

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

REGULAR SCHEDULED MEETING - January 12, 2023 at 7:00 p.m.

- **Invocation & Pledges**
- **Chairman Whitfield will Call to Order the Regular Meeting**
- **Clerk establishes a Quorum is present**
- **Approve Agenda (*amended)**
- **Approve Minutes**
Approval of the Minutes for the Regular Scheduled Meeting Held on December 22, 2022 at 7:00 p.m.
- **Public Hearing**
Ordinance O-01-23 to Amend Certain Sections of Chapter 22 of the Code of Walker County, Georgia Regarding Land Development

Ordinance O-02-23 to Amend Certain Sections of Chapter 26 of the Code of Walker County, Georgia Regarding Roads and Rights of Way

Ordinance O-03-23 to Amend Certain Sections of Chapters 1 & 2 of the Code of Walker County, Georgia Regarding Service Expectations for Members of Boards, Committees and Commissions
- **Public Comment**
- **New Business**
Resolution R-001-23 to Elect a Vice Chair

Resolution R-002-23 to Establish a Meeting Calendar for 2023

*Georgia Indigent Defense Service Agreement (*item added at the meeting*)

Resolution R-003-23 to Set the Annual Compensation for the Walker County Coroner

Resolution R-004-23 to Establish Terms of Office for Members of the Walker County Board of Assessors

Resolution R-005-23 to Appoint a Member of the Walker County Board of Assessors

Agreement with Georgia Mountain Regional Commission for 2023 GMRC Orthoimagery and LiDAR Project

Accept Bid for Walker County Roofing Project 2023-01 (Local Government Services Building in Rock Spring)

Purchase Order 2023-00000463 in the amount of \$377,624.00 for 10 vehicles for the Walker County Sheriff's Office (funding from 2020 SPLOST)

December 2022 Department Statistics
- **Commissioner Comments**
- **Executive Session**
- **Adjourn**



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

Minutes of the Regular Meeting
January 12, 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 January 12, 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:

Chairman Whitfield made a recommendation to amend the agenda by adding the Georgia Indigent Defense Services Agreement as the third item under New Business. Commissioner Hart made a motion to amend the agenda. Commissioner Askew seconded the motion, 4 ayes and 0 nays.

IV. Approval of Minutes:

Commissioner Blakemore made a motion to approve the minutes of the Regular Scheduled Meeting held December 22, 2022 at 7:00 p.m., seconded by Commissioner Stultz, 4 ayes and 0 nays, motion was approved.

V. Public Hearing:

- I.** Chairman Whitfield read Ordinance O-01-23 to amend certain sections of Chapter 22 of the Code of Walker County, Georgia regarding land development. Jamey Hulseley asked about cluster homes and multi-family homes. He asked about public hearings on these before they are approved or denied. Chairman Whitfield said they would come before the Board if denied by the Planning Commission. He said this ordinance change is to bring clarity to the process of variance requests. Commissioner Askew asked if all decisions of the Planning Commission would come before the Board as a recommendation. He said the Board needs to be aware of any action taken by the Planning Commission. Chairman Whitfield said the Planning Commission can approve a variance and it only comes to the Board if there is an appeal. The Board and County Attorney David Gottlieb discussed the verbiage of the ordinance and it was recommended that all variance requests come before the Board. David Gottlieb said he would make revisions on the ordinance and get a draft out to the Board.
- II.** Chairman Whitfield read Ordinance O-02-23 to amend certain sections of Chapter 26 of the Code of Walker County, Georgia regarding roads and rights of way. Public Works Director Carlen Bowers discussed the changes in the ordinance. He said the only concern he has is it has come to his attention that the terms class A and B are no longer used. They are now referred to as class one, two, and three. He said all of these changes would help if the county ever takes over privately constructed roads. County Attorney David Gottlieb said he would get with Carlen to clarify the verbiage and make the necessary changes..
- III.** Chairman Whitfield read Ordinance O-03-23 to amend certain sections of chapters 1 and 2 of the Code of Walker County, Georgia regarding service expectations for members of boards, committees, and commissions. Commissioner Askew said after talking with the interim Planning Director, he would like to add that inhouse training is acceptable and it would help with the timetable for training requirements. Commissioner Stultz asked if ex parte communications included social media. County Attorney David Gottlieb said yes. He said he was concerned with the attendance being per year versus per term. He said it may be better to use a percentage per calendar year because of the different meeting schedules. Planning Director Jon Pursley said inhouse training would help because it will give the members knowledge of Walker County

standards versus state wide standards. Commissioner Stultz asked if there was a curriculum in place. Jon Pursley said they have a packet of information to review to get a better understanding.

VI. Public Comment:

- I. Jim Pope asked the Board if they encouraged citizens to shop local. All members of the Board agreed and shared some of the ways they shop locally.
- II. Laura Owsley asked if the Board had got the weighted cost per portfolio for the defined benefit pension plan. Chairman Whitfield said they were waiting on year end reports to be finalized.

VII. New Business:

- I. Chairman Whitfield read Resolution R-001-23 to elect a vice chair. Commissioner Blakemore said it has been an honor and a privilege to serve as the vice chair for 2022. Commissioner Blakemore made a motion to elect Robert Stultz as vice chair for 2023. Seconded by Commissioner Askew, 4 ayes and 0 nays, motion carried.
- II. Chairman Whitfield read Resolution R-002-23 to establish a meeting calendar for 2023. Commissioner Blakemore made a motion to meet at 7:00 p.m. on the second and fourth Thursday of the month at Annex III. Seconded by Commissioner Stultz, 4 ayes and 0 nays, motion carried.
- III. Chairman Whitfield asked Jad Johnson to speak about the Georgia Indigent Defense Service Agreement that was added to the agenda. Johnson said this is the same agreement that has been signed for many years. He said the only change is Catoosa County is now the fiscal agent for the Lookout Mountain Judicial Circuit. Chairman Whitfield said Catoosa County is now the largest county in the circuit. Commissioner Blakemore made a motion to approve, seconded by Commissioner Hart, 4 ayes and 0 nays, motion carried.
- IV. Chairman Whitfield read Resolution R-003-23 to set the annual compensation for the Walker County Coroner. Commissioner Stultz said he would like to raise the annual compensation by 7.48 percent which is approved in the budget. Commissioner Stultz made a motion to set the annual compensation at \$32,400.00 or \$2,700.00 per month. Seconded by Commissioner Hart, 4 ayes and 0 nays, motion carried.
- V. Chairman Whitfield read Resolution R-004-23 to establish terms of office for members of the Walker County Board of Assessors. He said members currently serve six year terms and this would change them to five year terms and stagger them to have one new appointment per year. Commissioner Hart made a motion to approve, seconded by Commissioner Askew, 4 ayes and 0 nays, motion carried.
- VI. Chairman Whitfield read Resolution R-005-23 to appoint a member of the Walker County Board of Assessors. Chairman Whitfield made a motion to appoint John Howard, seconded by Commissioner Stultz, 4 ayes and 0 nays, motion carried.
- VII. Chairman Whitfield gave an overview of the agreement with Georgia Mountain Regional Commission for 2023 GMRC Orthoimagery and LiDAR Project. He said this is a great price at \$68 per square mile. He said the current maps are around nine years old and going forward he hoped to see them updated every five years. Commissioner Hart made a motion to approve, seconded by Commissioner Stultz, 4 ayes and 0 nays, motion carried.
- VIII. Chairman Whitfield reviewed the bid for Walker County Roofing Project 2023-01 for the local government services building in Rock Spring. He said this is the second lowest bid and they had all required documents. He said they have a completion time of 14 days. Chairman Whitfield made a motion to approve, seconded by Commissioner Hart, 4 ayes and 0 nays, motion carried.
- IX. Chairman Whitfield asked Captain Anderson to speak on purchase order 2023-00000463. Captain Anderson said this is an annual vehicle purchase. He said the ten vehicles are being purchased from Jenkins in LaFayette and two are K-9 units. Chairman Whitfield said the funds are from the 2020 SPLOST. Commissioner Hart asked if they were roughly \$37,000 each. Captain Anderson said the three Durangos were higher but they averaged \$37,000. Commissioner Hart asked if ten vehicles would be surplus since they were getting ten new ones. Captain Anderson said they would try to salvage some of the older vehicles until they could no longer be used. Commissioner Stultz made a motion to approve, seconded by Commissioner Askew, 4 ayes and 0 nays, motion carried.
- X. Chairman Whitfield read the department statistics for December 2022.

VIII. Commissioner Comments:

Commissioner Blakemore thanked everyone for coming out and showing support in local government.

Commissioner Askew thanked all of the employees and citizens for coming out and participating in this meeting. He said he is looking forward to the new year with everyone.

Commissioner Hart said litter control had picked up about 12 tons of trash this month and thanked Hal Gray for his work. He thanked Public Works Director Carlen Bowers for the great job on the stripping at the Armuchee Valley Community Center.

Commissioner Stultz thanked all of the county employees for their hard work. He thanked the Board for electing him as Vice Chair. He thanked everyone for their condolences for his mother.

