT, certifies that the provisions of Sections 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated ("O.C.G.A.") relating to Conflict of Interest and State employees and officials trading with the State have been complied with in full.
- b. The provisions of O.C.G.A. §50-24-1 through 50-24-6 of the Official Code of Georgia Annotated relating to the "'Drug Free Workplace Act'" have been complied with in full, as stated in **Appendix A** of this Agreement.
- c. The LOCAL GOVERNMENT has read and understands the regulations for the State Audit Requirement and will comply in full with said provisions of O.C.G.A. § 36-81-7.
- d. By execution of this Agreement, the undersigned, on behalf of the LOCAL GOVERNMENT, certify under penalty of law that the LOCAL GOVERNMENT is in compliance with the service delivery strategy law (O.C.G.A. § 36-70-1 et seq.) and is not debarred from receiving financial assistance from the State of Georgia.
- e. The LOCAL GOVERNMENT hereby agrees that it shall comply with all applicable requirements of the American with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101, et seq. and 49 U.S.C. 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 791; and regulations and amendments thereto.
- f. The LOCAL GOVERNMENT hereby agrees that it shall comply with O.C.G.A. § 25-9-1 et. seq, Georgia Underground Facility Protection Act, CALL BEFORE YOU DIG 1-800-282-7411.
- g. Pursuant to O.C.G.A. § 13-10-91, the LOCAL GOVERNMENT is and shall be at all times, in compliance with the Federal Work Authorization Program. LOCAL GOVERNMENT agrees that it will comply with all E-Verify and Title VI requirements and execute any documents reasonably required related to such compliance.
- h. The LOCAL GOVERNMENT hereby agrees that it shall not discriminate on the basis of age, race, color, sex, national origin, religion or disability and that it shall comply, at a minimum, with the following Georgia laws: the Georgia Age Discrimination Act (O.C.G.A. § 34-1-2 et seq.); the Georgia Equal Employment for Persons with Disabilities Code (O.C.G.A. 34-6A-1 et seq.); and the Sex Discrimination in Employment (O.C.G.A. 34-5-1 et seq.). The LOCAL GOVERNMENT further agrees that it will comply with any and all state

and federal laws not specifically stated herein addressing discrimination to the extent that such is applicable.

- i. LOCAL GOVERNMENT acknowledges and agrees that failure to complete appropriate certifications or the submission of a false certification shall result in the termination of this Agreement.

4. MISCELLANEOUS

- a. Any notices, requests, demands or other communications that may be required hereunder, shall be in writing and transmitted via hand delivery, overnight courier, or certified mail to the Parties at the respective addresses set forth below. Notices may also be sent by email provided that the recipient acknowledges receipt. Notices will be deemed to have been given when received, unless otherwise noted in the Agreement.

GEORGIA DEPARTMENT OF TRANSPORTATION Attn: Neoma Walker Title: Bridge Program Manager Address: 600 West Peachtree NW, Atlanta, GA 30308 Phone: 404-985-1545 Email: nwalker@dot.ga.gov	WALKER COUNTY Attn: Shannon Whitfield Title: Chairman ICEO Address: PO Box 445 Lafayette GA 30728 Phone: 706 - 638 - 1437 Email: Commissioner@ walker.ga.us
--	---

- b. The individual signing this Agreement on behalf of each party represents and warrants that (s)he has the actual authority to sign this Agreement on behalf of such party, and to bind such party to the terms and conditions of this Agreement.
- c. This Agreement may be modified or amended only by means of a written document executed on behalf of all parties to this Agreement.
- d. The section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- e. The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.
- f. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.
- g. Nothing contained herein shall be construed as conferring upon or giving to any person, other than the parties hereto, any rights or benefits under or by reason of this Agreement.
- h. It is mutually agreed between the parties hereto that this Agreement shall be deemed to have been executed in Fulton County, Georgia, and that all questions of interpretation and construction shall be governed by the laws of the State of Georgia.

- i. This Agreement supersedes all prior negotiations, discussion, statements and agreements between the parties and constitutes the full, complete and entire agreement between the Parties with respect hereto; no member, officer, employee or agent of either party has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement. No modification of or amendment to this Agreement will be binding on either Party hereto unless such modification or amendment will be properly authorized, in writing, properly signed by both Parties and incorporated in and by reference made a part hereof.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the DEPARTMENT and the LOCAL GOVERNMENT have caused these presents to be executed under seal by their duly authorized representatives as of the Effective Date.

GEORGIA DEPARTMENT OF
TRANSPORTATION

WALKER COUNTY

By: _____

Name: Russell McMurry

Title: Commissioner

By: Shannon K Whitfield

Name: Shannon K Whitfield

Title: Chairman/CEO

Attest: _____

Name: _____

Title: _____

Attest: Whitney Summey

Name: Whitney Summey

Title: Deputy Clerk

This Agreement approved by Local Government,
the 12 day of December, 2023

FEIN: 581000901

APPENDIX A
CERTIFICATION OF LOCAL GOVERNMENT
DRUG FREE WORKPLACE

I hereby certify that I am a principal and duly authorized representative of Walker County
whose address is 101 S Duke St Lafayette GA 30528 and it is also certified that:

1. The provisions of Section 50 24 1 through 50 24 6 of the Official Code of Georgia Annotated, relating to the ""Drug Free Workplace Act"" have been complied with in full; and
2. A drug free workplace will be provided for the LOCAL GOVERNMENT's employees during the performance of the contract; and
3. Each subcontractor hired by the LOCAL GOVERNMENT shall be required to ensure that the subcontractor's employees are provided a drug free workplace. The LOCAL GOVERNMENT shall secure from that subcontractor the following written certification:

""As part of the subcontracting agreement with _____
_____, _____ certifies to the LOCAL
GOVERNMENT that a drug free workplace will be provided for the subcontractor's employees
during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official
Code of Georgia Annotated Section 50 24 3""; and

4. It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

12/28/2023
Date


Signature
Name: Shannon K Whitfield
Title: Chairman/CEO

**APPENDIX B
CERTIFICATION OF COMPLIANCES
WITH STATE AUDIT REQUIREMENT**

I hereby certify that I am a principal and duly authorized representative of Walker County whose address is 101 S. Duke St Lafayette Ga 30528 and it is also certified that:

I. PROCUREMENT REQUIREMENTS

The below listed provisions of State Procurement requirements shall be complied with throughout the Agreement period:

- (a) Provisions of Chapters 2 and Chapters 4 of the Title 32 of the Official Code of Georgia Annotated. Specifically, as to the County the provisions of O.C.G.A. § 32-4-40 et seq. and as to the Municipality the provisions of O.C.G.A. § 32-4-92 et seq.

II. STATE AUDIT REQUIREMENT

The provisions of Section 36-81-7 of the Official Code of Georgia Annotated, relating to the "Requirement of Audits" shall be complied with throughout the contract period in full, including but not limited to the following provisions:

- (a) Each unit of local government having a population in excess of 1,500 persons or expenditures of \$550,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of the local government for each fiscal year of the local government.
- (b) The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.
- (c) The governing authority of each local unit of government having expenditures of less than \$550,000.00 in that government's most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.
- (d) A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of the local government. Those units of local government not having a principal office shall provide a notification to the public as to the location of and times during which the public may inspect the report.
- (e) Provisions of Section Chapters 2 and Chapters 4 of the Title 32 of the Official Code of Georgia Annotated.

III. SERVICE DELIVERY STRATEGY REQUIREMENT

The provisions of Section 36-70-20 et seq. of the Official Code of Georgia, relating to the "Coordinated And Comprehensive Planning and Service Delivery By Counties And Municipalities", as amended, has been complied with throughout the Agreement period.

12/28/2023
Date

Shannon K. Whiffield
Signature
Name: Shannon K. Whiffield
Title: Chairman/CFO

Appendix C

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	WALKER COUNTY
Solicitation/Contract No./ Call No. or Project Description:	PI No. 0016607 CR 219/RED BELT ROAD @ WEST CHICKAMAUGA

CONTRACTOR AFFIDAVIT

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

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

586000901
Federal Work Authorization User Identification Number
(EEV/E-Verify Company Identification Number)

12-28-2023
Date of Authorization

Walker County Government
Name of Contractor

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

Shannon K. Whitfield
Printed Name (of Authorized Officer or Agent
of Contractor)

Chairman/CEO
Title (of Authorized Officer or Agent of Contractor)

Shannon K. Whitfield
Signature (of Authorized Officer or Agent)

12/28/2023
Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE
____ DAY OF _____, _____

Notary Public

[NOTARY SEAL]

My commission expires: _____

**MEMORANDUM OF AGREEMENT
BY AND BETWEEN
GEORGIA DEPARTMENT OF TRANSPORTATION
AND
WALKER COUNTY
FOR
RIGHT OF WAY**

THIS MEMORANDUM OF AGREEMENT (the "Agreement") is made and entered into as of _____ (the "Effective Date"), by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia (hereinafter called the "DEPARTMENT" or "GDOT"), and **WALKER COUNTY**, acting by and through its Chairman and Board of Commissioners (hereinafter called the "LOCAL GOVERNMENT").

WHEREAS, PI No. 0016608 CR 434/ LEE CLARKSON ROAD @ WEST CHICKAMAUGA CREEK (hereinafter called "PROJECT") has been added to the Statewide Transportation Improvement Plan; and

WHEREAS, the DEPARTMENT policy requires, and the LOCAL GOVERNMENT has agreed, that the LOCAL GOVERNMENT shall fund a portion of the DEPARTMENT expenses associated with Right of Way ("ROW") Phase (hereinafter called the "ROW Phase") for the PROJECT; and

WHEREAS, the DEPARTMENT has determined guidance for estimating the amount contributed by each Local Government for ROW contributions for each PROJECT based on the level of complexity for the particular project; and

WHEREAS, the LOCAL GOVERNMENT has agreed to pay the amount for the ROW Phase to the DEPARTMENT as set forth herein; and

WHEREAS, the Constitution authorizes intergovernmental agreements whereby state and local entities may contract with one another "for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; but such contracts must deal with activities, services or facilities which the parties are authorized by law to undertake or provide." Ga. Constitution Article IX, §III, ¶I(a).

NOW THEREFORE, in consideration of the mutual promises made and of the benefits to flow from one to the other, the DEPARTMENT and the LOCAL GOVERNMENT hereby agree each with the other as follows:

1. **RECITALS.** The recitals set forth above are true and correct and are incorporated into this Agreement.
2. **PAYMENT BY THE LOCAL GOVERNMENT TO THE DEPARTMENT**
 - a. Based on the assessed level of complexity and subject to the provisions of this Section 2 of the Agreement, the LOCAL GOVERNMENT shall be responsible for providing payment in the amount of seventy-five thousand dollars (\$75,000.00) to the DEPARTMENT within thirty (30) days from the date listed on the GDOT invoice and billing request.
 - b. All payments by the LOCAL GOVERNMENT to the DEPARTMENT shall be sent to the following address:

For payments made by check:

Georgia Department of Transportation
P.O. Box 932764
Atlanta, GA 31193-2764

- c. If there is an unused balance after completion of all the phases of the PROJECT for the PROJECT, pending audit by the DEPARTMENT, the remainder will be refunded to the LOCAL GOVERNMENT.
- d. The DEPARTMENT will prepare Specific Activity Agreements for funding applicable to other PROJECT activities, such as right of way, utilities and construction phases, when appropriate.
- e. Both the LOCAL GOVERNMENT and the DEPARTMENT hereby acknowledge that Time is of the Essence.
- f. If, for any reason, the LOCAL GOVERNMENT does not make payment to the DEPARTMENT pursuant to Section 2(a) above, the DEPARTMENT reserves the right, where applicable, to delay or cancel the PROJECT.

3. COMPLIANCE WITH APPLICABLE LAWS.

- a. The undersigned, on behalf of the LOCAL GOVERNMENT, certifies that the provisions of Sections 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated ("O.C.G.A.") relating to Conflict of Interest and State employees and officials trading with the State have been complied with in full.
- b. The provisions of O.C.G.A. §50-24-1 through 50-24-6 of the Official Code of Georgia Annotated relating to the "Drug Free Workplace Act" have been complied with in full, as stated in **Appendix A** of this Agreement.
- c. The LOCAL GOVERNMENT has read and understands the regulations for the State Audit Requirement and will comply in full with said provisions of O.C.G.A. § 36-81-7.
- d. By execution of this Agreement, the undersigned, on behalf of the LOCAL GOVERNMENT, certify under penalty of law that the LOCAL GOVERNMENT is in compliance with the service delivery strategy law (O.C.G.A. § 36-70-1 et seq.) and is not debarred from receiving financial assistance from the State of Georgia.
- e. The LOCAL GOVERNMENT hereby agrees that it shall comply with all applicable requirements of the American with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101, et seq. and 49 U.S.C. 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 791; and regulations and amendments thereto.
- f. The LOCAL GOVERNMENT hereby agrees that it shall comply with O.C.G.A. § 25-9-1 et. seq, Georgia Underground Facility Protection Act, CALL BEFORE YOU DIG 1-800-282-7411.
- g. Pursuant to O.C.G.A. § 13-10-91, the LOCAL GOVERNMENT is and shall be at all times, in compliance with the Federal Work Authorization Program. LOCAL GOVERNMENT agrees that it will comply with all E-Verify and Title VI requirements and execute any documents reasonably required related to such compliance.
- h. The LOCAL GOVERNMENT hereby agrees that it shall not discriminate on the basis of age, race, color, sex, national origin, religion or disability and that it shall comply, at a minimum, with the following Georgia laws: the Georgia Age Discrimination Act (O.C.G.A. § 34-1-2 et seq.); the Georgia Equal Employment for Persons with Disabilities Code (O.C.G.A. 34-6A-1 et seq.); and the Sex Discrimination in Employment (O.C.G.A. 34-5-1 et seq.). The LOCAL GOVERNMENT further agrees that it will comply with any and all state

and federal laws not specifically stated herein addressing discrimination to the extent that such is applicable.