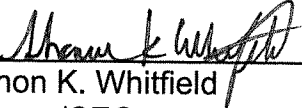
Chairman Whitfield said County offices will be closed Monday for Martin Luther King day.

IX. Executive Session:

Commissioner Askew made a motion to go into Executive Session to discuss personnel and read estate. Seconded by Commissioner Blakemore, 4 ayes and 0 nays. The Executive Session began at 8:32 p.m. Chairman Whitfield called the regular scheduled meeting back to order at 10:02 p.m. and stated there was no action to be taken from the Executive Session.

IV. Adjournment:

Commissioner Hart made a motion to adjourn the meeting, Commissioner Stultz seconded the motion, motion carried and the meeting was adjourned at 10:03 PM.



Shannon K. Whitfield
Chairman/CEO
Walker County Georgia

Date 06-26-2023

Minutes prepared by: Walker County Board Clerk, Whitney Summey

Regular Scheduled Board of Commissioners Meeting

Walker County Annex III

January 12, 2023

7:00 PM

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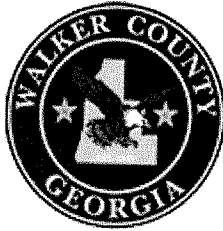
Commissioner Blakemore	Present
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Commissioner Askew	Present
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Chairman Whitfield	Present
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Commissioner Hart	Present
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Commissioner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

Regular Scheduled Board of Commissioners Meeting

January 12, 2023

7:00 PM

Name

Address

Billy Sims

Bill BROWN

ROCK SPRING, GA

Stephane Watkins

Rock Spring

Jim Pope

Villanova

Corley Burns

Laura Ruddy

Lafayette

Pam GUY

Landfill

Jon Pusley

Inspections

Rick Carr

Chris Anderson

WCSD

Charlie Barrett

WCSD

JAMEY HULSEY

Cove

Rusty Hays

Cove

LOOK

From A2

and Henry won Catoosa County by 687 votes.

Moore won Walker County by 328 votes, Chattooga County by 298 and Floyd by 238.

At 29 years old, Moore is one of the youngest senators in the state. A person must be at least 25 years old to run for the Senate. But it won't be a new experience for Moore — he served as one of youngest state representatives (District 1) from 2018 to 2020.

Upon winning the general primary on May 24, Moore posted on his Facebook page: "Freedom Ringing in the Hills tonight. Thank you all. Moore soon. Sincerely, Senator-Elect Colton Moore"

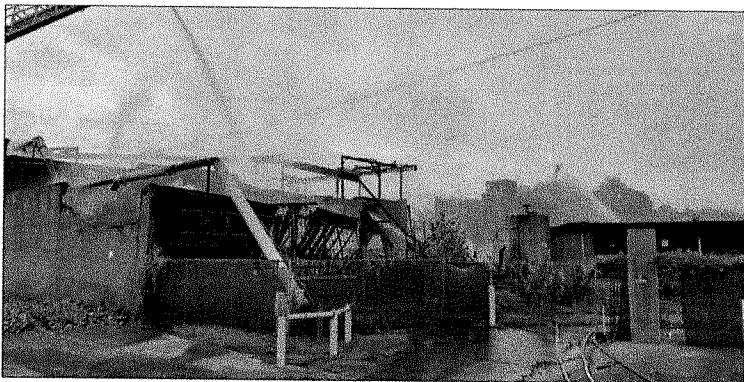
Moore faced no opposition in the November general election.

He assumes office on Jan. 9.

FIRE HEAVILY DAMAGES VACANT ROSSVILLE PLANT

Firefighters from more than a dozen units worked five hours Tuesday, Aug. 23, to bring a blaze under control at a vacant industrial building in downtown Rossville.

Walker County 911 received a call



Walker County government

About three-quarters of the old Coats American building in Rossville was destroyed by fire on Aug. 23.

around 2:21 a.m. that a tree was on fire near the Rossville Athletic Association gym. When fire crews from Rossville arrived, they discovered the blaze was actually at the old Coats American building on Maple Street and was already about 30% involved.

More than a dozen units from Walker County, Catoosa County, East Ridge (Tenn.), Georgia Department of Corrections, Trenton and Hamilton County (Tenn.) provided assistance to help get the fire under control, which took about five hours.

Fire officials estimated that about 75% of the building was a loss, but reported no injuries. The vacant building did not have any power. The cause of the fire is currently unknown. Walker County's new Accelerant Detection Canine Team is investigating the fire.

Firefighters remained at the site all day dousing the 240,000-square-foot building with water. The building's roof collapsed, trapping flames underneath the rubble.

Several roads in Rossville were

closed to through-traffic on the day of the fire, including portions of Maple and Williams Streets, Walnut Street and the 700 block of Flegal Avenue.

FIRST-CLASS RESORT TAKING SHAPE IN WALKER COUNTY

On Oct. 10, Duane Horton, president of Scenic Land Company, the developer of the McLemore project, presented an update on progress at a town hall meeting at the LaFayette-Walker County Public Library.

The project includes the — The

Highlands Golf Course at McLemore, the growing resort, golf club and events venue on Lookout Mountain, Ga., in Rising Fawn.

The Highlands was named by Golf Digest as "the best finishing hole since the year 2000."

A second golf course, to be called The Outpost, is in the works for McLemore. Golf course designer Rees Jones is also the architect on this one and has said "it could host a major."

Already existing at McLemore, in addition to the golf course, said Horton, is The Clubhouse, a 9,000-square-foot pro shop, locker rooms and The Creag restaurant where diners can make reservations to eat.

The resort is already hosting events, from music festivals to weddings to Fourth of July fireworks.

Under construction on the 1,500-acre piece of property is a 245-room Hilton Curio Collection Hotel with 24,000 square feet of conference space, two dance floors, two full restaurants and a café, spa, fitness facility, cliff-edge pool and more. The hotel should be finished by November 2023 and open by March 2024.

When all is said and done, Horton said the plan is to have about 1,000 homes in the community, ranging

See LOOK, A7

OBITUARIES

BROCK, Hilliard "Tebo"

Hilliard "Tebo" Eugene Brock, age 85, went home to be with his Savior, Jesus Christ, on Thursday, December 22, 2022 in Rome, Georgia. He was born on October 31, 1937 in Lafayette, Georgia to the late Charles E. Brock and Aleene Landers Brock. He was a lifelong resident of North Georgia and was employed at Shaw Industries at the time of his retirement. Most importantly, Tebo was a faithful follower of the Lord and described himself as "no great man, flawed but forgiven." He sought to honor God every day.

Tebo is survived by his loving wife, Celia Varnell Brock to whom he was married for 63 years, and his four children: son, Rob and Amber (Thompson) Brock of Magnolia, TX; son, Monty and Angie (Gregory) Brock of Acworth, GA; daughter Allison and Kenneth Jones of Rome, GA; and daughter, Laurie and Greg Wamack of Mt. Juliet, TN; ten grandchildren; and one great-grandson. He is now reunited in heaven with his parents and two sisters, Rebecca Brock Sosebee and Shirley Brock Jackson.

A visitation will be held on Tuesday, December 27th, 2022 from 1-3 pm followed by a memorial service starting at 3 pm at Highland Presbyterian Church in Lafayette, Georgia. Pallbearers will be Dr. Kenneth Jones, Greg Wamack, Andrew Brock, Ben Brock, Luke Brock, Will Spencer Wamack, Brock Wamack, and Pavel Chiva. The elders of Highland Presbyterian Church will serve as honorary pallbearers. In lieu of flowers, contributions can be made in Tebo's memory to St. Jude Children's Research Hospital or African Mission Healthcare Friends of Chogoria Hospital Fund.

BROADRICK, Penny Wade



Mrs. Penny Wade Broadrick, age 61, of LaFayette passed away Friday, December 23, 2022, at CHI Memorial hospital in Chattanooga.

Born June 5, 1961 in Trion, Georgia to the late Edith and Marvin Wade, she grew up in a very close family in the Dry Valley Community and was of the Baptist faith. Along the way she made many friends and held many jobs including several years at Blue Bird Corporation and

the Walker County Sheriff's Department. She later pursued her LPN license becoming a private nurse. She loved spending time at home with her husband or with the many pets that rarely left her side, shopping, traveling, and spending quality time with her sisters and friends.

She is survived by her husband, Mark Broadrick; sisters, June (Ralph) Barnes, Melody (Derrrell) Parker and Myra (Larry) Norton; several nieces and nephews; and adopted daughter, Lucia Gomez.

Funeral service will be held 2 p.m. Friday, December 30, in the Wilbanks Memorial Chapel with Rev. Sammy Barrett and speaker Cathy Worley officiating.

Interment at LaFayette Memory Gardens.

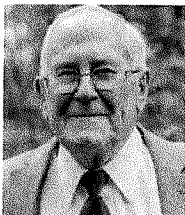
Pallbearers are Casey Hunter, Mike Parker, Stephen Parker, Braydon Broadrick, Jason Broadrick, and Justin Cargle.