- i. LOCAL GOVERNMENT acknowledges and agrees that failure to complete appropriate certifications or the submission of a false certification shall result in the termination of this Agreement.

4. MISCELLANEOUS

- a. Any notices, requests, demands or other communications that may be required hereunder, shall be in writing and transmitted via hand delivery, overnight courier, or certified mail to the Parties at the respective addresses set forth below. Notices may also be sent by email provided that the recipient acknowledges receipt. Notices will be deemed to have been given when received, unless otherwise noted in the Agreement.

GEORGIA DEPARTMENT OF TRANSPORTATION Attn: Neoma Walker Title: Bridge Program Manager Address: 600 West Peachtree NW, Atlanta, GA 30308 Phone: 404-985-1545 Email: nwalker@dot.ga.gov	WALKER COUNTY Attn: Shannon Whitfield Title: Chairman/CEO Address: PO Box 445 Lafayette GA 30228 Phone: 706-638-1437 Email: Commissioner@walker.ga.us
--	--

- b. The individual signing this Agreement on behalf of each party represents and warrants that (s)he has the actual authority to sign this Agreement on behalf of such party, and to bind such party to the terms and conditions of this Agreement.
- c. This Agreement may be modified or amended only by means of a written document executed on behalf of all parties to this Agreement.
- d. The section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- e. The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.
- f. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.
- g. Nothing contained herein shall be construed as conferring upon or giving to any person, other than the parties hereto, any rights or benefits under or by reason of this Agreement.
- h. It is mutually agreed between the parties hereto that this Agreement shall be deemed to have been executed in Fulton County, Georgia, and that all questions of interpretation and construction shall be governed by the laws of the State of Georgia.

- i. This Agreement supersedes all prior negotiations, discussion, statements and agreements between the parties and constitutes the full, complete and entire agreement between the Parties with respect hereto; no member, officer, employee or agent of either party has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement. No modification of or amendment to this Agreement will be binding on either Party hereto unless such modification or amendment will be properly authorized, in writing, properly signed by both Parties and incorporated in and by reference made a part hereof.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the DEPARTMENT and the LOCAL GOVERNMENT have caused these presents to be executed under seal by their duly authorized representatives as of the Effective Date.

GEORGIA DEPARTMENT OF
TRANSPORTATION

WALKER COUNTY

By: _____

Name: Russell McMurry

Title: Commissioner

By: Shannon K. Whitefield

Name: Shannon K. Whitefield

Title: Chairman/CEO

Attest: _____

Name: _____

Title: _____

Attest: Whitney Summey

Name: Whitney Summey

Title: Deputy Clerk

This Agreement approved by Local Government,
the 28 day of December 2023

FEIN: 586000901

APPENDIX A
CERTIFICATION OF LOCAL GOVERNMENT
DRUG FREE WORKPLACE

I hereby certify that I am a principal and duly authorized representative of Walker County
whose address is 101 S Duke St Lafayette GA 30568 and it is also certified that:

1. The provisions of Section 50 24 1 through 50 24 6 of the Official Code of Georgia Annotated, relating to the ""Drug Free Workplace Act"" have been complied with in full; and
2. A drug free workplace will be provided for the LOCAL GOVERNMENT's employees during the performance of the contract; and
3. Each subcontractor hired by the LOCAL GOVERNMENT shall be required to ensure that the subcontractor's employees are provided a drug free workplace. The LOCAL GOVERNMENT shall secure from that subcontractor the following written certification:

""As part of the subcontracting agreement with _____
_____, _____ certifies to the LOCAL
GOVERNMENT that a drug free workplace will be provided for the subcontractor's employees
during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official
Code of Georgia Annotated Section 50 24 3""; and

4. It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

12-28-2023
Date

Shannon K Whitfield
Signature
Name: Shannon K Whitfield
Title: CHAIRMAN/CEO

APPENDIX B
CERTIFICATION OF COMPLIANCES
WITH STATE AUDIT REQUIREMENT

I hereby certify that I am a principal and duly authorized representative of _____ whose address is _____ and it is also certified that:

I. PROCUREMENT REQUIREMENTS

The below listed provisions of State Procurement requirements shall be complied with throughout the Agreement period:

- (a) Provisions of Chapters 2 and Chapters 4 of the Title 32 of the Official Code of Georgia Annotated. Specifically, as to the County the provisions of O.C.G.A. § 32-4-40 et seq. and as to the Municipality the provisions of O.C.G.A. § 32-4-92 et seq.

II. STATE AUDIT REQUIREMENT

The provisions of Section 36-81-7 of the Official Code of Georgia Annotated, relating to the "Requirement of Audits" shall be complied with throughout the contract period in full, including but not limited to the following provisions:

- (a) Each unit of local government having a population in excess of 1,500 persons or expenditures of \$550,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of the local government for each fiscal year of the local government.
- (b) The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.
- (c) The governing authority of each local unit of government having expenditures of less than \$550,000.00 in that government's most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.
- (d) A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of the local government. Those units of local government not having a principal office shall provide a notification to the public as to the location of and times during which the public may inspect the report.
- (e) Provisions of Section Chapters 2 and Chapters 4 of the Title 32 of the Official Code of Georgia Annotated.

III. SERVICE DELIVERY STRATEGY REQUIREMENT

The provisions of Section 36-70-20 et seq. of the Official Code of Georgia, relating to the "Coordinated And Comprehensive Planning and Service Delivery By Counties And Municipalities", as amended, has been complied with throughout the Agreement period.

12-28-2023

Date

Shannon K. Whitfield

Signature

Name: SHANNON K. WHITFIELD

Title: CHAIRMAN/CEO

Appendix C

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	WALKER COUNTY
Solicitation/Contract No./ Call No. or Project Description:	PI No. 0016608 CR 434/ LEE CLARKSON ROAD @ WEST CHICKAMAUGA CREEK

CONTRACTOR AFFIDAVIT

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

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10- 91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

5846 000901
Federal Work Authorization User Identification Number
(EEV/E-Verify Company Identification Number)

12-28-2023
Date of Authorization

Walker County Government
Name of Contractor

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

Shannon K Whiffield
Printed Name (of Authorized Officer or Agent
of Contractor)

CHAIRMAN/CEO
Title (of Authorized Officer or Agent of Contractor)

Shannon K Whiffield
Signature (of Authorized Officer or Agent)

12-28-2023
Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE
____ DAY OF _____, _____

Notary Public

[NOTARY SEAL]

My commission expires: _____

LOCAL MARKETING ORGANIZATION AGREEMENT

This agreement is entered into by WALKER COUNTY, GEORGIA (hereinafter referred to as "County"), and WALKER COUNTY CHAMBER OF COMMERCE, INC., a non-profit 501(c) organization in Walker County, Georgia (hereinafter referred to as "Organization").

WHEREAS, the County may expend Hotel-Motel Excise funds pursuant to O.C.G.A. Section 48-13-51(b) for promoting tourism, convention and trade shows (hereinafter referred to as "TCT"); and

WHEREAS, a County collecting Hotel-Motel Excise funds must contract with a destination marketing organization to expend a portion of the revenue that is restricted; and

WHEREAS, the Organization is a private sector non-profit organization exempt from income tax under IRS Section 501(c) which is willing and authorized to expend restricted funds for the purpose of promoting TCT in the County as provided by law.

NOW, THEREFORE, in consideration of the premises herein, the parties hereto agree as follows:

1. 43.75% of the funds collected by the County shall be delivered to the Organization to be used for the promotion of TCT in the manner set forth herein.
2. All sums received by the Organization from the County hereunder shall be expended by the Organization according to the hotel/motel tax budget prepared by the County. These funds shall be expended within one year from receipt of the above amount, and solely for the promotion of TCT in the County. Tourism involves traveling to experience and learn about the places, artifacts, and activities that authentically represent the stories and people of Georgia's past and present. It includes the preservation of recreational, cultural, historic, and natural resources of Georgia for the benefit of both visitors and local residents. Tourism involves, but is not limited to the following elements:
 - 1) Visiting historic places and other places of interest.
 - 2) Participating in historic and recreational activities.
 - 3) Educating both visitors and local residents about the past and the culture of the past.
 - 4) Experiencing recreational, cultural and/or historic opportunities.
 - 5) Enjoying the natural environment.

See attachment Exhibit "A" for a sample list of appropriate expenditures.

3. The Organization shall continue to supervise a Tourism Committee, made of representatives from across the County, to advise where revenue expended to promote tourism will have the greatest impact. The Committee shall meet a minimum of once per quarter and shall include the following persons:

- (A) A representative of the Organization
 - (B) A member of the Organization's Board of Directors
 - (C) Chairman or designee of the Walker County Board of Commissioners
 - (D) A designee/representative of the City of Chickamauga
-

weeks of the County's written request for the audit verification, and in no instance later than 30 days after expenditure of all of the funds granted hereunder.

5. By executing this Agreement, the Organization hereby affirms that it will use the funds received solely and exclusively in compliance with this Agreement, and will further expend such funds in compliance with County ordinances and state laws. The County shall provide from time to time written requests to the Organization for payment of certain permitted expenditures for the promotion of tourism. The Organization agrees to defend, indemnify and hold harmless the County from and against all claims that arise from its failure to spend funds in compliance with this paragraph, including reasonable attorney's fees and court costs of the County.

Furthermore, if the Organization fails to spend the funds in the manner contemplated in this Agreement, or fails to meet the timeliness requirements hereof, the Organization agrees this shall constitute a breach of the Agreement, and all such funds shall be returned to the County immediately. In consideration of the Organization's administration of the funds referenced herein, the County agrees that up to 20-percent of the total yearly excise tax remitted by the County to the Organization of TCT funds may be used to help fund the operation of the Walker County Visitor Center.

6. All notices, requests, demands or other communications (hereinafter collectively referred to as "Communication") required or permitted to be given hereunder shall be in writing and shall be addressed and delivered to each party at the addresses set forth below. Any such or other Communication shall be considered delivered on the date of receipt. Rejection or other refusal to accept or inability to deliver because of a changed address of which proper notice was not given shall be deemed to be receipt of the Communication. By giving prior written notice thereof, any party may from time to time and at any time may change its address for notices hereunder. Legal counsel for the respective parties may send to the other party any Communication required or permitted to be given hereunder by such party.

Notice to County: Walker County Government, Attn: County Clerk, 101 South Duke Street, P.O. Box 445, LaFayette, GA 30728 clerk@walkerga.us

Notice to Organization: Walker County Chamber of Commerce, Inc., Attn: President, 10052 Hwy 27, Rock Spring, GA 30739; president@walkercochamber.com.

7. Either party may terminate this Agreement, with or without cause, by providing the other party with a minimum 30 day advance notice of the termination, unless the other party waives in writing the 30 day advance notice requirement. Notwithstanding the above, if the Agreement is terminated due to a breach of the Agreement by the other party, the non-breaching party is not required to abide by the 30 day notice requirement.

8. The parties hereto may not assign, sublet, or transfer their interest in responsibilities under this Agreement without the prior written consent of all parties hereto.

9. The laws of the State of Georgia shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the parties.

Walker County, Georgia

Walker County Chamber of Commerce, Inc.

11 1.1 1.1 

EXHIBIT "A"

Here are some examples of projects, activities, and other expenses. Those marked "Yes" are eligible to be funded with the Hotel-Motel Tax funds restricted to promoting tourism.

Radio/television & digital advertising promoting Festivals, Events, or Shows	Yes
Radio/television sponsored segments promoting Tourist Attractions	Yes
Print advertising promoting Tourist Attractions, Festivals, Events, or Shows	Yes
Fees for website marketing of attractions, accommodations, and restaurants	Yes
Search engine optimization and search engine marketing	Yes
Brochures highlighting local attractions	Yes
Map of local accommodations and restaurants	Yes
Visitors maps and packets	Yes
Postage for mailing visitor maps and packets	Yes
Welcome signs at city/county borders	Yes
Public Art	Yes
Building rent for Visitors Center	Yes
Visitors Center staff salaries	Yes
Decorative banners for street lights that advertise a specific recurring event	Yes
Familiarization tours for travel writers and meeting planners	Yes
Film production hosting and recruitment	Yes
Special promotions	Yes
Promotion of Sports Tourism	Yes
Generic decorative banners for street lights	No
Festivals, Events, or Shows	No
Overtime for First Responders working Festivals, Events, or Shows	No
General Operating Expenses for a Chamber of Commerce	No

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

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

PURCHASE ORDER
NO. 2024-00000576
DATE 12/20/2023

VENDOR 60132 MOTOROLA SOLUTIONS INC

CONTACT
MOTOROLA SOLUTIONS INC
P O BOX 404059
ATLANTA , GA 30384

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

QUANTITY	U/M	DESCRIPTION	UNIT COST	TOTAL COST
10.0000	EA	Capital - Other Equipment	\$4,948.3700	\$49,483.70
5.0000	EA	Capital - Other Equipment	\$6,039.3100	\$30,196.55
			TOTAL DUE	\$79,680.25


APPROVED BY

SPECIAL INSTRUCTIONS

Billing Address:
WALKER COUNTY
COMMISSION
101 DUKE ST
LA FAYETTE, GA 30728
US

Quote Date:11/29/2023
Expiration Date:01/28/2024
Quote Created By:
John Jouanet
john.jouanet@deirr.com