Honorary pallbearers are Sherri Loveless, Glenda Croft, Brian Millard, Randy and Vicki Bagley, Mark Thompson, Matt Weems, Teresa Lanier, and Penny's traveling friends.

Visitation will be held at the funeral home on Thursday from 6 p.m. to 8 p.m.

Arrangements are by Wallis-Wilbanks Funeral Home, LaFayette.

CROSS, Max



Max Eugene Cross, age 89 of LaFayette, GA, passed away peacefully Friday December 24, 2022.

He was preceded in death by his loving wife of almost 70 years, Pluma Faye Cross. He was also preceded in death by his father, Homer Grady Cross and mother, Kate Alexander, brothers Alton Cross, Roland Cross and sisters Molly Parker, Linda Farris. He is survived by his sons Kenneth (Kathy) Cross and Gregory (Gina) Cross, daughter, Jan (Michael) Marmaras, grandchildren, Dr. Andy Cross, Adam (Liana) Cross, Heather Cross and Chelsea Burney, great granddaughters Adeline Burney and Waverly Cross, brothers, Dennis Alexander, Paul Cross and Darrell Cross, sister, Betty Jones.

Max was born in LaFayette, GA on June 21, 1933. He and the love of his life, Faye married, raised their family and were wonderful parents, grandparents and great grandparents. He and Faye traveled extensively to almost every state including Alaska and Hawaii as well as over 20 countries.

Max and his business partner Scotty McClure were successful businessmen in the North Georgia area for almost 50 years.

Max possessed a lifelong passion for knowledge with a wide spectrum of interests. As a younger man he loved to go fly fishing and especially loved to hike Pigeon Mountain and the surrounding areas with family. Max loved being "Paw Paw" and taking his grandchildren rock and fossil hunting. He possessed an Encyclopedic knowledge in many fields of study including natural history, classical music, history and literature just to name a few.

He was a Christian who did his very best to live those values every day of his life. He will be greatly missed by his family, friends and other loved ones.

Interment at LaFayette Memory Gardens.

Pallbearers: Dr. Andy Cross, Adam Cross, Mike Parker, Joseph Looney, Lloyd Shadrack and Carlus Gann.

Honorary Pallbearers: Dennis Alexander, Bruce Day, Buddy Day, Jerry Day, Randall Brown, Richard Brown and Michael Marmaras.

Visitation will be held at the funeral home from 12:00 pm to 3:00 pm on December 29 with a memorial service at 3:00 pm in the Wilbanks Memorial Chapel.

In lieu of flowers, please make donations to the American Heart Association.

Arrangements by Wallis-Wilbanks Funeral Home, LaFayette.

POTTS, Doris Loughridge

Doris Charlene Loughridge Potts was born August 28, 1919 and passed away Thursday, December 29, 2022 and entered heaven as promised in her faith by Jesus Christ.

She was born to Ben and Maggie Loughridge on a ridge farm in South Walker County and moved to LaFayette as a teenager. She married farmer Robert H. Potts of Rock Spring on August 9, 1941 after vowing to never marry a farmer. She was a former Walker County school teacher, real estate broker, homemaker, master bookkeeper and clerk at hundreds of Potts Brothers auctions. Doris was a very active and longtime member of Peavine Baptist Church.

She was preceded in death by her husband of 50 plus years, Robert H. Potts, and infant daughter, Barbara Anne Potts.

She is survived by her sons Ben Potts (Angela) and Bruce Potts (Tess), her grandchildren Leslie Potts Kiewert (Mike), Luke Potts (Tina) and Ellie Potts and her great grandchildren Avery Kiewert, Logan Potts, Quinn Kiewert and Chase Kiewert.

The funeral service will be held at Peavine Baptist

Church Saturday, December 31, at 2 p.m. with visitation prior to the service from 11 a.m. to 1:45 p.m.

Interment at Peavine Baptist Church Cemetery.

Pallbearers are Luke Potts, Logan Potts, Mike Kiewert, Chase Kiewert, Steven Thomas, and Ronnie Haslerig.

Arrangements are by Wallis-Wilbanks Funeral Home, LaFayette.

STULTZ, Annelle Robinson



Annelle Robinson Stultz passed away quietly surrounded by loved ones in peace and comfort, early afternoon, Tuesday, December 27, 2022.

She was preceded in death by her husband, Don Stultz, Sr., owner and operator of Suburban Furniture Company, her mother, Laura E. Robinson, numerous loving relatives from the Scoggins and Robinson families, and Havard Hans, her friend and companion in later years.

A lifelong resident of LaFayette, Georgia, not only was she an adoring and loving mother to sons, Don Jr., (Maggie), William Reece "Will" and Robert Alan (Rachel); but also a generous, caring and inspirational friend to many, including her special "family" of caregivers throughout the past year: Phyllis Barfield, Shirley Bowers, Sherry Cooper, Brittany Goodman, Lisa Hicks, Janet Hobbs, Judy Jenkins (Deceased), Kirstin Johnson (LPN), Billie Jones, Patricia (Trish) Nation, and Angie Ridley.

Early on, excelling in math, finance and administrative skills, she attended and graduated McKenzie Business College in Chattanooga, Tennessee. She wasted no time in putting her skills to work as a Personal Assistant in Oak Ridge, Tennessee, for what we now know as "The Manhattan Project", aiding our Country and our Allies in securing Victory for WWII. She then accepted a position with Clemons Brothers Furniture Co., in downtown Chattanooga before using her talent and skill in the medical profession.

She joined LaFayette Medical Center (formerly Kitchens Clinic and Hospital) in 1962 and quickly became immersed in all aspects of Healthcare Management. After almost 30 years, she retired in 1990 as Medical Center Administrator. Still active, she then enjoyed a position at PruittHealth's

Shepherd Hills Nursing and Rehabilitation facility as Activities Director for a number of years.

In 1998, she and son (Dr.) Robert Stultz opened Rossville Medical Center, where she spearheaded the administration and oversight of business. As important, she offered a cheerful, warm smile and kind words of Welcome and Thanks at the reception desk.

A lifelong animal lover, she opened her heart and home to many; whether a dog, cat, deer or even a "pet" wild turkey.

She was the most Senior member of Gordon Pond Fishing Club and loved spending time on the water; casting a rod whether at "the lake", in a boat or sitting on a pier. Ironically, she had always been fashion savvy and very particular about her appearance. She thoroughly enjoyed afternoons at "The Beauty Shop" with good friends, good stories and good times.

A lover of travel, she was always ready for the next Beach Vacation, especially with her "Boys". In particular she enjoyed the Hawaiian Islands. She visited the Islands a total of 13 times, her first trip with her husband, Don in 1972. Her Southern Charm and warm smile soon earned her a special place in the hearts of many Polynesians. So much so, they affectionately called her Anelá, which means Angel. Our Anelá (Nelle, Mom, "Miss" Nelle) will be missed and mourned, but her memory and the love she shared will be cherished and celebrated for many, many years to come.

Funeral service will be held 4 p.m. Friday, December 30, in the Wilbanks Memorial Chapel with Pastors Larry Brooks and Brent Madaris officiating.

Interment at LaFayette City Cemetery.

Pallbearers are: Don Jr., William Reece, Robert Alan Stultz, Capt. Mattson Hammond, Ret., John Paul Parker Jr., Chad Bomar, and Chuck Hans.

All Law Enforcement,

Fire, Emergency, Health services and Military personnel will serve as Honorary Pallbearers.

Arrangements are by Wallis-Wilbanks Funeral Home, LaFayette.

"There are two basic motivating forces: fear and love. When we are afraid, we pull back from life. When we are in love, we open to all that life has to offer with passion, excitement, and acceptance. We need to learn to love ourselves first, in all our glory and our imperfections. If we cannot love ourselves, we cannot fully open to our ability to love others or our potential to create. Evolution and all hopes for a better world rest in the fearlessness and open-hearted vision of people who embrace life."

— John Lennon

SMILE BECAUSE HE LIVED

You can shed tears that he is gone, or you can smile because he lived. You can close your eyes and pray that he will come back, or you can open your eyes and see all that he has left. Your heart can be empty because you can't see him, or you can be full of the love that you shared. You can turn your back on tomorrow and live yesterday, or you can be happy for tomorrow because of yesterday. You can remember him and only that he is gone, or you can cherish his memory and let it live on. You can cry and close your mind, be empty and turn back, or you can do what he would want: Smile, open your eyes, love and go on.

— Author Unknown

"Infuse your life with action. Don't wait for it to happen. Make it happen. Make your own future. Make your own hope. Make your own love. And whatever your beliefs, honor your creator, not by passively waiting for grace to come down from upon high, but by doing what you can to make grace happen ... yourself, right now, right down here on Earth."

NOTICE OF PUBLIC HEARING

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

O-01-23 proposes to amend Chapter 22 (Land Development) to provide clarity on the procedure to appeal a variance denial by the Planning Commission.

O-02-23 proposes to amend Chapter 26 (Roads) to adjust the minimum requirements for construction of roads for county maintenance.

O-03-23 proposes to amend Chapters 1 & 2 (General Provisions & Administration) to create a uniform policy for all individuals serving on boards, committees or commissions of the Board of Commissioners.

Public hearings on the proposed ordinance changes will be held at 7:00 p.m. on Thursday, January 12, 2023 and 7:00 p.m. on Thursday, January 26, 2023 at Walker County Courthouse Annex III, 201 S Main Street in LaFayette, GA. Copies of all three ordinance drafts are available for review at the Board of Commissioner's Office (101 S Duke St, LaFayette) and online at walkercountyga.gov.



ORDINANCE O-01-23

AN ORDINANCE AMENDING CERTAIN SECTIONS OF CHAPTER 22 OF THE CODE OF WALKER COUNTY, GEORGIA REGARDING LAND DEVELOPMENT; TO PROVIDE FOR AN EFFECTIVE DATE; TO REPEAL ANY AND ALL CONFLICTING ORDINANCES AND PARTS OF ORDINANCES; TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE FOR OTHER PURPOSES

WHEREAS, Walker County desires to amend its Land Development Code to provide clarity regarding the procedure for requesting an appeal of a decision by the Planning Commission for a variance request;

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

1.

ARTICLE IV. ZONING; DIVISION 1. GENERALLY; Section 22-113(b) is deleted in its entirety and replaced with the following:

~~All decisions made by the Planning Commission for a variance request may be appealed to the County Board of Commissioners.~~

All decisions made by the Planning Commission for a variance request may be appealed to the County Board of Commissioners. An appeal must be made within 30 days of the Planning Commission's decision and be submitted in writing to the County Clerk. Hand written, typed or email correspondence are acceptable. An appeal shall state the specific facts upon which a variance shall be granted, based upon the criteria set forth in Code Section 22-113.

2.

This ordinance is effective immediately upon its adoption.

3.

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

4.

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

PASSED AND ADOPTED this ____ day of _____, 2023.

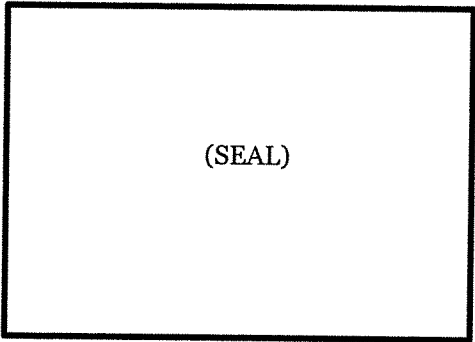


ATTEST:

WALKER COUNTY, GEORGIA

_____, County Clerk

SHANNON K. WHITFIELD, Chairman



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



ORDINANCE O-02-23

AN ORDINANCE AMENDING CERTAIN SECTIONS OF CHAPTER 26 OF THE CODE OF WALKER COUNTY, GEORGIA REGARDING ROADS AND RIGHTS-OF-WAY; TO PROVIDE FOR AN EFFECTIVE DATE; TO REPEAL ANY AND ALL CONFLICTING ORDINANCES AND PARTS OF ORDINANCES; TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE FOR OTHER PURPOSES

WHEREAS, Walker County desires to amend its Roads and Rights-of-Way Code regarding the minimum requirements for construction of roads for County maintenance;

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

1.

ARTICLE I. IN GENERAL; Section 26-2(a)(2) is deleted in its entirety and replaced with the following:

~~County-required inspections. Inspection by a County official shall be required during construction at every stage of construction, including, but not limited to, after the following: clearing, grubbing, the stripping of topsoil, subbase compaction, base layer, binder layer and topping layer. At each inspection, proper drainage, pipe size and class will be approved. Grading for the roadbed must be done by proper grading methods. During or upon completion of the roadway bed, on-site inspection will be required to determine if material is suitable for subbase. Should this subbase be in question, then the County Inspector will have the State Highway Department test the material. If the material is not approved, a minimum of one foot of Class A or B chert shall be applied to the roadbed and rolled, or the subbase must pass a County-approved compaction test showing at least 95 percent compaction. The base material must be a minimum of 6-inch graded aggregate base (GAB) rolled meeting current minimum GDOT specifications. The base binder must be a minimum thickness of 2 inches when compacted. The topping must be a minimum of two inches thickness when compacted. The Public Works Director or a designee will inspect each stage for compliance.~~

County-required inspections. Inspection by a County official shall be required during construction at every stage of construction, including, but not limited to, after the following: clearing, grubbing, the stripping of topsoil, subbase compaction, base layer, binder layer and topping layer. At each inspection, proper drainage, pipe size and class must be approved. Grading for the roadbed must be done by proper grading methods. During or upon completion of the roadway bed, on-site inspection will be required to determine if the material is suitable for subbase. Should this subbase be in question, then the County Inspector will have a geotechnical engineer test the material, at the expense of the contractor or road builder. If the material is not approved, a minimum of one-foot of Class A or B chert shall be applied to the roadbed and rolled, or the subbase must pass a County-approved compaction test showing at least 95 percent compaction. The base material must be a minimum of six (6) inch graded aggregate base (GAB) rolled meeting current minimum GDOT specifications. The base binder must be a minimum thickness of four (4) inches when compacted. The topping must be a minimum of two (2) inches thickness when compacted. The Public Works Director or a designee will inspect each stage for compliance.

2.

This ordinance is effective immediately upon its adoption.

3.

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

4.



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

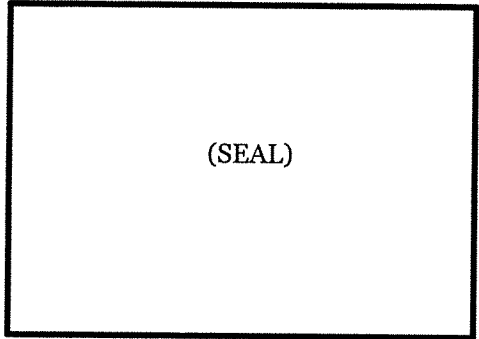
PASSED AND ADOPTED this ____ day of _____, 2023.

ATTEST:

WALKER COUNTY, GEORGIA

_____, County Clerk

SHANNON K. WHITFIELD, Chairman



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



ORDINANCE O-03-23

AN ORDINANCE AMENDING CERTAIN SECTIONS OF CHAPTERS 1 & 2 OF THE CODE OF WALKER COUNTY, GEORGIA REGARDING SERVICE EXPECTATIONS FOR MEMBERS OF BOARDS, COMMITTEES AND COMMISSIONS; TO PROVIDE FOR AN EFFECTIVE DATE; TO REPEAL ANY AND ALL CONFLICTING ORDINANCES AND PARTS OF ORDINANCES; TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE FOR OTHER PURPOSES

WHEREAS, Walker County desires to amend its Code of Ordinances to create a uniform policy for all individuals serving on boards, committees or commissions of the Board of Commissioners;

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

1.

CHAPTER 1. GENERAL PROVISIONS is amended by adding the following section:

Sec. 1-21. Boards, committees and commissions that advise the Board of Commissioners.

Failure to attend three (3) consecutive meetings or any ten (10) meetings per term of office shall be considered an automatic resignation. Upon such resignation, the chair of the board, committee or commission shall notify the Chair of the County Board of Commissioners of such occurrence as promptly as possible, so the Chair may appoint a replacement with approval of the Board to fill the unexpired term.

2.

CHAPTER 2. ADMINISTRATION; ARTICLE I. IN GENERAL; Section 2-97(c)(1) is deleted in its entirety and replaced with the following:

~~Failure to attend at least 8 regular voting meetings of the Planning Commission in a calendar year, without justification. To be excused, members of the Planning Commission shall notify the Planning and Development Department or Planning Commission Chair when they intend to be absent from a meeting;~~

Members are prohibited from having ex parte communication (discussions outside of the meetings) regarding matters that are to be heard and voted on by the Planning Commission. *Social media*

Members found in violation of this rule shall be subject to removal from the Planning Commission by a vote of the Board of Commissioners.

3.

CHAPTER 2. ADMINISTRATION; ARTICLE I. IN GENERAL; Section 2-97(c) is hereby amended by adding the following sections to read as follows:

(4) Failure of a member of the Planning Commission to comply fully with the Georgia Open Meetings Act (O.C.G.A 50-14-1 et seq.), the Georgia Conflict of Interest in Zoning Act (O.C.G.A. 36-67A-1 et seq.) or any other provision of the Development Code applicable to property owned by, operated by or occupied by the member of the Planning Commission, shall constitute cause for removal by the Board of Commissioners.

(5) Within three months of their initial appointment, each member must complete 12 hours of training in zoning procedures and/or comprehensive planning conducted and/or sponsored by ACCG or the University of Georgia's Carl Vinson Institute of Government or equivalent as determined by the Director of Planning. No member shall be allowed to vote on any zoning matter until at least six hours of the aforementioned training has been completed. The appointed member may participate in all meetings, discussions, and activities, but may not vote until six hours of training has been completed. Failure to receive 12 hours of training within three months of appointment will be automatic grounds for removal from office by the Board of Commissioners.