End Customer:
WALKER COUNTY COMMISSION
Curtis Creekmur
c.creekmur@walkerga.us

Line #	Item Number	Description	Qty	Sale Price	Ext. Sale Price
APX™ 4500 Enhanced					
1	M22URS9PW1BN	APX4500 ENHANCED 7/800 MHZ MOBILE	10	\$1,545.73	\$15,457.30
1a	GA00318AC	ENH: 5 YEAR ESSENTIAL SVC	10	\$360.00	\$3,600.00
1b	GA00580AA	ADD: TDMA OPERATION	10	\$361.35	\$3,613.50
1c	QA02756AD	ADD: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM	10	\$1,260.71	\$12,607.10
1d	GA01606AA	ADD: NO BLUETOOTH/WIFI/GPS ANTENNA NEEDED	10	\$0.00	\$0.00
1e	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	10	\$48.18	\$481.80
1f	G843AH	ADD: AES ENCRYPTION AND ADP	10	\$381.79	\$3,817.90
1g	GA00804AA	ADD: APX O2 CH (GREY)	10	\$394.93	\$3,949.30
1h	G444AH	ADD: APX CONTROL HEAD SOFTWARE	10	\$0.00	\$0.00
1i	W22BA	ADD: STD PALM MICROPHONE APX	10	\$57.67	\$576.70
1j	QA09113AB	ADD: BASELINE RELEASE SW	10	\$0.00	\$0.00
1k	W969BG	ADD: MULTIKEY OPERATION	10	\$264.99	\$2,649.90
1l	G174AD	ADD: ANT 3DB LOW-PROFILE 762-870	10	\$34.31	\$343.10



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800



MOTOROLA SOLUTIONS

QUOTE-2433402
APX4500 S.O. qty10

Line #	Item Number	Description	Qty	Sale Price	Ext. Sale Price
1m	G67DQ	ADD: REMOTE MOUNT O2 APXM	10	\$238.71	\$2,387.10
Grand Total				\$49,483.70(USD)	

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800



QUOTE-2446060
APX6000 SO qty5

Billing Address:
WALKER COUNTY
COMMISSION
101 DUKE ST
LA FAYETTE, GA 30728
US

Quote Date:12/08/2023
Expiration Date:02/06/2024
Quote Created By:
John Jouanet
john.jouanet@deirr.com

End Customer:
WALKER COUNTY COMMISSION
Curtis Creekmur
c.creekmur@walkerga.us

Line #	Item Number	Description	Qty	Sale Price	Ext. Sale Price
	APX™ 6000 Series	APX6000			
1	H98UCF9PW6BN	APX6000 700/800 MODEL 2.5 PORTABLE	5	\$2,624.35	\$13,121.75
1a	H869BZ	ENH: MULTIKEY	5	\$264.99	\$1,324.95
1b	QA01833AH	ADD: EXTREME 1-SIDED NOISE REDUCTION	5	\$20.44	\$102.20
1c	QA05570AA	ALT: LI-ION IMPRES 2 IP68 3400 MAH	5	\$84.32	\$421.60
1d	Q361AR	ADD: P25 9600 BAUD TRUNKING	5	\$240.90	\$1,204.50
1e	QA00580AC	ADD: TDMA OPERATION	5	\$361.35	\$1,806.75
1f	Q887AU	ADD: 5Y ESSENTIAL SERVICE	5	\$306.00	\$1,530.00
1g	H38BT	ADD: SMARTZONE OPERATION	5	\$963.60	\$4,818.00
1h	QA09113AB	ADD: BASELINE RELEASE SW	5	\$0.00	\$0.00
1i	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION	5	\$413.91	\$2,069.55
1j	Q629AK	ENH: AES ENCRYPTION AND ADP	5	\$381.79	\$1,908.95
2	PMNN4486A	BATT IMPRES 2 LIION R IP67 3400T	5	\$137.44	\$687.20
3	PMMN4099CL	AUDIO ACCESSORY-REMOTE SPEAKER MICROPHONE,IP68 REMOTE SPEAKER MICROPHONE,3.5MM,UL	5	\$104.07	\$520.35



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, the Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 -- #: 36-1115800



Line #	Item Number	Description	Qty	Sale Price	Ext. Sale Price
4	NNTN8860B	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	5	\$136.15	\$680.75

Grand Total \$30,196.55(USD)

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



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

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

PURCHASE ORDER
NO. 2024-00000577

DATE 12/20/2023

VENDOR 60132 MOTOROLA SOLUTIONS INC

CONTACT
MOTOROLA SOLUTIONS INC
P O BOX 404059
ATLANTA , GA 30384

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

QUANTITY	U/M	DESCRIPTION	UNIT COST	TOTAL COST
5.0000	EA	Capital - Other Equipment	\$4,810.4000	\$24,052.00
5.0000	EA	Capital - Other Equipment	\$7,117.5800	\$35,587.90
			TOTAL DUE	\$59,639.90

APPROVED BY 

SPECIAL INSTRUCTIONS



Billing Address:
WALKER COUNTY
COMMISSION
101 DUKE ST
LA FAYETTE, GA 30728
US

Quote Date:11/29/2023
Expiration Date:01/28/2024
Quote Created By:
John Jouanet
john.jouanet@deirr.com

End Customer:
Curtis Creekmur
Curtis Creekmur
c.creekmur@walkerga.us

Line #	Item Number	Description	Qty	Sale Price	Ext. Sale Price
	APX™ 6000 Series	APX6000 XE			
1	H98UCF9PW6BN	APX6000 700/800 MODEL 2.5 PORTABLE	5	\$2,624.35	\$13,121.75
1a	H869BZ	ENH: MULTIKEY	5	\$264.99	\$1,324.95
1b	Q361AR	ADD: P25 9600 BAUD TRUNKING	5	\$240.90	\$1,204.50
1c	QA02006AA	ENH: APX6000XE RUGGED RADIO	5	\$642.40	\$3,212.00
1d	QA00580AC	ADD: TDMA OPERATION	5	\$361.35	\$1,806.75
1e	Q887AU	ADD: 5Y ESSENTIAL SERVICE	5	\$306.00	\$1,530.00
1f	QA09000AA	ADD: DIGITAL TONE SIGNALING	5	\$120.45	\$602.25
1g	H38BT	ADD: SMARTZONE OPERATION	5	\$963.60	\$4,818.00
1h	QA09113AB	ADD: BASELINE RELEASE SW	5	\$0.00	\$0.00
1i	QA01427AB	ALT: IMPACT GREEN HOUSING	5	\$20.44	\$102.20
1j	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION	5	\$413.91	\$2,069.55
1k	Q629AK	ENH: AES ENCRYPTION AND ADP	5	\$381.79	\$1,908.95
2	PMNN4547A	BATT IMPRES 2 LIION TIA4950 R IP68 3100T	5	\$155.60	\$778.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, the Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 -- #: 36-1115800



Line #	Item Number	Description	Qty	Sale Price	Ext. Sale Price
3	PMMN4106D	AUDIO ACCESSORY-REMOTE SPEAKER MICROPHONE,XE500 REMOTE SPKR MIC WITH CHANNEL KNOB, HIGH IMPACT GREEN	5	\$485.65	\$2,428.25
4	NNTN8860B	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	5	\$136.15	\$680.75
Grand Total				\$35,587.90(USD)	

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



Billing Address:
WALKER COUNTY
COMMISSION
101 DUKE ST
LA FAYETTE, GA 30728
US

Quote Date:11/29/2023
Expiration Date:01/28/2024
Quote Created By:
John Jouanet
john.jouanet@deirr.com

End Customer:
WALKER COUNTY COMMISSION
Curtis Creekmur
c.creekmur@walkerga.us

Line #	Item Number	Description	Qty	Sale Price	Ext. Sale Price
APX™ 4500 Enhanced					
1	M22URS9PW1BN	APX4500 ENHANCED 7/800 MHZ MOBILE	5	\$1,545.73	\$7,728.65
1a	GA00318AC	ENH: 5 YEAR ESSENTIAL SVC	5	\$360.00	\$1,800.00
1b	G66BF	ADD: DASH MOUNT O2 APXM	5	\$100.74	\$503.70
1c	GA00580AA	ADD: TDMA OPERATION	5	\$361.35	\$1,806.75
1d	QA02756AD	ADD: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM	5	\$1,260.71	\$6,303.55
1e	GA01606AA	ADD: NO BLUETOOTH/WIFI/GPS ANTENNA NEEDED	5	\$0.00	\$0.00
1f	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	5	\$48.18	\$240.90
1g	G843AH	ADD: AES ENCRYPTION AND ADP	5	\$381.79	\$1,908.95
1h	GA00804AA	ADD: APX O2 CH (GREY)	5	\$394.93	\$1,974.65
1i	G444AH	ADD: APX CONTROL HEAD SOFTWARE	5	\$0.00	\$0.00
1j	W22BA	ADD: STD PALM MICROPHONE APX	5	\$57.67	\$288.35
1k	QA09113AB	ADD: BASELINE RELEASE SW	5	\$0.00	\$0.00
1l	W969BG	ADD: MULTIKEY OPERATION	5	\$264.99	\$1,324.95



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800



Line #	Item Number	Description	Qty	Sale Price	Ext. Sale Price
1m	G174AD	ADD: ANT 3DB LOW-PROFILE 762-870	5	\$34.31	\$171.55

Grand Total \$24,052.00(USD)

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, the Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

SHIP TO
WALKER COUNTY SHERIFF'S OFFICE
105 S DUKE ST.
LA FAYETTE, GA 30728

BILL TO
WALKER COUNTY SHERIFF'S OFFICE
P.O. BOX 767
LA FAYETTE, GA 30728

PURCHASE ORDER
NO. 2024-00000606
DATE 12/20/2023

VENDOR 49 JENKINS CHRYSLER-DODGE-JEEP INC

CONTACT
JENKINS CHRYSLER-DODGE-JEEP INC
P O BOX 668
LAFAYETTTE, GA 30728

DELIVER BY
SHIP VIA
FREIGHT TERMS
ORIGINATOR Christopher Anderson
RESOLUTION #
PAYMENT TERMS

QUANTITY	U/M	DESCRIPTION	UNIT COST	TOTAL COST
7.0000	EA	Capital - Vehicles	\$42,921.0000	\$300,447.00
1.0000	EA	Capital - Vehicles	\$39,723.0000	\$39,723.00
			TOTAL DUE	\$340,170.00

APPROVED BY 

SPECIAL INSTRUCTIONS

Jenkins Chrysler - Dodge - Jeep, Inc.

Post Office Box 668 • 2561 Highway 27 North
LaFayette, Georgia 30728
(706) 638-1662 ~ Fax (706) 638-5258

11-30-2023
Walker County Commissioner
P.O. Box 443
LaFayette GA 30728
CITY STATE ZIP
HOME PHONE CELL PHONE COUNTY

PLEASE ENTER MY ORDER FOR THE FOLLOWING				CASH PRICE OF CAR	
☐ NEW OR ☐ USED		☐ CAR OR ☐ TRUCK		706-638-1909	
DATE: 11-30-2023	MAKE: Dodge	MODEL: Durango	TYPE: Pursuit		
COLOR: Black	SERIAL NO.				
STOCK #	SALESMAN: Joel	MILEAGE			
— NOTES —					
EMAIL ADDRESS:					
AUTO INSURANCE AGENT:					
INSURANCE CO.:					
POLICY #:					
DRIVERS LICENSE #:			STATE:		
SOCIAL SECURITY #:			DOB:		
DISCLAIMER OF WARRANTIES Any warranties on the products sold hereby are those made by the manufacturer. The Seller, the dealership, named herein, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the dealership named herein neither assumes nor authorizes any person to assume for it any liability in connection with the sale of said products. LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED.					
DESCRIPTION OF TRADE IN					
YEAR	MAKE	MODEL		GA. ELEC. TITLE FEE	
TYPE	SERIAL NO.		CUSTOMER SERVICES		
COLOR	DECAL NO. - YEAR	MONTH	LICENSE NO.	TOTAL LIST PRICE	
MILEAGE OF TRADE IN				LESS TRADE-IN AND/OR DISCOUNT	
LIENHOLDER INFORMATION				NET DIFFERENCE	
LIENHOLDER				SALES TAX STATE	
ADDRESS				LICENSE TRANSFER TITLE REGISTRATION	
CITY	STATE	ZIP CODE		LIEN ON TRADE - IN	
LIEN VERIFIED BY				UNPAID BALANCE	
GOOD DATE				FACTORY REBATE TOTAL	
ACCT# -		AP.		LESS CASH DOWN PAYMENT	
PHONE# -		BY		SERVICE CONTRACT	
				TOTAL	
Purchaser agrees that this Order includes all of the terms and conditions on both the face and reverse side hereof, that this Order cancels and supersedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby, and that THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE AND IN THE EVENT OF A TIME SALE, DEALER SHALL NOT BE OBLIGATED TO SELL UNTIL APPROVAL OF THE TERMS HEREOF IS GIVEN BY A BANK OR FINANCE COMPANY WILLING TO PURCHASE A RETAIL INSTALLMENT CONTRACT BETWEEN THE PARTIES HERETO BASED ON SUCH TERMS. Purchaser by his execution of this Order certifies that he is 18 years of age or older and acknowledges that he has read its terms and conditions and has received a true copy of this Order.					
PURCHASER'S SIGNATURE				ACCEPTED BY: DEALER OR HIS AUTHORIZED REPRESENTATIVE	

JENKINS CHRYSLER-DODGE-JEEP INCORPORAT
HIGHWAY 27 NORTH
LAFAYETTE, GA 307280668

Configuration Preview

Date Printed: 2023-11-30 9:23 AM VIN: Quantity: 7
Estimated Ship Date: VON: Status: BA - Pending order
FAN 1: 52381 COUNTY OF WALKER, GEORGIA, COU
FAN 2:
Client Code:
Bid Number: TB4059
PO Number:

Sold to: JENKINS CHRYSLER-DODGE-JEEP INCORPORATED (43287)
HIGHWAY 27 NORTH
LAFAYETTE, GA 307280668

Ship to: JENKINS CHRYSLER-DODGE-JEEP INCORPORATED (43287)
HIGHWAY 27 NORTH
LAFAYETTE, GA 307280668

Vehicle: 2024 DURANGO PURSUIT VEHICLE AWD (WDEE75)