4.

Annual Training!
OR every two years



This ordinance is effective immediately upon its adoption.

5.

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

6.

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

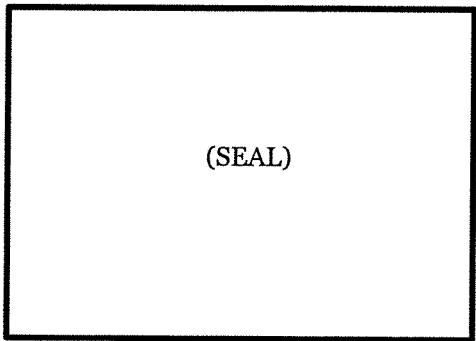
PASSED AND ADOPTED this ____ day of _____, 2023.

ATTEST:

WALKER COUNTY, GEORGIA

_____, County Clerk

SHANNON K. WHITFIELD, Chairman



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



RESOLUTION R-001-23

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF WALKER COUNTY TO ELECT A VICE CHAIRPERSON FROM ITS MEMBERS

WHEREAS, the Board of Commissioners of Walker County is the governing authority of Walker County, Georgia, as set forth by Act No. 165 ("Act") passed by the Georgia General Assembly during the 2017-2018 session and subsequently approved by the Governor; and

WHEREAS, Part I, Section 8 of the Act states that at the first meeting of each year, the board shall elect from its members a vice chairperson. In the event of death, disqualification, or resignation of the chairperson, the vice chairperson shall perform the duties and exercise the authority of the chairperson until a new chairperson is chosen as provided in the Act; and

WHEREAS, the Act further states the vice chairperson shall preside at meetings of the board in the absence of the chairperson and shall serve for the calendar year in which he or she is elected;

THEREFORE, BE IT RESOLVED by the Board of Commissioners of Walker County, Georgia that Robert Stultz is elected from its members to serve as vice chairperson for the remainder of the calendar year.

SO RESOLVED AND ADOPTED this 12th day of January 2023.

ATTEST:

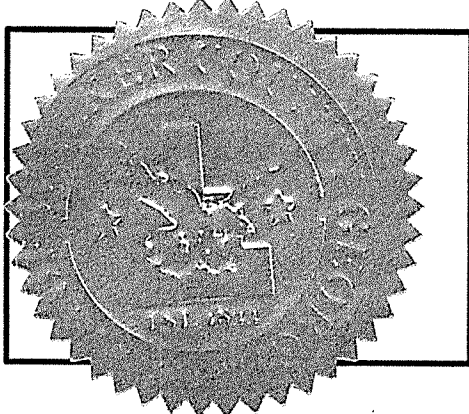
WALKER COUNTY, GEORGIA

Whitney Summey

Whitney Summey, Deputy Clerk

Shannon K. Whitfield

SHANNON K. WHITFIELD, Chairman



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



RESOLUTION R-002-23

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF WALKER COUNTY TO ESTABLISH A REGULAR MEETING CALENDAR FOR 2023

WHEREAS, the Board of Commissioners of Walker County is the governing authority of Walker County, Georgia, as set forth by Act No. 165 ("Act") passed by the Georgia General Assembly during the 2017-2018 session and subsequently approved by the Governor; and

WHEREAS, Part I, Section 9 of the Act states the Board of Commissioners shall hold a minimum of two regular meetings each month at the county seat; and

WHEREAS, the Act further states the Board, at its first meeting of the year, shall determine the time, date and place of its regular meetings;

THEREFORE, BE IT RESOLVED by the Board of Commissioners of Walker County, Georgia that regular meetings will be held at 7:00 a.m. / (p.m.), on the Second and Fourth Thursday (day) each month, at Annex III 201 S Main St Lafayette GA 30228 (location) for the remainder of the calendar year.

SO RESOLVED AND ADOPTED this 12th day of January 2023.

ATTEST:

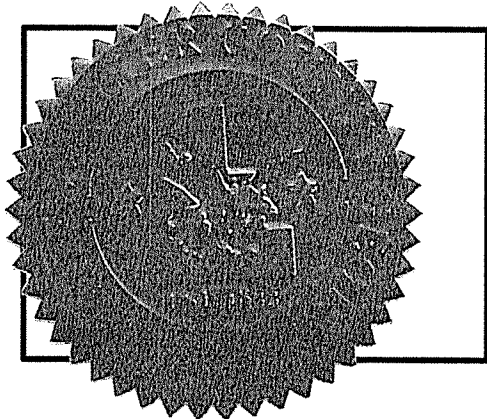
WALKER COUNTY, GEORGIA

Whitney Summey

Whitney Summey, Deputy Clerk

Shannon K. Whitfield

SHANNON K. WHITFIELD, Chairman



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



THIS AGREEMENT is entered into this _____ day of _____, 20____, among the Circuit Public Defender Office of the Lookout Mountain Judicial Circuit (herein referred to as "the Public Defender Office"), fiscal the governing authority of **Catoosa County**, a body politic and a subdivision of the State of Georgia (herein referred to as "Catoosa County"), the governing authority of **Chattooga County**, a body politic and a subdivision of the State of Georgia (herein referred to as "Chattooga County"), and the governing authority of **Dade County**, a body politic and a subdivision of the State of Georgia (herein referred to as "Dade County") and the governing authority of **Walker County**, a body politic and a subdivision of the State of Georgia (herein referred to as "Walker County". Catoosa, Chattooga, Dade and Walker Counties are herein referred to collectively as "the Counties." This agreement is effective January 1, 2023.

WITNESSETH:

WHEREAS, GPDC, the Public Defender Office, and the Counties enter into this agreement to implement the provisions of the Georgia Indigent Defense Act of 2003, as amended; and

WHEREAS, GPDC is existing under the laws of the State of Georgia; and

WHEREAS, the Public Defender Office is existing under the laws of the State of Georgia and operating under the laws and Constitution of the State of Georgia with full power to enter into contracts and agreements with other entities; and

WHEREAS, GPDC is the fiscal officer for the Public Defender Office; and

WHEREAS, the Counties are a body politic, existing and operating under the laws and Constitution of the State of Georgia with full power to enter into contracts and agreements with other political entities; and

WHEREAS, it is the intent of the parties to this agreement to provide for the operation of an indigent defense system to assure adequate and effective legal representation is provided, independent of political considerations or private interests, to indigent defendants in criminal cases consistent with the standards adopted by GPDC. This system and this agreement include the following:

- 1) The provision by the Public Defender Office of the statutorily required services to the Counties;
- 2) The provision by the Counties of their pro rata share of the costs of appropriate offices, utilities, telephone expenses, materials, and supplies as may be necessary to equip, maintain, and furnish the office or offices of the circuit public defender in an orderly and efficient manner;
- 3) Optional provisions; and
- 4) The provision for other matters necessary to carry out this agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises contained in the agreement and for Ten Dollars (\$10) and other good and valuable consideration, **IT IS AGREED AS FOLLOWS:**

ARTICLE 1

STATUTORY PERSONNEL

Section 1.01 Statutory Staffing. The Public Defender Office agrees to provide for the Lookout Mountain Judicial Circuit full-time staff for a circuit public defender office or offices consisting of a circuit public defender; an assistant public defender for each superior court judge authorized for the circuit, excluding the chief judge and senior judges; an investigator; and 2 additional persons to perform administrative, clerical or paraprofessional services.

Section 1.02 Statutory Services. The Public Defender Office agrees to provide representation to indigent defendants in the following cases:

- 1) Felony and misdemeanor cases prosecuted in the Superior Courts of the Counties under the laws of the State of Georgia in which there is a possibility that a sentence of imprisonment or probation or suspension of sentence of imprisonment may be adjudged;
- 2) Hearings in the Superior Courts of the Counties on a revocation of probation;
- 3) Cases prosecuted in the Juvenile Courts of the Counties in which a child may face a disposition in a delinquency case of confinement, commitment or probation; and
- 4) Direct appeals from a decision in cases described in (1), (2), and (3) above.

Section 1.03 Conflicts. The Public Defender Office agrees to provide for legal representation by an attorney who is not an employee of the Public Defender Office in cases described in Section 1.02 in which the Public Defender Office has a conflict of interest.

ARTICLE 2
OPTIONAL PROVISIONS

Section 2.01 Additional County-Funded Personnel. Because of the unique needs of the Lookout Mountain Judicial Circuit, the Counties agree to fund a pro rata share of additional personnel in the Public Defender Office for the 2023-2023 fiscal year, as described in Attachment A. These are in addition to the positions described in Article 1 and Section 1.01 above. These positions will be funded by the Counties in the Lookout Mountain Judicial Circuit and will be administered by GPDC as contemplated in OCGA § 17-12-32.

ARTICLE 3
MISCELLANEOUS

Section 3.01 Term. The term of this agreement is 12 months beginning January 1, 2023 and ending December 31, 2023.

Section 3.02 Maintenance of effort. The Counties agrees that it will continue to fund indigent defense for the term of this agreement, at a minimum, at the level of its most recent budgeted level of funding (the current fiscal year or the planned budget for the next fiscal year if that budget has already been developed) for indigent defense as part of this support each county agrees to provide space, equipment and operating expenses necessary to effectively operate the circuit public defender office.

Section 3.03 Severability. Any section, subsection, paragraph, term, condition, provision or other part (herein after collectively referred to as “part”) of this agreement that is judged, held, found, or declared to voidable, void, invalid, illegal, or otherwise not fully enforceable shall not affect any other part of this agreement, and the remainder of this agreement shall continue to be of full force and effect. Any agreement of the parties to amend, modify, eliminate, or otherwise change any part of this agreement shall not affect any other part of this agreement, and the remainder of this agreement shall continue to be of full force and effect.

Section 3.04 Cooperation, dispute resolution and jurisdiction.

- (a) The Public Defender Office and the Counties acknowledge that this agreement may need to be revised periodically to address new or unforeseen matters.
- (b) Each party to this agreement agrees to cooperate with the other party to effectuate and carry out the intent of this agreement.

(c) This agreement, and the rights and obligations of the parties, are governed by, and subject to and interpreted in accordance with the laws of the State of Georgia. The parties acknowledge and agree that by law, the exclusive jurisdiction for contract actions against the state, departments and agencies of the state, and state authorities is the Superior Court of Fulton County, Georgia. The Parties further acknowledge that the Fulton Superior Court has a court sponsored Arbitration and Mediation Program in which the Parties agree to fully participate.

Section 3.05 Notice. A notice to a party to this agreement shall be made in writing and shall be delivered by first class mail or personally to the person and at the address indicated below:

Circuit Public Defender Office of the Lookout Mountain Judicial Circuit:

Jad Johnson
Circuit Public Defender
101 Napier St.
LaFayette, GA 30728

Catoosa County:

Hon. Larry Black
Chairman, Board of Commissioners
800 LaFayette Street
Ringgold, Georgia 30736

Chattooga County:

Hon. Blake Elsberry,
Sole Commissioner
10102 Commerce Street
Summerville, GA 30747

Dade County:

Hon. Ted Rumley
County Executive
71 Case Ave.
Trenton, GA 30752

Walker County:

Hon. Shannon Whitfield,
Chairman, Board of Commissioners
101 Duke Street
LaFayette, GA 30728

Georgia Public Defender Council:

Omotayo Alli, Director
270 Washington Street
Suite 6079
Atlanta, GA 30334

Section 3.06 Agreement modification. This agreement, including all attachments hereto, constitutes the entire agreement between the parties with respect to the subject matter of this agreement and may be altered or amended only by a subsequent written agreement of equal dignity; provided, however, that the parties' representatives identified in Section 3.05 may agree in writing by an exchange of letter or emails prior to the budget revision becoming effective to budget revisions which do not increase or decrease the total dollar value of the agreement. This agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to the subject matter of this agreement. No modifications may be made without prior notice to and approval from all parties to this agreement.

Section 3.07 Termination.

(a) **Due to non-availability of funds.** In the event that either the sources of reimbursement for services under this agreement (appropriations from the General Assembly of the State of Georgia, or appropriations from a county governing authority) is reduced during the term of this agreement, the Public Defender Office may make financial and other adjustments to this agreement and notify the Counties accordingly. An adjustment may be an agreement amendment or may be the termination of the agreement. The certification by the director of the Georgia Public Defender Council of the occurrence of reduction in State funds is conclusive. The certification of the occurrence of the occurrence of the reduction in county funds by the person named in Section 3.05 by the Counties to receive funds is conclusive. The Counties shall promptly notify the Public Defender Office in writing on the non-existence or insufficiency of funds and the date of termination. The Public Defender Office shall then immediately cease providing the services required hereunder except for any necessary winding down and transition services required under Section 3.08. In lieu of terminating this agreement, the Counties and the Public Defender Office may make financial and other adjustments to this agreement by amending it pursuant to Section 3.06.

(b) **For cause.** This agreement may be terminated for cause, in whole or in part, at any time by either party for failure by the other party to substantially perform any of its duties under this agreement, "Cause" means a breach or default of any material obligation hereunder which default is incapable of cure, or which, being capable of cure, has not been cured within 30 days after receipt of notice of such default (or such additional cure period as the non-defaulting party may authorize). Should a party exercise its right to terminate this agreement under this subsection, the termination shall be accomplished in writing and specify the reason and the termination date. In the event of termination under this subsection of the Public Defender Office shall submit a final agreement expenditure report containing all charges incurred through and including the termination date to the Counties no later than 30 days after the effective date of written notice of termination and the Counties shall pay the amount within 15 days of the receipt of the final agreement expenditure report. Upon termination of this agreement, the Public Defender Office shall not incur any new obligations after the effective date of termination, except as required under Section 3.08. The above remedies contained in this subsection are in addition to any other remedies provided by law or the terms of this agreement.

(c) **For convenience.** This agreement may be cancelled or terminated by either of the parties without cause; however, the party seeking to terminate or cancel this agreement shall give written notice of its intention to do so to the other party at least 60 days prior to the effective date of cancellation or termination.

(d) **Post-termination obligations.** After termination of this agreement pursuant to this Section, the Public Defender Office and the Counties agree to comply with the provisions of Section 3.08 (b).

Section 3.08 Cooperation in transition of services.

(a) **At the beginning of the agreement.** The Counties agrees upon the beginning of this agreement to cooperate as requested by the Public Defender Office to effectuate the smooth and reasonable transition of services for existing clients, if applicable. This includes but is not limited to the payment for continuation of representation by current counsel where appropriate or required by law, court rule or the State Bar of Georgia ethical standards or the facilitation of the timely transfer to the Public Defender Office client records.

(b) **During or at the end of the agreement.** The Public Defender Office agrees upon termination or expiration of this agreement, in whole or in part, for any reason to cooperate as requested by the Counties to effectuate the smooth and reasonable transition of services for existing clients. This includes but is not limited to the continuation of representation by Public Defender Office where appropriate or required by law, court rule or the State Bar of Georgia ethical standards or the facilitation of the timely transfer to the Counties of the client records. The Counties shall compensate the Public Defender for all post-termination or post-expiration services under this subsection. The Public Defender Office shall submit a monthly expenditure report containing all charges incurred during the preceding month on or before the 5th day of each month. The Counties shall pay the amount due within 15 days of the receipt of the monthly expenditure report. This subsection survives the termination or expiration of this agreement.

(c) **Statutory responsibility continuation.** The Public Defender Office and the Counties acknowledge that both have responsibilities for indigent defense costs under the Georgia Indigent Defense Act of 2003, as amended and that the termination or expiration of this agreement does not relieve either party of their responsibility under the law.

Section 3.09 Advance of Funds. The parties agree that advances of funds cannot remain outstanding following agreement termination or expiration and will be reclaimed. The parties agree that upon termination of this agreement, for any reason, all unexpended and unobligated funds held by the parties revert to the party entitled to the funds. The parties agree to reconcile expenditures against advances of funds within 30 days of termination of this agreement,

Section 3.10 Rollover of Funds. The Counties acknowledge that state agencies have a fiscal year from July 1 to June 30. The Counties agrees to authorize the Georgia Public Defender Council to roll over remaining county funds from June 30, 2023 to July 1, 2023 which is the start of Fiscal Year 2023.

Section 3.11 Time. Time is of the essence.

IN WITNESS WHEREOF, the parties have each here unto affixed their signatures the day and year first written above.

ATTEST:

Catoosa County

BY: Ray C. Black

Signature

Chairman

Title

ATTEST:

Chattooga County

BY: _____

Signature

Title

ATTEST:

Dade County

BY: Robert J. Jeff

Signature

Vice Chair

Title

ATTEST:

Walker County

BY: Shannon K. Whitefield

Signature

CHAIRMAN/CEO

Title

ATTEST:

Circuit Public Defender

BY: _____

Signature

Circuit Public

Defender

ATTEST:

Consented to:

Georgia Public Defender Council

BY: _____

Signature

Director

**LOOKOUT MOUNTAIN CIRCUIT PUBLIC DEFENDER OFFICE
JANUARY 1, 2023 - DECEMBER 31, 2023**

STATE FUNDED - Public Defender and Assistants							
Name	#	Salary	FICA	Retirement	Health Insurance	Unemployment	Total
Chief Public Defender (Johnson)	1	\$ 177,471.00	\$ 9,731.48	\$ 39,372.38	\$ 30,431.63	\$ 31.00	\$ 287,038.49
Chief Assistant PD (Powers)	1	\$ 34,641.00	\$ 1,924.44	\$ 23,101.67	\$ 24,431.63	\$ 31.00	\$ 84,152.74
APD (Powers)	1	\$ 34,641.00	\$ 1,924.44	\$ 23,049.09	\$ 23,182.86	\$ 31.00	\$ 82,838.40
APD (Vaccaro - Spinkley)	1	\$ 34,641.00	\$ 1,924.44	\$ 21,086.80	\$ 21,738.72	\$ 31.00	\$ 80,428.87
APD (Williamson)	1	\$ 34,641.00	\$ 1,924.44	\$ 21,086.80	\$ 21,738.72	\$ 31.00	\$ 80,428.87
TOTAL:	5	\$ 315,975.00	\$ 16,505.20	\$ 108,696.87	\$ 101,383.54	\$ 155.00	\$ 632,796.41