	Sales Code	Description	MSRP(USD)
Model:	WDEE75	DURANGO PURSUIT VEHICLE AWD	43,075
Package:	22Z	Customer Preferred Package 22Z	0
	EZH	5.7L V8 HEMI MDS VVT Engine	3,115
	DFD	8-Spd Auto 8HP70 Trans (Buy)	0
Paint/Seat/Trim:	PXJ	DB Black Clear Coat	0
	APA	Monotone Paint	0
	*A7	Cloth Bucket Seats W/Rear Vinyl	150
	-X9	Black	0
Options:	4DH	Prepaid Holdback	0
	4ES	Delivery Allowance Credit	0
	MAF	Fleet Purchase Incentive	0
	5N6	Easy Order	0
	4FM	Fleet Option Editor	0
	4FT	Fleet Sales Order	0
	166	Zone 66-Orlando	0
	4EA	Sold Vehicle	0
	4FA	Special Bid-Ineligible For Incentive	0
	TB4059	Government Incentives	0
Non Equipment:			0
Bid Number:			0
Discounts:	YG1	7.5 Additional Gallons of Gas	0
Destination Fees:			1,595
Total Price:			47,935

Order Type: Fleet PSP Month/Week:
Scheduling Priority: 1-Sold Order Build Priority: 99
Salesperson:
Customer Name:
Customer Address: USA

Instructions:

42921

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

300,447.00

Post Office Box 668 • 2561 Highway 27 North
LaFayette, Georgia 30728
(706) 638-1662 ~ Fax (706) 638-5258

12-14-2003	
Walker County Commissioner	
P.O. Box 445	
PURCHASER'S NAME	
Lafayette	
STREET ADDRESS	
GA 30728	
CITY	STATE
ZIP	Walker
HOME PHONE	COUNTY
CELL PHONE	

PLEASE ENTER MY ORDER FOR THE FOLLOWING					CITY		STATE		ZIP	
☐ NEW OR ☐ USED ☐ CAR OR ☐ TRUCK					HOME PHONE		CELL PHONE		COUNTY	
MAKE RAM SSV Crew Cab 4x4					CASH PRICE OF CAR					
COLOR Black					706-638-1909					
SERIAL NO.										
ST GA										
SALESMAN Joel										
MILEAGE										
— NOTES —										
EMAIL ADDRESS:										
AUTO INSURANCE AGENT:										
INSURANCE CO.:										
POLICY #:										
DRIVERS LICENSE #:										
STATE:										
SOCIAL SECURITY #:										
DOB:										
DISCLAIMER OF WARRANTIES Any warranties on the products sold hereby are those made by the manufacturer. The Seller, the dealership, named herein, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the dealership named herein neither assumes nor authorizes any person to assume for it any liability in connection with the sale of said products. LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED.										
DESCRIPTION OF TRADE IN										
YEAR		MAKE			MODEL					
TYPE		SERIAL NO.								
COLOR		DECAL NO. - YEAR		MONTH		LICENSE NO.				
MILEAGE OF TRADE IN										
LIENHOLDER INFORMATION										
LIENHOLDER										
ADDRESS										
CITY		STATE			ZIP CODE					
LIEN VERIFIED BY										
GOOD DATE										
ACCT# -					AP.					
PHONE# -					BY					
GA. ELEC. TITLE FEE										
CUSTOMER SERVICES										
TOTAL LIST PRICE										
LESS TRADE-IN AND/OR DISCOUNT										
NET DIFFERENCE										
SALES TAX										
LICENSE TRANSFER TITLE REGISTRATION										
LIEN ON TRADE - IN										
UNPAID BALANCE										
FACTORY REBATE TOTAL										
LESS CASH DOWN PAYMENT										
SERVICE CONTRACT										
TOTAL										
Purchaser agrees that this Order includes all of the terms and conditions on both the face and reverse side hereof, that this Order cancels and supersedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby, and that THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE AND IN THE EVENT OF A TIME SALE, DEALER SHALL NOT BE OBLIGATED TO SELL UNTIL APPROVAL OF THE TERMS HEREOF IS GIVEN BY A BANK OR FINANCE COMPANY WILLING TO PURCHASE A RETAIL INSTALLMENT CONTRACT BETWEEN THE PARTIES HERETO BASED ON SUCH TERMS. Purchaser by his execution of this Order certifies that he is 18 years of age or older and acknowledges that he has read its terms and conditions and has received a true copy of this Order.										
PURCHASER'S SIGNATURE					ACCEPTED BY:					
DEALER OR HIS AUTHORIZED REPRESENTATIVE										

JENKINS CHRYSLER-DODGE-JEEP INCORPORAT
HIGHWAY 27 NORTH
LAFAYETTE, GA 307280668

Configuration Preview

Date Printed: 2023-12-15 9:58 AM VIN: Quantity: 1
Estimated Ship Date: VON: Status: BA - Pending order
FAN 1: 52381 COUNTY OF WALKER, GEORGIA, COU
FAN 2:
Client Code:
Bid Number: TB4059
PO Number:

Sold to: JENKINS CHRYSLER-DODGE-JEEP INCORPORATED (43287)
HIGHWAY 27 NORTH
LAFAYETTE, GA 307280668

Ship to: JENKINS CHRYSLER-DODGE-JEEP INCORPORATED (43287)
HIGHWAY 27 NORTH
LAFAYETTE, GA 307280668

Vehicle: 2024 (DS6T98)

	Sales Code	Description	MSRP(USD)
Model:	DS6T98		50,035
Package:	26D	Customer Preferred Package 26D	0
	EZH	5.7L V8 HEMI MDS VVT Engine	0
	DFK	8-Spd Auto 8HP70 Trans (Buy-US)	0
Paint/Seat/Trim:	PXJ	Diamond Black Crystal P/C	200
	APA	Monotone Paint	0
	*D7	Cloth Front Bench / Vinyl Rear Seat	55
	-X8	Black/Diesel Gray	0
Options:	4DH	Prepaid Holdback	0
	4ES	Delivery Allowance Credit	0
	MAF	Fleet Purchase Incentive	0
	5N6	Easy Order	0
	4FM	Fleet Option Editor	0
	4FT	Fleet Sales Order	0
	166	Zone 66-Orlando	0
	4EA	Sold Vehicle	0
Non Equipment:	4FA	Special Bid-Ineligible For Incentive	0
Bid Number:	TB4059	Government Incentives	0
Discounts:	YGE	5 Additional Gallons of Gas	0
Destination Fees:			1,995
Total Price:			52,285

Order Type: Fleet PSP Month/Week:
Scheduling Priority: 1-Sold Order Build Priority: 99
Salesperson:
Customer Name:
Customer Address: USA
Instructions:

39783

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

VENDOR 2561 REYNOLDS-WARREN EQUIPMENT CO INC

CONTACT

REYNOLDS-WARREN EQUIPMENT CO INC
1945 FOREST PARKWAY
LAKE CITY, GA 30260

DELIVER BY
SHIP VIA
FREIGHT TERMS
ORIGINATOR
RESOLUTION #
PAYMENT TERMS

Whitfield, Shannon

QUANTITY	U/M	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	EA	Capital - Other Equipment	\$62,800.0000	\$62,800.00
			TOTAL DUE	\$62,800.00


APPROVED BY

SPECIAL INSTRUCTIONS



Reynolds-Warren Equipment Co.
1945 Forest Parkway Lake City, GA 30260
TF: (404)361-1593 FX:(404)361-1885
www.reynoldswarren.com

To: Carlen Bowers

QUOTATION

Organization: Walker County

Date: 11/28/23

Address: 91 Industrial Dr.

City/State Chickamauga, GA 30707

Description	Amount
Right HAND shouldering machine WITH REMOTE RW-1004004 PUSH PLATE	
S/N FHR-3522	\$62,800.00
Price As Equipped	\$62,800.00
Sales Tax:	
Freight:	
Total:	\$62,800.00

The above equipment is subject to prior sale. All applicable taxes will be applied.

Warranty: 1 Years or 1000Hr parts and labor

This Quotation will be honored for a period of thirty (30) days unless otherwise specified.

EST. Lead Time		Representative	Adam Cope
F.O.B.		Phone #:	
Terms:	Due on Receipt	Email:	acope@reynoldswarren.com

ROADWIDENER®

FH-R MATERIAL PLACEMENT ATTACHMENT



Expand Your Operation's Efficiency

Utility & Trench Backfilling // Curb Backfilling

Asphalt & Aggregate Placement // Road Widening

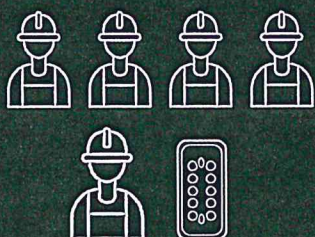
Road Shoulder Repair & Remediation // Road Construction

3

Benefits of the FH-R Material Placement Attachment



50% FASTER LAYDOWN



REDUCED LABOR COST



4- TO 2-STEP LAYDOWN PROCESS

1

Efficiency

- // Material placement goes from four steps to a two-step process.
- // Easily hauled on a standard trailer saving time and money.
- // Remote-control operation allows job completion by one crewmember from the safety of the host machine cab.

2

Versatility

- // Leverages existing equipment fleet to do more with available labor and familiar equipment.
- // Reduces work from four laborers to one operator and a remote control, freeing up labor for other tasks.
- // Virtually maintenance free with no engine or common wear parts.

3

Safety

- // Remote-controlled operation reduces the number of spotters for traffic control keeping crews out of harm's way and decreasing the risk of accidents.
- // Compact design allows precise placement with minimal traffic disruption – only one lane must be shut down, decreasing impact to traffic and enhancing safety.



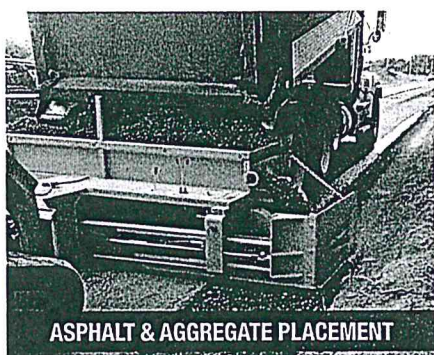
"The FH-R material placement attachment significantly improved our trench backfilling productivity for telephone and internet line installation. It seamlessly attaches to our loader and allows us to laydown 10 yards of material in as little as three to five minutes—a task that took us 15 minutes previously."



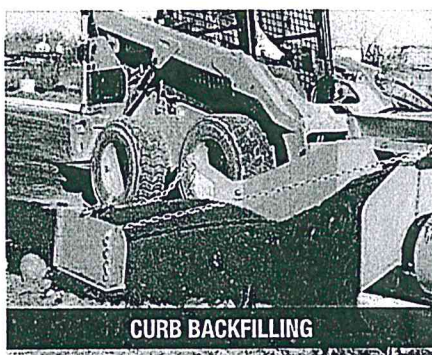
"We easily connect it to our host machine and the operator can use the remote to open and close gates, which boosts speed as well as ease of operation."



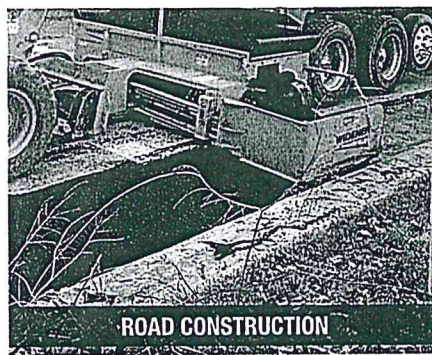
"The FH-R decreased the impact to traffic. The attachment is compact and only requires us to close one lane of traffic."



ASPHALT & AGGREGATE PLACEMENT

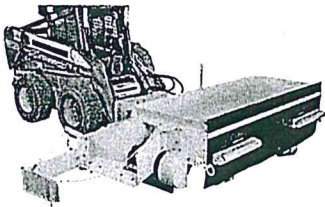


CURB BACKFILLING

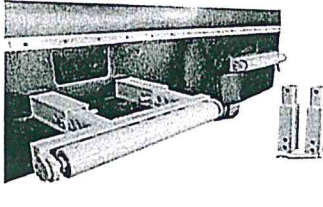


ROAD CONSTRUCTION

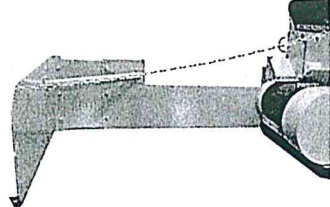
Accessories



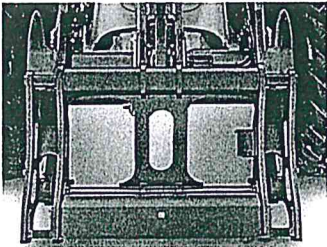
Curbing Attachment



Roller Extensions



Shoe Extensions



Adapter Plate
For machines without a universal SSL plate.

Host Machines



Compact Track Loaders



Loaders



Skid Steers



Road Graders

Material Types

// Cold Mix Asphalt
// Hot Mix Asphalt

// Crushed Stone
// Recycled Materials

// Gravel
// Topsoil

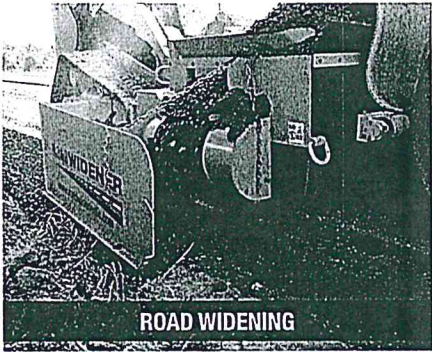
// Limestone

	Single Discharge Models	Dual Discharge Models
Lay Down Widths	1 ft to 4 ft (30 to 123 cm)	1 ft to 4 ft (30 to 123 cm)
Hydraulic Requirements*	Standard Flow 17.5 to 24.2 gpm (66.2 to 41.6 lpm)	Standard Flow 17.5 to 24.2 gpm (66.2 to 41.6 lpm)
Empty Weight	2,900 lb (1,315 kg)	3,400 lb (1,542 kg)
Overall Width Shoe Extended*	161 in (409 cm)	210 in (533 cm)
Overall Width Shoe Retracted	125 in (317 cm)	138 in (350 cm)
Overall Height	51 in (130 cm)	49 in (124 cm)
Overall Length	98 in (249 cm)	98 in (249 cm)
Height to Clear Push Roller	21 in (53 cm)	21 in (53 cm)
Conveyor Belt Length	96 in (244 cm)	96 in (244 cm)

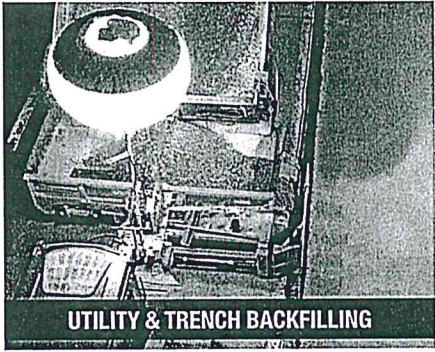
* Compatible with high and standard flow machines. High flow units must be run in standard flow mode. Refer to operator's manual for further information.



ROAD SHOULDER REPAIR & REMEDIATION



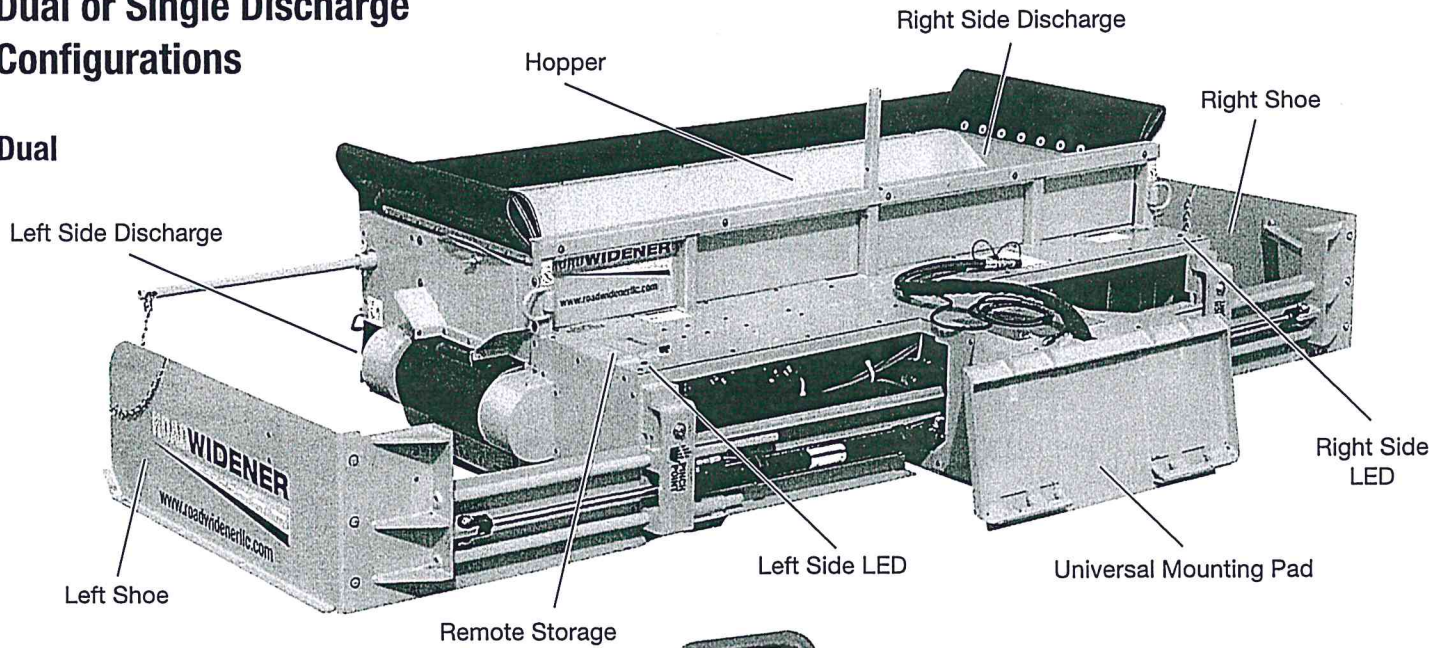
ROAD WIDENING



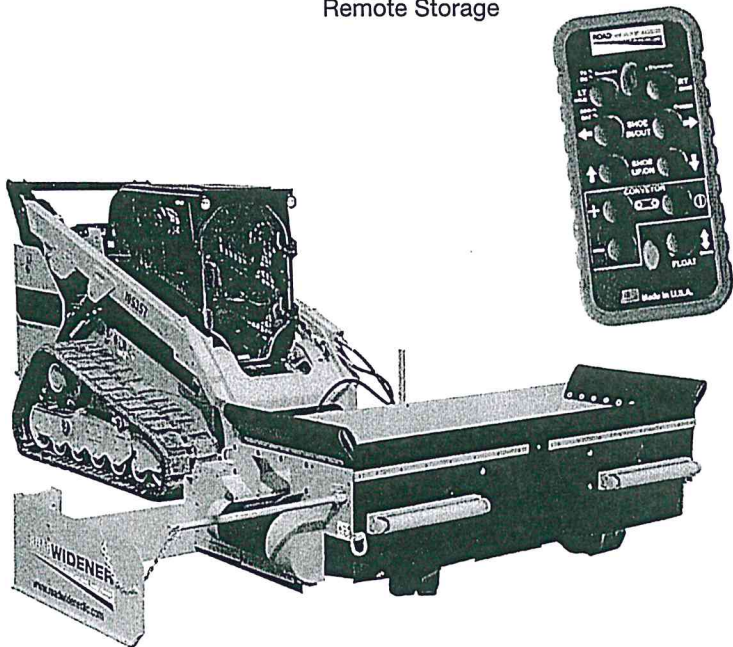
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Dual or Single Discharge Configurations

Dual



Single



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VENDOR 55673 LEE SMITH INC

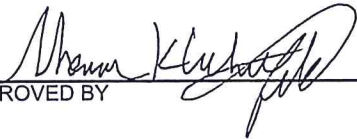
CONTACT

LEE SMITH INC
2600 8TH AVE
CHATTANOOGA, TN 37407

DELIVER BY
SHIP VIA
FREIGHT TERMS
ORIGINATOR
RESOLUTION #
PAYMENT TERMS

Whitfield, Shannon

QUANTITY	U/M	DESCRIPTION	UNIT COST	TOTAL COST
3.0000	EA	Capital - Vehicles	\$106,277.0000	\$318,831.00
			TOTAL DUE	\$318,831.00



APPROVED BY

SPECIAL INSTRUCTIONS



2024 F-750 Diesel Regular Cab Base (F7D)

Price Level: 425 | Stock No: RDF04616 | Quote ID: RDF04616

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
F7D	Base Vehicle Price (F7D)	\$79,655.00
Engines		
99E	6.7L Power Stroke V8 Turbo Diesel - 300 HP @ 2500 RPM Includes Engine Exhaust Brake and manual regen capability. Torque: 725 ft.lbs. @ 1500 rpm. <i>Governed RPM: 3300. Includes CARB clean idle label - may be removed if un-necessary.</i>	\$1,995.00
425	50-State Emissions	N/C
41H	Engine Block Heater, Phillips, 120 Volt/750 Watt <i>Includes removable grille cover.</i>	\$155.00
Transmissions		
44D	Ford TorqShift HD 10-Speed Automatic - with PTO Provision <i>Includes tow/haul.</i>	STD
Front Wheels & Tires		
643	Wheels, Front 22.5x8.25 White Powder Coated Steel, 10-Hole <i>(285.75MM BC) hub piloted, flanged nut, metric mount, 8.25 DC rims; with steel hubs.</i>	STD
T2B	Tires, Front Two 11R22.5G Goodyear Fuel Max RSA (497 rev/mile)	STD
Rear Wheels & Tires		
663	Wheels, Rear 22.5x8.25 White Powder Coated Steel, 10-Hole <i>(285.75MM BC) hub piloted, flanged nut, metric mount, 8.25 DC rims; with steel hubs.</i>	STD
R2B	Tires, Rear Four 11R22.5G Goodyear Fuel Max RSA (497 rev/mile)	STD
Brakes		

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



2024 F-750 Diesel Regular Cab Base (F7D)

Price Level: 425 | Stock No: RDF04616 | Quote ID: RDF04616

As Configured Vehicle (cont'd)

Code	Description	MSRP
67A	Air Brakes (4 WHEEL DRUM) - Straight Truck w/Traction Control <i>Meritor Q-Plus with ABS, Bendix Anti-Lock Brake System, 4-channel. Includes 15" x 4" front brakes, dual direct reading air pressure gauges, brake lines color coded nylon, Bendix 13.2 CFM capacity air compressor, instrument panel mounted yellow knob parking brake control valve, automatic slack adjusters front and rear, two rear spring parking air brake chambers mounted on front of rear axle, three drain valves and two air tanks (Reference Body Builders Book for location). Rear brake size and components dependent upon axle selection. Uses existing ABS system to minimize wheel slipping during acceleration. Usage determined by the air brake package selected. (Not recommended with Hi-Rail Train Systems). Deletes hand operated park brake lever.</i> <i>Includes:</i> <i>- Air Dryer, Bendix AD/IS w/Heater</i> <i>Mounted left frame rail (for Hydraulic brake diesel applications that include air suspension or stand alone engine air compressor).</i>	\$2,530.00
18A	Electronic Stability Control DELETE <i>Deletes the standard ESC feature.</i>	-\$290.00
62D	Air Dryer, Bendix AD/IS w/Heater <i>Mounted left frame rail (for Hydraulic brake diesel applications that include air suspension or stand alone engine air compressor).</i>	Included
158	Trailer Air Brake Package <i>Includes air lines to rear of frame, hand control valve and tractor protection valve.</i>	\$365.00
159	Trailer Connection Socket - 7-Way, Wired for Turn Signals Combined with Stop <i>Mounted at rear of frame, for combined trailer stop, tail, turn (compatible with trailers that use combined stop, tail, turn lights).</i>	\$100.00

Front Axle and Suspension

43N	10,000 lb. Cap. Non-Driving - Dana E-1002I - I-Beam Type	STD
61C	Taper-Leaf Springs, Parabolic - 10,000 lb. Cap <i>2-leaf, 62" x 3.15". Also includes, standard duty, dual, double acting shock absorbers.</i>	STD
15S	Front Stabilizer Bar	\$490.00
60A	Lube, Front Axle, EmGard 50W, Synthetic Oil	\$50.00

Rear Axle and Suspension

479	23,000 lb. Single Reduction - Open - Dana / Spicer S23-172 <i>NOTE: When specifying an axle ratio, check performance guidelines for startability and gradeability.</i>	\$2,320.00
-----	--	------------

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Shannon Whitfield

Commissioner, Walker County Govt

Prepared by: Andy Ashford

12/19/2023



Lee-Smith, Inc. | 2600 Eighth Avenue Chattanooga Tennessee | 374071156

2024 F-750 Diesel Regular Cab Base (F7D)

Price Level: 425 | Stock No: RDF04616 | Quote ID: RDF04616

As Configured Vehicle (cont'd)

Code	Description	MSRP
68R	Multi-Leaf Springs - 23,000 lb. Cap <i>11-leaf. Includes 2,000 lb auxiliary springs for load stabilization.</i>	\$230.00
607	Lube, Rear Axle, EmGard 75W-90, Synthetic Oil	\$100.00
X5D	5.57 Axle Ratio	N/C
Wheelbase		
158WB	158" Wheelbase/84" CA/49" AF/246" OAL	STD
Frame		
536	Single Channel - Straight 'C' 14.18 SM, 120,000 PSI <i>1,701,600 RBM. Heat treated alloy steel; 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm).</i>	\$365.00
765	Bumper, Front - Full Width, Chrome Plated Steel - (Included in (90E) Exterior Appearance Group)	\$490.00
86C	Chrome Grille Surround - (Included in (90E) Exterior Appearance Group)	\$245.00
Exhaust		
91G	Under Cab, Right Side Outlet, Switchback-Style <i>Single, horizontal muffler, right side, under cab, outside of frame rail with rear discharge.</i>	STD
Fuel Tanks		
65B	Fuel Tank - LH 50 Gallon Rectangular - Aluminum	STD
Electrical / Alternator / Battery		
STDALT	Extra Heavy Duty Alternator - 12-Volt, 200 Amp Denso SC5	Included
55M	Jump Start Stud - Remote Mounted	\$90.00
STDBAT	Battery - Two 750 CCA, 1500 Total, Includes Steel Battery Box	STD

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2024 F-750 Diesel Regular Cab Base (F7D)

Price Level: 425 | Stock No: RDF04616 | Quote ID: RDF04616

As Configured Vehicle (cont'd)

Code	Description	MSRP
	12Volt, Motorcraft.	
59C	Body Builder Wiring - At End of Frame, Combined - (ILO Standard - Back of Cab Combined) <i>Includes sealed connectors for 2 ground circuits, with combined left/stop, combined right/stop, stop lamps, back up lamps. Also includes 2 additional pass through wires to cab.</i>	\$135.00
86M	Upfitter Interface Module	\$320.00
Seats		
88N	30/0/30 Air Ride Driver (External Air Source) & Fixed Passenger w/Consolelette - Vinyl	\$395.00
Cab Interior		
600A	Preferred Equipment Package 600A <i>Includes:</i> <i>- Wheel Seals, Front - Oil lubricated, SKF ScotSeal PlusXL Seals</i> <i>- Wheel Seals, Rear - Oil lubricated, SKF ScotSeal PlusXL Seals</i> <i>- Manual Regen Initiation - Driver Interface in Message Center</i> <i>- Engine Exhaust Brake</i> <i>- Extra Heavy Duty Alternator - 12-Volt, 200 Amp Denso SC5</i> <i>- Lights - Roof Marker/Clearance - Amber Lenses, 5 Lights</i> <i>- Tow Hooks, Front (2) - Frame-Mounted, Painted Black</i> <i>- Four Body Builder Switches - Mounted in Center Instrument Panel</i> <i>With connector access located in engine compartment. Amperages vary by switch: 10, 15, 25, 25.</i> <i>- Floor Covering - Black Vinyl</i> <i>- Intelligent Oil Life Monitor</i> <i>- Steering Column - Tilt / Telescoping</i> <i>- Steering Wheel - Black PVC w/Integral Cruise Control Switches, includes Audio Controls</i>	N/C
17W	Wi-Fi 4G LTE Hotspot Delete	-\$20.00
90P	Power Equipment Group - (Included in (90A) Appearance Group) <i>Includes power front side windows, power door locks and door trim panel.</i>	\$470.00
55P	110 A/C Outlet - in Lower Center Finish Panel	\$100.00
214	4 Speaker Option for 588 Radio	\$30.00
588	Radio: AM/FM Stereo w/2 Speakers, USB input, Clock Display and Bluetooth	STD