STATE FUNDED - Public Defender Administrative							
Name	#	Salary	FICA	Retirement	Health Insurance	Unemployment	Total
Administrative Assistant (Anderson)	1	\$ 44,466.72	\$ 2,465.66	\$ 15,704.65	\$ 12,421.80	\$ 31.00	\$ 75,119.83
Administrative Assistant (Williamson)	1	\$ 32,101.36	\$ 1,762.73	\$ 15,136.63	\$ 15,444.84	\$ 31.00	\$ 64,483.57
Investigator (Thompson)	1	\$ 32,101.36	\$ 1,762.73	\$ 17,926.87	\$ 17,187.37	\$ 31.00	\$ 69,035.33
TOTAL:	3	\$ 108,669.44	\$ 5,991.12	\$ 48,768.15	\$ 45,054.01	\$ 93.00	\$ 218,586.05

COUNTY FUNDED - Public Defender and Assistants							
Name	#	Salary	FICA	Retirement	Health Insurance	Unemployment	Total
APD (Alvord)	1	\$ 44,466.00	\$ 2,465.00	\$ 17,844.40	\$ 19,493.56	\$ 31.00	\$ 84,300.56
APD (Cass)	1	\$ 39,000.00	\$ 2,151.30	\$ 18,245.00	\$ 17,967.84	\$ 31.00	\$ 77,395.14
APD (Larkin)	1	\$ 37,000.00	\$ 2,043.30	\$ 17,671.70	\$ 17,318.76	\$ 31.00	\$ 74,075.06
APD (Smith)	1	\$ 37,000.00	\$ 2,043.30	\$ 17,671.70	\$ 17,318.76	\$ 31.00	\$ 74,075.06
APD (Clegg)	1	\$ 37,000.00	\$ 2,043.30	\$ 17,671.70	\$ 17,318.76	\$ 31.00	\$ 74,075.06
APD (Vaccaro - Thompson)	1	\$ 34,500.00	\$ 1,915.75	\$ 17,102.25	\$ 16,201.67	\$ 31.00	\$ 69,852.87
TOTAL:	6	\$ 231,966.00	\$ 12,628.65	\$ 88,537.05	\$ 88,430.74	\$ 186.00	\$ 407,748.49

COUNTY FUNDED - Public Defender Administrative							
Name	#	Salary	FICA	Retirement	Health Insurance	Unemployment	Total
Administrative Assistant (Smith)	1	\$ 34,000.00	\$ 1,870.00	\$ 10,431.40	\$ 10,154.36	\$ 31.00	\$ 56,527.76
Administrative Assistant (Smith)	1	\$ 36,000.00	\$ 1,962.00	\$ 12,082.50	\$ 11,477.16	\$ 31.00	\$ 61,554.62
Social Worker (Clegg)	1	\$ 31,000.00	\$ 1,687.50	\$ 17,411.50	\$ 16,749.76	\$ 31.00	\$ 57,070.27
Administrative Assistant (Alvord)	1	\$ 34,000.00	\$ 1,870.00	\$ 11,143.40	\$ 10,443.44	\$ 31.00	\$ 57,531.24
TOTAL:	4	\$ 135,000.00	\$ 7,489.50	\$ 41,068.80	\$ 38,826.72	\$ 124.00	\$ 232,430.82

COUNTY FUNDED - Operating Expenditures			
Name of Account	Balance	Monthly	Annual
Telephone Expenses	\$	\$ 1,200.00	\$ 14,400.00
Office Supplies	\$	\$ 1,000.00	\$ 12,000.00
Copying Costs	\$	\$ 200.00	\$ 2,400.00
Postage	\$	\$ 125.00	\$ 1,500.00
Printing	\$	\$ 67.50	\$ 810.00
Reference Books/Law Books	\$	\$ 186.67	\$ 2,240.00
Transcripts	\$	\$ 186.67	\$ 2,240.00
Copier Replacement	\$	\$ 291.67	\$ 3,500.00
Court Reporter Services	\$	\$ 250.00	\$ 3,000.00
Furniture & Equipment	\$	\$ 250.00	\$ 3,000.00
Travel (Outside)	\$	\$ 83.33	\$ 1,000.00
Professional Organization Fees	\$	\$ 300.00	\$ 3,600.00
Subscriptions	\$	\$ 41.67	\$ 500.00
Training (Outside)	\$	\$ 416.67	\$ 5,000.00
Insurance Management	\$	\$ 83.33	\$ 1,000.00
Utilities	\$	\$ 83.33	\$ 1,000.00
TOTAL:	\$	\$ 2,916.67	\$ 34,999.99

TOTAL EXPENDITURES:			
Category	State Funded	County Funded	Total
Public Defender and Assistants	\$ 632,796.41	\$ 407,748.49	\$ 1,040,544.90
Public Defender Administrative	\$ 218,586.05	\$ 232,430.82	\$ 451,016.87
County Administrative	\$ -	\$ 43,155.52	\$ 43,155.52
County Supplies	\$ -	\$ -	\$ -
Operating Expenditures	\$ -	\$ 34,999.99	\$ 34,999.99
TOTAL:	\$ 851,382.46	\$ 485,234.80	\$ 1,336,617.26

Current Budget	2023 Difference
\$ 694,174.74	\$ (87,644.00)
\$ 238,138.09	\$ (30,311.57)
\$ 26,818.89	\$ (6,818.83)
\$ -	\$ -
\$ 73,453.00	\$ (1,750.00)
\$ 122,188.21	\$ (12,928.28)

BREAKDOWN BY COUNTY			
County	%	Monthly	Annual
Cass	34.3%	\$ 11,507.81	\$ 138,093.72
Cherokee	16.0%	\$ 11,878.43	\$ 142,541.17
Dade	10.0%	\$ 9,375.00	\$ 112,500.00
Walter	39.7%	\$ 28,374.47	\$ 340,493.64
TOTAL:	100%	\$ 61,065.71	\$ 743,628.53

BREAKDOWN BY COUNTY (Personnel)			
County	%	Monthly	Annual
Cass	34.3%	\$ 37,280.74	\$ 447,368.88
Cherokee	16.0%	\$ 10,930.86	\$ 131,170.32
Dade	10.0%	\$ 9,716.60	\$ 116,599.20
Walter	39.7%	\$ 37,014.95	\$ 444,179.40
TOTAL:	100%	\$ 95,043.15	\$ 1,139,337.80

BREAKDOWN BY COUNTY (Operating)			
County	%	Monthly	Annual
Cass	34.3%	\$ 3,318.00	\$ 40,016.00
Cherokee	16.0%	\$ 1,028.67	\$ 12,344.04
Dade	10.0%	\$ 847.52	\$ 10,170.24
Walter	39.7%	\$ 3,110.57	\$ 37,326.84
TOTAL:	100%	\$ 8,304.16	\$ 100,457.12

Personnel for Pre-Paid Status of Personnel		2023 Difference
Total County Expenditures on Personnel	\$ 912,345.01	\$ -
Deduction of Cass and Dade Sal.	\$ 94,633.09	\$ -
Total Personnel Approved Pre-Paid / all approved	\$ 817,711.92	\$ -

Projections:
Pre paid status of personnel per county was figured by deducting costs equivalent to 1.3 Anderson Public Defender from the total personnel cost. We then figured the pre paid status based on population and added the costs (including \$30,000.00 for the 1.3 attorneys in Cass and Dade on a 75% (Cass) / 25% (Dade) split.

Attachment "A"

Lookout Mountain Judicial Circuit
ATTACHMENT B – Personnel Expenditures
Catoosa County
January 1, 2023 – December 31, 2023

The County agrees to pay the Public Defender Office \$912,330.18 in 12 monthly installments of \$76,027.51. Installments are due to the Georgia Public Defender Council (GPDC) on the 15th of the preceding month beginning on December 15, 2022. Invoices will be sent to the following address:

Rachel Clark, CFO
Catoosa County
800 LaFayette St
Ringgold, GA 30736

Installments will be paid directly to GPDC at the following address:

GPDC
Attn: Jason Ring
270 Washington Street
Suite 6079
Atlanta, Georgia 30334

The Public Defender Office agrees to use these funds for the purpose of paying the salary and benefits for county funded public defenders and assistants (Article 2).

Attachment “B”



RESOLUTION R-003-23

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, 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 \$32,400.⁰⁰, or \$ 2,700.⁰⁰ per month, for services rendered, retroactive to January 1, 2023.