Cab Exterior

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Prepared for: Shannon Whitfield

Commissioner, Walker County Govt

Prepared by: Andy Ashford

12/19/2023



Lee-Smith, Inc. | 2600 Eighth Avenue Chattanooga Tennessee | 374071156

2024 F-750 Diesel Regular Cab Base (F7D)

Price Level: 425 | Stock No: RDF04616 | Quote ID: RDF04616

As Configured Vehicle (cont'd)

Code	Description	MSRP
54K	Mirrors, Dual - Heated & Motorized Rectangular, XL2020 - 102" Width w/Chrome Cap <i>Integral spot mirror, sail type.</i>	\$335.00

Ship-Thru

21A	Pre-Delivery Inspection Selection requires that you also choose either (314) or (31F) or (31V) to have the Inspection performed. Required with any final Ship-To that is not a dealer.	N/C
314	Ship-Thru - Manning MAY be selected w/o adding (21A). For MODIFICATIONS ONLY, Dealer must make arrangements directly with Manning (please use CVT Resources for add. Info).	\$0.00

Miscellaneous

PAINT	Paint Type - Environmentally Friendly, "3 - Wet System"	STD
-------	--	-----

Exterior Color

YZ_01	Oxford White	N/C
-------	--------------	-----

Interior Color

E_01	Gray	N/C
------	------	-----

SUBTOTAL	\$90,655.00
Fuel Charge (12)	\$0.00
Destination Charge	\$2,495.00
TOTAL	\$93,150.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Shannon Whitfield

Commissioner, Walker County Govt

Prepared by: Andy Ashford

12/19/2023



Lee-Smith, Inc. | 2600 Eighth Avenue Chattanooga Tennessee | 374071156

2024 F-750 Diesel Regular Cab Base (F7D)

Price Level: 425 | Stock No: RDF04616 | Quote ID: RDF04616

Pricing Summary - Single Vehicle

		MSRP
Vehicle Pricing		
Base Vehicle Price		\$79,655.00
Options		\$11,000.00
Colors		\$0.00
Upfitting		\$0.00
Fleet Discount		\$0.00
Fuel Charge (12)		\$0.00
Destination Charge		\$2,495.00
Subtotal		\$93,150.00
Pre-Tax Adjustments		
Code	Description	MSRP
OX DUMP BODY 1	Maverick Dump Body 10 ft, tarp, brake controller,hitch,	\$21,169.00
10 Foot Dump Body with Electric Tarp Electric brake controller, 25 ton pintle hitch, glad hands for air lines to rear, 7 way electric plug		
SAFETY EQUIP	Triangle kit and Fire extinguisher	\$295.00
DOT Inspection	DOT inspection	\$488.00
TN FEE 10	ENVIRONMENTAL TIRE FEE	\$10.00
4 TO 11 WHEELS		
FUEL SURCHARGE	FUEL SURCHARGE	\$95.00
surcharge	steel surcharge on steel from body company	\$1,200.00
Driveaway Co	Driveaway company delivery of unit from body company	\$570.00
15292F	Govt Fleet Concession Management	-\$3,800.00
LSI discount	Lee-Smith Preferred Customer Discount	-\$6,900.00
Total		\$106,277.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Shannon Whitfield

Commissioner, Walker County Govt

Prepared by: Andy Ashford

12/19/2023

Lee-Smith, Inc. | 2600 Eighth Avenue Chattanooga Tennessee | 374071156



2024 F-750 Diesel Regular Cab Base (F7D)

Price Level: 425 | Stock No: RDF04616 | Quote ID: RDF04616

Pricing Summary - Single Vehicle


Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Shannon Whitfield

Commissioner, Walker County Govt

Prepared by: Andy Ashford

12/25/2023



Lee-Smith, Inc. | 2600 Eighth Avenue Chattanooga Tennessee | 374071156

2024 F-750 Diesel Regular Cab Base (F7D)

Price Level: 425 | Stock No: RDF04616 | Quote ID: RDF04616

Warranty

Standard Warranty

<i>Basic Warranty</i>	
Basic warranty	24 months/unlimited
<i>Powertrain Warranty</i>	
Powertrain warranty	24 months/unlimited
<i>Corrosion Perforation</i>	
Corrosion perforation warranty	36 months/unlimited
<i>Roadside Assistance Warranty</i>	
Roadside warranty	24 months/unlimited
<i>Diesel Engine Warranty</i>	
Diesel engine warranty	60 months/250,000 miles
<i>Transmission Warranty</i>	
Transmission warranty	60 months/250,000 miles
<i>Frame Rail Warranty</i>	
Frame Rail Warranty	60 months/unlimited

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

VENDOR 1944 GEOSTABILIZATION INTERNATIONAL LLC

CONTACT

GEOSTABILIZATION INTERNATIONAL LLC
4475 E 74TH AVE
SUITE 100
COMMERCE CITY, CO 80022

DELIVER BY
SHIP VIA
FREIGHT TERMS
ORIGINATOR
RESOLUTION #
PAYMENT TERMS

Whitfield, Shannon

QUANTITY	U/M	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	EA	Repairs	\$136,180.0000	\$136,180.00
TOTAL DUE				\$136,180.00


APPROVED BY

SPECIAL INSTRUCTIONS



Steve Poole, PE
Senior Engineer
steve@gsi.us | 470-733-2059

December 19, 2023

Mr. Carlen Bowers
Walker County Public Works Director
91 Industrial Drive
Chickamauga, GA 30707

Email: c.bowers@walkerqa.us
Phone: (423) 421-6329

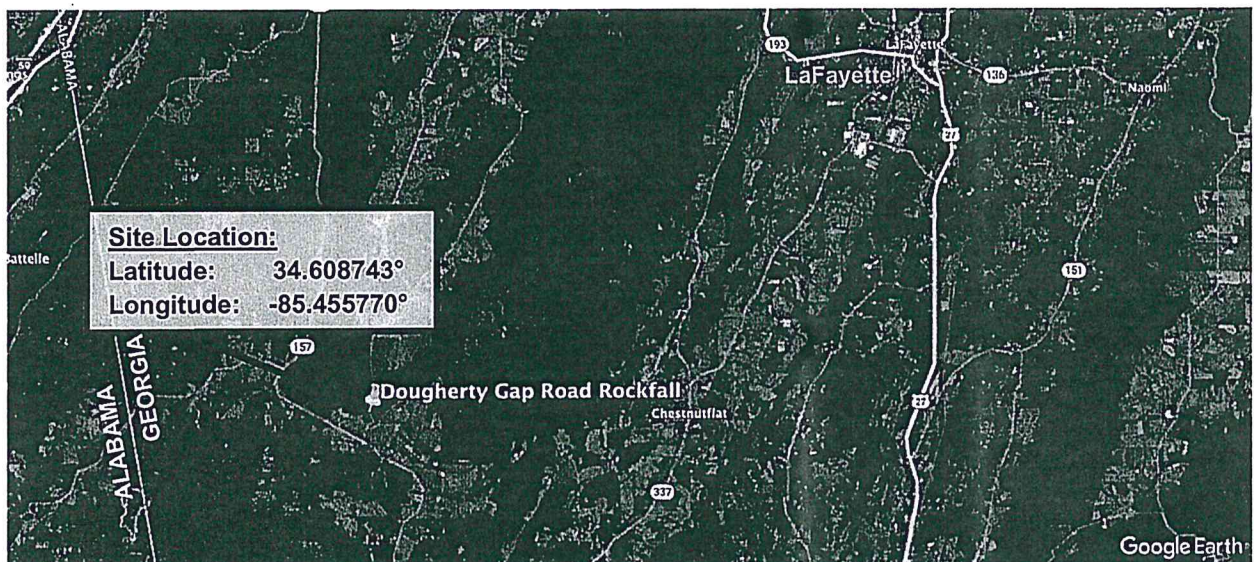
**Subject: GSI Proposal for Emergency Rockfall Mitigation on Dougherty Gap Road
Walker County, GA**

Dear Mr. Carlen Bowers:

GeoStabilization International (GSI) is pleased to offer Walker County this proposal to provide a rockfall mitigation repair for the above road area of Dougherty Gap Road shown in the location map below. This proposal is exclusively for Walker County (Client) and should not be shared with third parties without the written permission of GeoStabilization.

GSI offers specialty design/build and design/build/warranty geohazard mitigation contracting throughout North America. With up to 50 crews working at a time, we have completed over 5,000 projects since 2001. Our expertise, proprietary tools & technologies, worldwide reach, and design/build/warranty contracting processes allow us to stabilize slopes/walls and repair virtually any geotechnical problem in any geologic setting. After construction, an optional warranty covers not just materials and installation, but the stability of the stabilized section.

Location Map: Dougherty Gap Road Rockfall Mitigation, Walker County, GA



Project Overview & Approach

GSI visited this Dougherty Gap Road rockfall site on December 5, 2023. We understand the fallen rock mass reflected in Photo 1 occurred on or around November 23rd, 2023. Because of the noted discontinuities within the upper rock mass, it was discussed that it might be prudent to install concrete barrier and sign this portion of the road for one-way traffic. This would allow both a barrier and catchment area to minimize future traffic issues with additional falling rocks until an assessment and repair can be made.

After this initial site visit and review of photos and videos taken of the upper rock mass, work is needed in this area to both “release” cracked boulders that will fall again (similar to Photo 1) and bolt the existing boulders in strategic areas to secure the rock mass from future incidents.



Photo 3: Fallen Rock in the Road While Showing Additional Discontinuities in the Upper Rock Mass



GSI's SCOPE OF WORK

This proposal provides design and construction to include trimming, scaling, AUTOSTEM rock breaking, and pressure-grouted rock bolting within an approximate 110' long x 25' maximum height area.

GSI will provide PE-stamped plans for this entire system ,and we will provide equipment, labor, and materials for the work described above. This proposal assumes a collaboration with Walker County to provide labor and equipment for additional ancillary support, including erosion control as needed, construction water or a water source, traffic control, and loading and haul-off of rock and timber/vegetation debris cleared from the site.

GSI's scope of work includes labor, tools, equipment, and materials to design and install the rockfall mitigation system based on the following conditions:

- a. The project pricing includes grout volumes equivalent to the "neat line" theoretical volume of the drilled hole plus 30% due to seepage into minor pockets, fissures, and voids in the subgrade. Grout quantities greater than the theoretical volume of the drilled hole plus 30% will be charged at \$33 per CF of grout.
- b. The initial mobilization includes labor, equipment and material capable of installing the stabilization system. If GSI is required to leave the site as a sole result of improper actions or inactions by Walker County or its employees and return outside of what was previously stated and planned, the cost is \$18,000 for each additional demobilization-remobilization. Work shall be available to GSI prior to GSI mobilizing to the site.
- c. If the stabilization height exceeds the max height of up shown in the submittal drawings then the cost per SF may increase.
- d. GSI has included rates for soil nail proof and verification testing. If such testing is required by the County, they will be charged at the unit rates shown.

PRICING

GSI proposes to perform the described work based on the prices listed below. The prices below are based and expressly conditioned on continuous unobstructed work beginning the day GSI mobilizes to the site. Should the work not proceed as continuous unobstructed work, the price to perform the work may likely increase.

Itemized Cost Table – Dougherty Gap Road Rockfall Mitigation

Item	Description	Qty	Unit	Unit Price	Total
1	Design and Mobilization	1	LS	23,200	\$23,200
2	Trimming and Scaling Rock Face	3	DAYS	14,300	\$42,900
3	Limited Access Drilling and Installation of Grouted Rock Bolts	320	SF	219	\$70,080
4	Proof Test (if required)	---	EA	1,500	---
5	Verification Test (if required)	---	EA	3,500	---
				TOTAL	\$136,180



WORK HOURS / SCHEDULE

The project's duration is estimated to be **9 days**. All work is based on a work schedule of Monday through Saturday, 10 hours per day as weather and daylight permits. For the Unit Rate pay items in the cost table, GSI shall be compensated only for work actually completed which could be less or more than the "Estimated Total" shown in the cost table.

GSI can mobilize to the site **3-4 weeks (sooner if needed)** from GSI receiving an executed contract, approved submittals, and a written notice to proceed. Depending on material lead times GSI may require additional time.

If you have any questions please feel free to contact me at 470-733-2059 or via e-mail at steve@gsi.us.

Sincerely,

GeoStabilization International

Steve Poole, P.E.
Senior Engineer
steve@gsi.us | 470-733-2059

Accepted by:
(Signature)

Accepted by: Shawn K. Whitfield Chairman/CEO
(Printed name/title)

Date: 12-28-2023



Attachment A – Exclusions and Terms & Conditions to GSI Proposal

The Parties agree that GSI's Proposal and this Attachment A are a "Contract Document" and are specifically incorporated into the Contract Documents for the Project. In the event of a conflict or ambiguity between the Proposal, this Attachment A, and any other Contract Document, the terms of the Proposal and this Attachment A shall control and govern.

EXCLUSIONS

If excluded in the proposal, the following scope items have not been included in the pricing provided by GSI:

- a. Access – All weather working access shall be provided to GSI at all times and at no cost to GSI with at least a 12-ft wide, level, and unobstructed bench at the face of the wall for a 10-ft wide drill rig with a 20-ft horizontal mast, and access shall be provided to GSI at all times for concrete trucks, material/equipment deliveries, and on-site area for material/equipment storage. Contractor and/or Owner shall obtain any and all right of way, licenses, or easements for GSI to perform its work.
- b. Drainage – Installation and maintenance of drainage measures to direct water away from the top and bottom of the system for the life of the system, which may be accomplished by grading, swales, sand bagging, etc.
- c. Dewatering - If groundwater is encountered the Contractor and/or Owner will provide dewatering.
- d. Erosion Control - Contractor and/or Owner is responsible for all erosion and storm water management permitting, installation, inspection, and removal. Any and all work related to storm water compliance and/or best management practices "BMPs" is excluded from GSI's scope of work.
- e. Excavation/Haul-Off- Excavation is not anticipated but Haul Off of Vegetation and Boulders and Rocks by Client will be needed. materials off site.
- f. Construction Water – A clean (potable) supply of water for construction available on-site or in close proximity to work. GSI can provide a water tank to be filled by others if necessary (~1,000 gallons per day).
- g. Permits – All permitting requirements to perform the work including, but not limited to, construction permits; hazardous material handling and disposal permits; storm water management permits and dewatering permits; and fugitive dust or other similar permitting requirements have been excluded from GSI's pricing.
- h. Surveying – Any and all surveying including but not limited to layout survey, as-built survey, and wall tolerances as required.
- i. Safety – Design, installation, and maintenance of any post-construction fall protection systems at all grade separations, including at the top of any earth retention system constructed by GSI, are excluded unless specifically included within the scope of the proposal.
- j. **Utility Locates - Contractor and/or Owner shall ensure that all utilities are properly located before GSI mobilizes to the site. Specific location (potholing), removal, and/or relocation of all underground and overhead utilities are not included in GSI's scope of work.**
- k. Hazardous Materials – GSI will immediately stop work per state and federal work and safety requirements if hazardous materials are encountered. GSI's downtime or additional mobilization fees due to hazardous materials will be negotiated separately.
- l. Bond Premiums – Surety Bonds are excluded from the pricing and scope.
- m. **Traffic Control – All required pedestrian and vehicle traffic control. GSI will require at least one lane of traffic to be closed during GSI's work.**
- n. Sanitary Facilities – On-site facilities within reasonable proximity for the use of GSI employees.
- o. Site Security – Site security during nights, weekends, and holidays.
- p. Clearing & Grubbing - All clearing of vegetation and excavation to the face of the area where the soil nail wall is to be constructed shall be provided by others.
- q. Prevailing wages are not included in GSI's price.
- r. Buy American/American Material Requirements are not included in GSI's price.
- s. Any and all work, including but not limited to design work, is excluded unless specifically included herein.

ADDITIONAL TERMS AND CONDITIONS

- a. GSI cannot accept any liability for disturbance to existing structures and their inhabitants on or near the site. Contractor and Owner shall indemnify GSI against any and all claims for such disturbance and also take precautions as necessary to avoid any such claims. This may include vibration monitoring, excavating trenches around the affected area, etc. It is possible that damage may occur as a result of heave, settlement, utility not correctly marked, or intrusion of grout and/or construction water and GSI cannot accept responsibility/liability for such damage. Contractor and Owner agrees to waive any and all liability and damages against GSI in any related to the underground conditions and/or existing facilities described in the preceding sentence.
- b. GSI proposes to perform the work described herein based on the prices listed in the proposal. The price is based and expressly conditioned on continuous unobstructed work beginning the day GSI mobilizes to the site. Should the work not proceed as continuous unobstructed work, the price to perform the work may likely increase.
- c. In the event the project is delayed, disrupted, terminated and/or the project schedule is extended for any reason not caused by the acts or omissions of GSI, GSI subcontractor(s), or those for whom GSI, etc. is legally liable, GSI reserves and waives no rights to receive compensation to recover all costs including, but not limited to, price escalations and other damages.
- d. The proposal pricing and scope is offered pursuant to the full and unmodified terms of this proposal. Should the Contractor



Attachment A – Exclusions and Terms & Conditions to GSI Proposal

and Owner not fully accept or modify this proposal, the pricing and/or the scope of work will likely be subject to modification by GSI.

- e. GSI will employ open shop labor. In the event that union labor must be used Contractor and/or Owner shall pay for any additional cost differential.
- f. Unexpected site conditions will be handled in good faith by both parties. Both parties agree that changes to the design are possible and both parties agree to communicate project changes, and work diligently to promptly review and approve changes to the design or means and methods in a joint effort to maintain the overall project schedule.
- g. Increased Costs. If, due to either (a) the introduction of or any change in or in the interpretation of any (i) law or regulation, or (ii) any tariff, tax, duty, toll, excise, levy or charge to be paid on a particular class of imports and/or exports, and/or (b) the compliance with any guideline or requirement from any governmental authority that is introduced or the interpretation of which is changed, in each such case after the date hereof, there is any increase in the cost to GSI of providing the materials, goods and/or services under this Agreement, then Contractor and/or Owner shall from time to time, upon demand by GSI, immediately pay to GSI additional amounts sufficient to compensate GSI for such increased cost. GSI shall submit to Contractor and/or Owner a certificate as to the amount of such increased cost and detailing the calculation of such cost, which shall be conclusive and binding for all purposes, absent manifest error.
- h. GSI's opinions and statements regarding this project shall remain confidential and shall not be shared with other parties without the express written consent of GSI. All concepts and procedures outlined in this proposal shall be considered the intellectual property of GSI. GSI retains all ownership rights it in its proprietary and/or patented information and no such rights are transferred in any way.
- i. Contractor and Owner agree that GSI shall not be responsible for liquidated damages, delay damages, or other time related damages.
- j. GSI and the contractor and/or owner shall establish payment terms to include escrowed funds, weekly progress payments, or procurement of trade credit insurance. All payments received for GSI's work shall be held in trust for the benefit of GSI. Amounts due and unpaid shall accrue interest at the rate of 1.5% per month. Should GSI engage an attorney to enforce any of GSI's rights, Contractor and/or Owner shall be liable to GSI and pay over to GSI upon demand all costs, attorney fees, and expert witness fees related to enforcing GSI's rights including, but not limited to, enforcing GSI's rights to payment.
- k. Retainage, if any, is to be released to GSI within 30 days after the completion of GSI's work.
- l. The partial or complete invalidity of any provision of this Proposal shall not affect the validity or continuing force and effect of any other provision. The failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants and conditions of this contract/Proposal, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance.
- m. Each party has had the opportunity to review and negotiate this Proposal and no party shall be construed to be the drafter of this Proposal for any purpose including, but not limited to, interpretation of this document.
- n. Any work done pursuant to change order or otherwise is subject to the terms and conditions contained herein.
- o. Should Contractor and/or Owner provide GSI with verbal direction to begin to mobilize, the terms and conditions of this Proposal shall be deemed accepted and apply in full and without limitation.
- p. GSI's defense and indemnity obligations, if any, are limited to claims for damages to property or personal injury caused by the negligent acts or omissions of GSI or for those whom GSI is legally responsible. Contractor and Owner agrees to defend and indemnify GSI for claims or damages alleged to have been caused by Contractor and/or Owner's acts or omissions.
- q. Standby time is not anticipated on this project, but if incurred, will be charged at a rate of \$950/hour per crew for delays beyond GSI's control. Examples of these delays are:
 - a. Direction to cease work to accommodate other site activities;
 - b. Failure to maintain GSI's safe access to work zones;
 - c. Request for GSI to mobilize before the site is ready for GSI's construction activities;
 - d. Requiring GSI to attend site specific training and/or meetings that were not previously communicated;
 - e. Third party review of proposed changes to design;
 - f. and other delays that the owner/contract is capable of managing to maintain GSI's access to complete their scope of work.Day rate is 10-hours and GSI crews will be allowed access to maintain GSI equipment during standby events.
- r. This offer expires 14 days from the date transmitted.
- s. GeoStabilization's landslide, slope stabilization, and other geohazard mitigation designs substantially conforms to the FHWA design guidance for 'Factor of Safety' calculations.

**THIS COMMUNICATION CONTAINS GEOSTABILIZATION CONFIDENTIAL/PROPRIETARY BUSINESS INFORMATION
NOT SUBJECT TO FREEDOM OF INFORMATION ACT (FOIA)**

WALKER COUNTY PLANNING COMMISSION

Application for Re-Zoning Amendment

PLEASE PRINT OR TYPE		FEE \$ <u>75.00</u>	Date <u>2-14-2023</u>
		Case No.	
Owner's Name <u>John Stanley</u>		Mailing Address <u>2422 Charleston Square</u> INCLUDE ROUTE AND BOX # IF ASSIGNED	
City/Zip <u>Chattanooga, TN 37421</u>		Phone <u>423-605-7532</u>	
Tax Parcel # <u>0137-027A</u>		Street Name and Number <u>Pine Valley Road</u>	
Current Zoning <u>R1</u>		Requested Zoning <u>R2</u>	
Reason for Change (Be Specific): <u>R2 would allow for limited agricultural use for hobby and educational experiences such as backyard chickens, 4 H cows, pigs, etc.</u>			
Lessee's IF APPLICABLE Name		Lessee's Address	
NAME AND ADDRESS OF ALL ADJACENT PROPERTY OWNERS WITH MAILING ADDRESSES			
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.		IF ADDITIONAL SPACE IS REQUIRED, ATTACH A SEPARATE SHEET	
LAND USE PLAN DESIGNATIONS			
CURRENT		FUTURE	
I SWEAR UNDER PENALTY OF LAW THAT THE WITHIN INFORMATION IS TRUE, CORRECT AND COMPLETE.			
Owner's Signature <u>[Signature]</u>		Date: <u>2/14/23</u>	
Date Received by the Planning Office: <u>2-14-2023</u>			
Planning Commission Decision/Date <u>3-16-2023</u> + <u>3-23-2023</u>			

FOR OFFICE USE

The Owner/Applicant must notify each adjoining property owner by providing them a copy of this application. Proof of notification must be provided to the Planning Office. Additionally, a sign, furnished by the Planning Commission will be posted on the subject front property line at least 15 days prior to the meeting date. Written notification must be mailed at least 15 days prior to the meeting date. This application must be fully complete prior to filing.

WALKER COUNTY
PLANNING & DEVELOPMENT
AGENDA ITEM

Owner: John Stanley
Petitioner: same
Location of Property: 0 Pine Valley Drive
Rossville, GA. 30741

Tax map & parcel number 0-137-027A

	Date Applied:	2/14/2023
	PC Meeting Date:	3/16/2023
	Present Zoning:	R-1 (Residential)
APPLICANT'S INTENT:	Would like to rezone the property from R-1 (Residential) to R-2 (Residential)	
DETAILS OF REQUEST:	The Stanley's would like to rezone the property from R-1 to R-2 so they can have limited agricultural use for hobby and educational experiences such as backyard chickens, cows and pigs for 4H.	

Sec. 22-148. Allowable and prohibited uses.

Allowable uses within each land use district are as follows:

Land Use	Land Use District									
	A-1	R-A	R-1	R-2	R-3	CBOD	C-1	CN	I	PUD
Residential	A	A	A	A	A	A	P	A	P	A
Institutional	A	A	P	A	A	A	A	A	A	A
Outdoor recreational	A	A	P	A	A	A	A	A	P	A
Professional service and office	P	A	P	A	A	A	A	A	P	A
Neighborhood commercial	A	P	P	P	P	A	A	A	P	A
General commercial	P	P	P	P	P	A	A	P	P	A
Public service	A	A	P	P	P	A	A	A	A	A
Utilities	A	A	A	A	A	A	A	A	A	A
Low intensity agriculture	A	A	P	A	A	A	P	P	P	P
General agriculture	A	A	P	P	P	A	P	P	P	P
Silvicultural	A	A	P	P	A	A	P	P	P	A
Industrial	P	P	P	P	P	P	P	P	A	P
Mining	A	P	P	P	P	P	P	P	A	P

Notes:

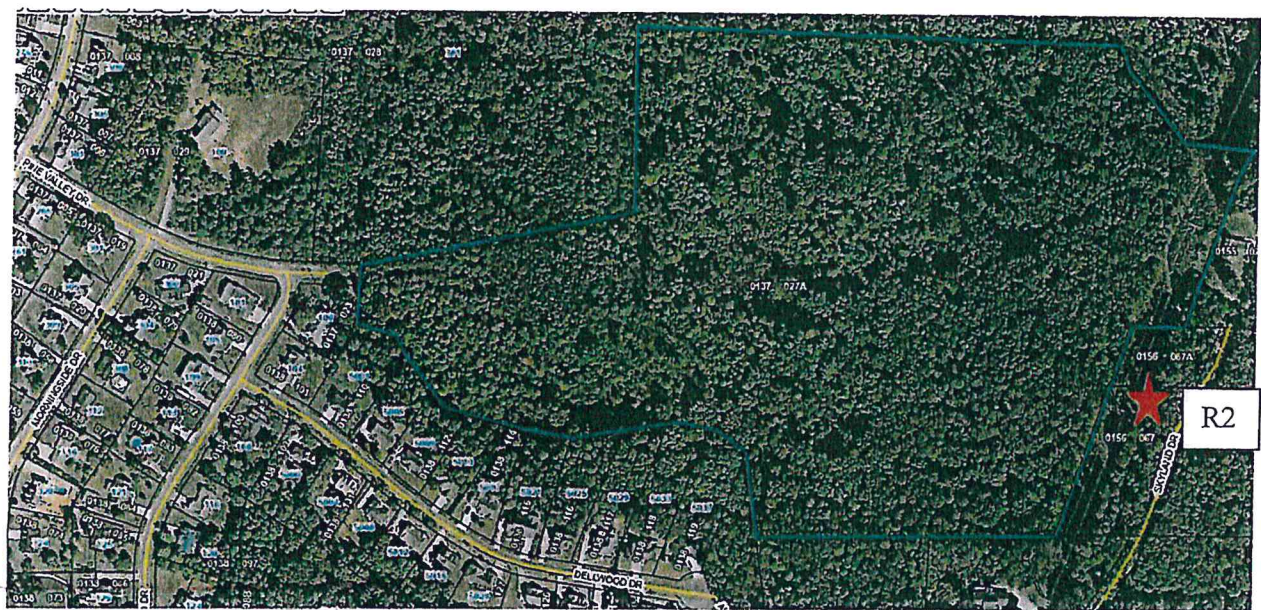
A—Allowed use, must meet all applicable development and compatibility standards.
P—Prohibited use

(Code 2005, § 34-235; Ord. of 7-20-1994, § 3.04; Ord. of 1-29-2009(2), § 34-235)

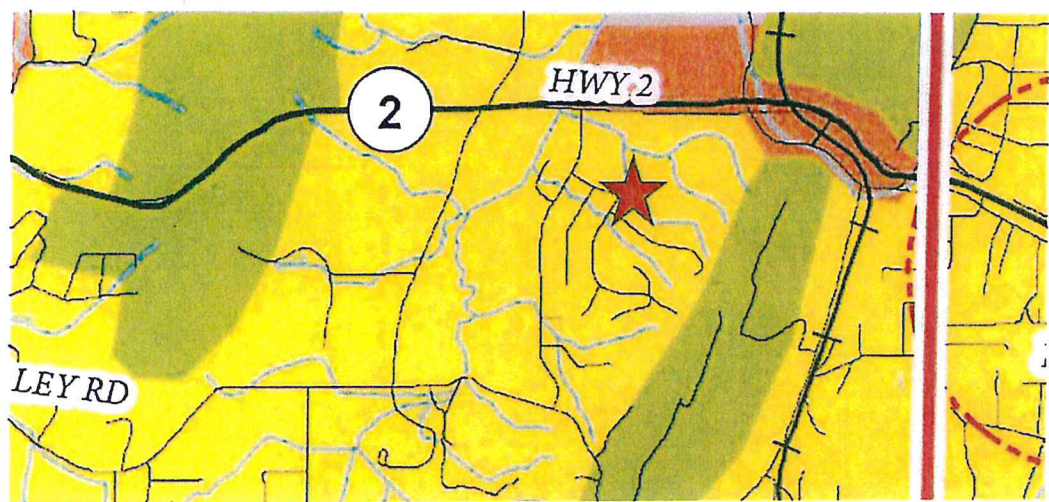
Sec. 22-147. - Specific uses allowed.

- (10) *Low intensity agricultural.* Low intensity agricultural uses include croplands, pastures, aquaculture, plant nurseries and buildings which are accessory to these agricultural uses. This category of uses does not include feedlots, poultry, hog and dairy operations, and processing or distribution plants for agricultural products and supplies. Low density residential use is allowed.

Projected Area:



Future Land Use Map:



Applicant: John Stanley

Map & Parcel: 0137-027A Rezone from: R1 to: R2

PLANNING COMMISSION RECOMMENDATION:

3-16-2023

APPROVED AS SUBMITTED

APPROVED WITH CONDITIONS

TABLED

DENIAL

COMMISSIONERS FINAL DECISION:

APPROVED AS SUBMITTED

SEE SUB-1

APPROVED WITH CONDITIONS

Shannon Kluttsch 3/23/23 TABLED until Mr. Stanley comes back
12/14/23 With more information

DENIAL

The following disclosure is required of the applicant(s) by Section 36-67A-3 of O.C.G.A. The following is for disclosure purposes only and does not disqualify the petition.

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

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

Signature of Petitioner/Owner:

John Stanley 2/14/23
OWNER DATE

PETITIONER

DATE



Walker County Planning Office

Rezone, Conditional Use Variance & Variance Application

☐ Rezone☒ Conditional Use Variance☐ Variance

Current Zoning:	Requested Change:	
R1		
Map & Parcel	Date:	Fee:
0137-027A	12-28-23	

Applicant/Owner & Phone: John Stanley

Street Name & Number: _____

Mailing Address: _____

City, State, Zip Code: _____

Request: _____

PLANNING COMMISSION RECOMMENDATION:

- _____ ☐ APPROVED AS SUBMITTED
- _____ ☐ APPROVED WITH CONDITIONS*
- _____ ☐ TABLED
- _____ ☐ DENIAL

BOARD OF COMMISSIONERS FINAL DECISION:

- _____ ☐ APPROVED AS SUBMITTED
- Shannon K. [Signature] ☒ APPROVED WITH CONDITIONS*
- _____ ☐ TABLED
- _____ ☐ DENIAL

*CONDITIONS: Zoning shall remain R-1. Conditional use variance to allow low intensity agricultural - for use of hobbies & educational, such as backyard chickens, cows and pigs for 4H.

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

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

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

Signature of Applicant/Owner:

APPLICANT/OWNERDATE



Jon Pursley <j.pursley@walkerga.us>

150 Pine Valley Drive, Stanley

1 message

Dan Stanley <jdanstanley@gmail.com>
To: j.pursley@walkerga.us

Thu, Dec 21, 2023 at 8:54 PM

John,

Thank you so much for your help on this. We would be very happy if the commission would drop our rezoning request and amend the variance request to allow for limited agriculture on our property at the above address. It would be somewhat difficult for us to be there because of the business of this time of year. If the commissioners need one of us to be there we will make it happen but if they are willing to act under your advice of our wishes that would be great. Please let me know.

Thanks so much,

John D (Dan) Stanley



WALKER COUNTY PLANNING COMMISSION

Application for Re-Zoning Amendment

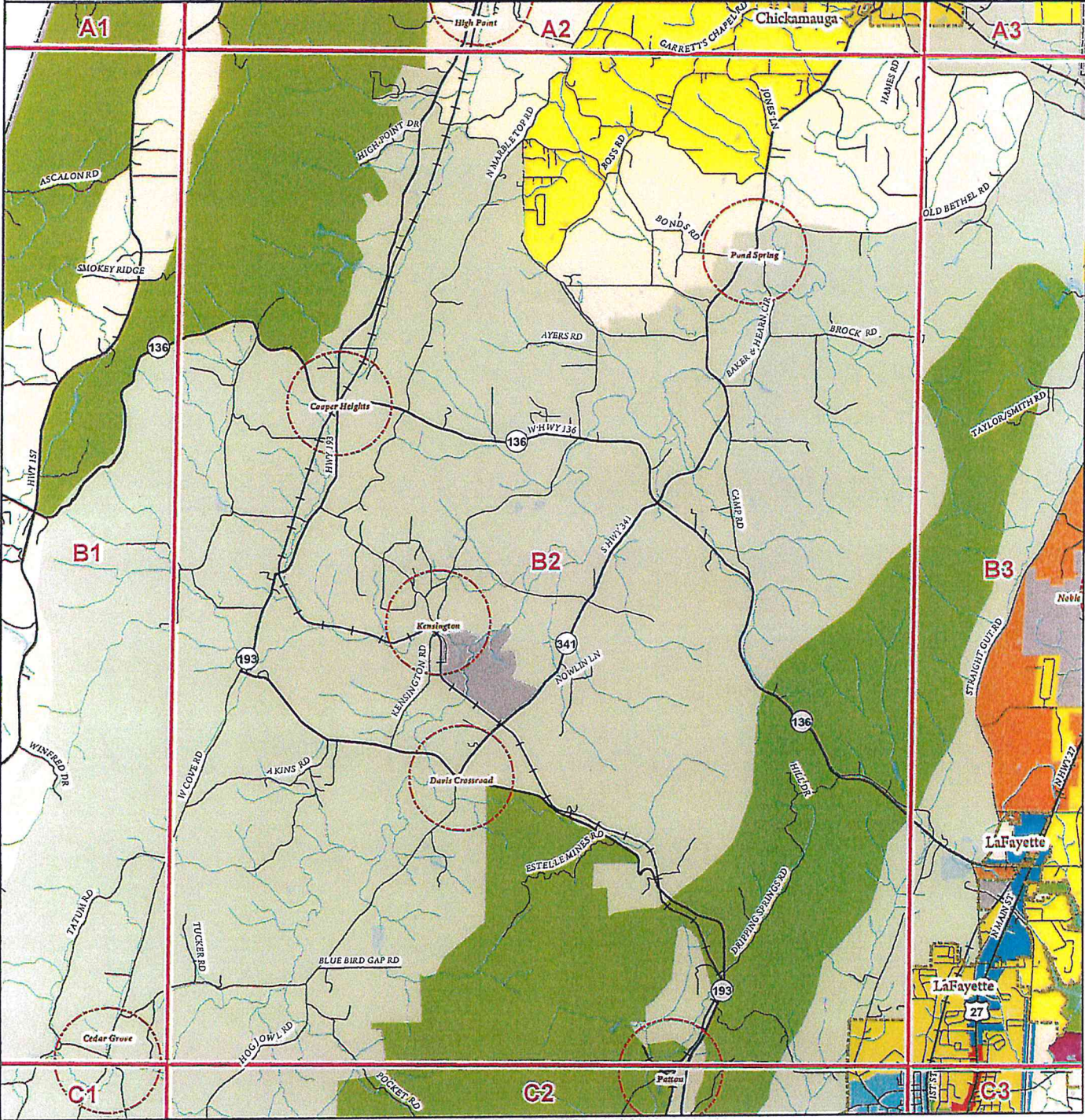
PLEASE PRINT OR TYPE		FEE \$ <u>300.00</u>	Date <u>8-30-2023</u>
Owner's Name <u>SAI KRISNA INC</u>		Mailing Address <u>9180 W. HWY 136</u> INCLUDE ROUTE AND BOX # IF ASSIGNED	
City/Zip <u>CHICKAMAUGA GA 30707</u>		Phone <u>865-300-2018</u>	
Tax Parcel # <u>0-256-029</u>		Street Name and Number <u>9180 W. HWY 136</u>	
Current Zoning <u>CN</u>		Requested Zoning <u>C-1</u>	
Reason for Change (Be Specific): <u>MALT BEV. / SPIRITS / WINE LOCATION</u>			
Lessee's Name IF APPLICABLE		Lessee's Address	
NAME AND ADDRESS OF ALL ADJACENT PROPERTY OWNERS WITH MAILING ADDRESSES			
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8. IF ADDITIONAL SPACE IS REQUIRED, ATTACH A SEPARATE SHEET			
LAND USE PLAN DESIGNATIONS			
CURRENT		FUTURE	
I SWEAR UNDER PENALTY OF LAW THAT THE WITHIN INFORMATION IS TRUE, CORRECT AND COMPLETE.			
Owner's Signature <u>[Signature]</u>		Date: <u>8/29/23</u>	
Date Received by the Planning Office: <u>8-30-2023</u>			
Planning Commission Decision/Date <u>Oct. 19. 2023</u>			

FOR OFFICE USE

The Owner/Applicant must notify each adjoining property owner by providing them a copy of this application. Proof of notification must be provided to the Planning Office. Additionally, a sign, furnished by the Planning Commission will be posted on the subject front property line at least 15 days prior to the meeting date. Written notification must be mailed at least 15 days prior to the meeting date. This application must be fully complete prior to filing.

Future Development Map - Walker County, Georgia

1 inch = 1 miles



- Roads
- Railroads
- Lakes & Ponds
- Crossroad Community
- Highways
- Rivers & Streams
- City Limits

Character Areas

- Activity Center
- Downtown Mixed Use
- Historic Mill Redevelopment Area
- Residential Redevelopment Area

Applicant: SAI KRISNA INC.

Map & Parcel: 0-256-029 Rezone from: CN to: C-1

PLANNING COMMISSION RECOMMENDATION:

APPROVED AS SUBMITTED

APPROVED WITH CONDITIONS

TABLED

10-19-2023

DENIAL

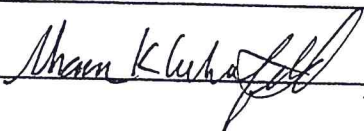
A motion to deny due to
no other C-1 zone around.

COMMISSIONERS FINAL DECISION:

APPROVED AS SUBMITTED

SEE SUB-2

APPROVED WITH CONDITIONS



TABLED

11-9-2023
12-14-2023

DENIAL

The following disclosure is required of the applicant(s) by Section 36-67A-3 of O.C.G.A. The following is for disclosure purposes only and does not disqualify the petition.

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

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

Signature of Petitioner/Owner:

 8/29/23
OWNER DATE

PETITIONER

DATE



Walker County Planning Office

Rezone, Conditional Use Variance & Variance Application

☐ Rezone☒ Conditional Use Variance☐ Variance

Current Zoning:	Requested Change:	
CN		
Map & Parcel	Date:	Fee:
0-256-029	12-28-23	

Applicant/Owner & Phone: SAI KRISNA INC.

Street Name & Number: _____

Mailing Address: _____

City, State, Zip Code: _____

Request: _____

PLANNING COMMISSION RECOMMENDATION:

- _____ ☐ APPROVED AS SUBMITTED
- _____ ☐ APPROVED WITH CONDITIONS*
- _____ ☐ TABLED
- _____ ☐ DENIAL

BOARD OF COMMISSIONERS FINAL DECISION:

- _____ ☐ APPROVED AS SUBMITTED
- Morgan K. Whisfield ☒ APPROVED WITH CONDITIONS*
- _____ ☐ TABLED
- _____ ☐ DENIAL

*CONDITIONS: Zoning shall remain CN. Conditional use variance to allow the sale of distilled spirits by the package in a commercial neighborhood per Section 4-201(e) of the Code of Walker County, Georgia.

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

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

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

Signature of Applicant/Owner:

APPLICANT/OWNERDATE