SO RESOLVED AND ADOPTED this 12th day of January, 2023

ATTEST:

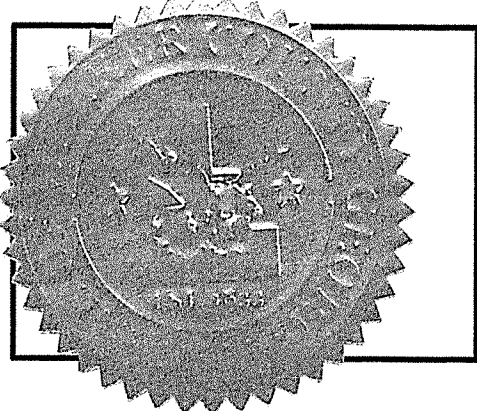
WALKER COUNTY, GEORGIA

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 Hart, and upon the question the vote is 4 ayes, 0 nays to adopt the Resolution.



RESOLUTION R-004-23

A RESOLUTION OF THE WALKER COUNTY BOARD OF COMMISSIONERS TO ESTABLISH TERMS OF OFFICE FOR MEMBERS OF THE WALKER COUNTY BOARD OF ASSESSORS

WHEREAS, that in compliance with O.C.G.A. § 48-5-295, *Terms of office; vacancies; removal by county governing authority*, members of the Walker County Board of Assessors shall serve terms of five (5) years. The terms shall be staggered so that only one member’s term expires in any given calendar year, and terms shall expire on December 31st of such calendar years; and

WHEREAS, this Resolution shall not have the effect of shortening or extending the terms of office of current members of the Walker County Board of Assessors, whose terms have not yet expired; and

THEREFORE, BE IT RESOLVED that the Board of Commissioners of Walker County, Georgia hereby reaffirm and clarify the Walker County Board of Assessors, to be governed by the following provision:

APPOINTMENT: Each member shall be a resident of Walker County and be at least twenty-one (21) years of age. No individual may be appointed or reappointed to the Walker County Board of Assessors unless all of the following provisions are met:

- Must be 21 years of age or older
- Hold a high school diploma or its equivalent
- Able to complete 40 hours of state mandated training prior to or within 180 days of appointment
- Able to attend Board of Assessors meetings
- Does not hold any state, county or municipal office
- Not currently employed by the Walker County Assessors Office
- Not immediately related, per O.C.G.A. § 48-5-290(d), to any member of the Walker County Board of Commissioners

TERMS: The term of office of each member shall be for a five (5) year staggered term, with the following exception. Two existing terms expire on December 31, 2023. In order to stagger the board, one of these two terms will be set at three (3) years initially before becoming a five (5) year term.

Current Term Ends	New Term Begins	New Term Ends
December 31, 2022	January 1, 2023	December 31, 2027
December 31, 2023	January 1, 2024	December 31, 2026
December 31, 2023	January 1, 2024	December 31, 2028
December 31, 2024	January 1, 2025	December 31, 2029
December 31, 2025	January 1, 2026	December 31, 2030

VACANCY: In case of a vacancy on the board at any time, whether caused by death, resignation, removal or otherwise, the vacancy shall be immediately filled by the recommendation of the Chair and approval of the appointment by the Board of Commissioners. Any person appointed to fill a vacancy shall be appointed only to serve for the remainder of the unexpired term of office and shall possess the same qualifications required under this part for regular appointment to a full term of office. Said appointment shall take effect immediately and shall serve until the term of previous appointment expires.



If any section, clause, sentence, or phrase of this resolution 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 resolution.

SO RESOLVED AND ADOPTED this 12th day of January, 2023

ATTEST:

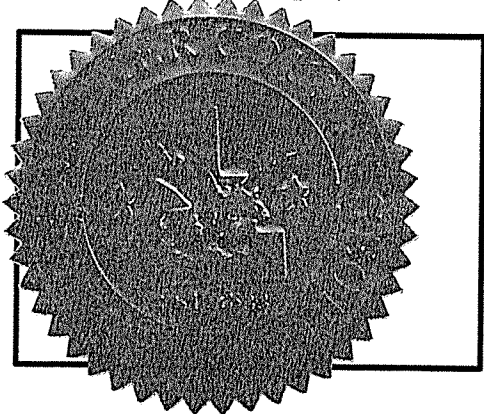
WALKER COUNTY, GEORGIA

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 Askeo, and upon the question the vote is 4 ayes, 0 nays to adopt the Resolution.



RESOLUTION R-005-23

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF WALKER COUNTY TO APPOINT A MEMBER 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, a vacancy exists on the Walker County Board of Assessors due to the expiration of a term; and

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

John Howard - for a term beginning January 1, 2023 and ending on December 31, 2027

THEREFORE, BE IT RESOLVED by the Board of Commissioners of Walker County, Georgia that the appointment of John Howard to the Walker County Board of Assessors is approved.

SO RESOLVED AND ADOPTED this 12th day of January, 2023.

ATTEST:

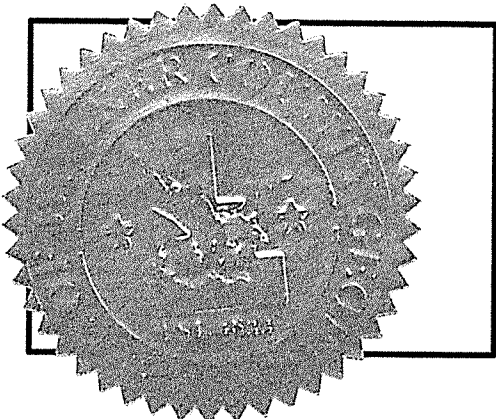
WALKER COUNTY, GEORGIA

Whitney Summey

Whitney Summey, Deputy Clerk

Shannon K. Whitfield

SHANNON K. WHITFIELD, Chairman



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

P.O. Box 445
LaFayette, GA 30728
walkercountyga.gov



Office: 706.638.1437
commissioner@walkerga.us

Shannon K. Whitfield
Chairman/CEO
Walker County, GA

January 12, 2023

Mr. John Howard,
P.O. Box 851
LaFayette, GA 30728

Dear Mr. Howard,

It is with great pleasure that I appoint you to the Walker County Board of Assessors. Your term will expire on December 31, 2027.

Thank you for your willingness to serve the citizens of Walker County and we look forward to working with you in the future.

Sincerely,

A handwritten signature in cursive script, reading "Shannon K. Whitfield".

Shannon K. Whitfield
Chairman, Walker County Board of Commissioners

PARTIES: Georgia Mountains Regional Commission;
Walker County, Georgia

SUBJECT: Digital Orthoimagery Acquisition and Delivery

TERM: December 1, 2022 to October 31, 2023

AGREEMENT

THIS AGREEMENT entered into this 31st day of December, 2022 between the GEORGIA MOUNTAINS REGIONAL COMMISSION, hereinafter referred to as the "Commission", and WALKER COUNTY, hereinafter referred to as the "County".

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereto do hereby agree as follows:

1. Description of Services The Commission shall provide the following:

Digital Orthoimagery Acquisition
6" Pixel Resolution 4-band Color Infrared Digital Orthophotography
Walker County – 467 Square Miles

Per the County's submitted area of interest (AOI), NV5 Geospatial, hereinafter referred to as the "Vendor", will acquire digital aerial photography during the collection window generally beginning on or around December 26, 2022 to February 28, 2023. Leaf off imagery will be collected when the ground is not obscured by haze, snow, smoke, dust, flood waters, fog, and deciduous trees are sufficiently barren. The solar angle will be 30 degrees or more above the horizon at the time of exposure.

Vendor will deploy the Vexcel UltraCam Eagle Mark 3 (M3) large format digital camera and airborne GPS (ABGPS), inertial measurement unit (IMU) technologies, during aerial acquisition to enable direct geo-referencing of the acquired imagery for the project.

Ground control point locations are distributed to verify all planned flight blocks are consistently tested to meet or exceed American Society of Photogrammetry and Remote Sensing (ASPRS) standards.

County's existing tiling structure/grid will be used if submitted to the Commission prior to acquisition.

Upon completion of acquisition and post processing of aerial photography, the County will leverage the Vendor's INSITE platform to

standardize the quality review process for all stakeholders. This web application will provide an easy-to-use interface for reviewing the orthoimagery providing the identification and tracking of defects within the deliverables. The application will serve as a streamlined method for online deployment of the digital orthoimagery provided via the internet for all approved stakeholders to participate in the QC review process. Early in the project, the Vendor Team will obtain a list of key staff from the County and Commission that will participate in the quality review of the deliverables. The Vendor Team will set up each of the participants with a username and password that can be used to securely log into the INSITE application.

Upon receipt of final approval from the County, the Commission will accept the deliverables for the County. The deliverables will be transferred to the County upon full completion and receipt of all deliverables mentioned in Section 3. The County will maintain ownership of the data deliverables for the project.

2. Term of Agreement: The term of this Agreement shall be from December 1, 2022 to October 31, 2023.
3. Products to be Submitted:

The final data delivery shall consist of a complete set of digital orthophoto files covering the area of interest submitted by the County, in GeoTIFF image format on portable HDD. A full mosaic image shall also be included for the County in MrSID™ format. The orthophoto files will be produced directly from the digital data with no modifications. Additionally, the County will receive a GEN 2, 3-band MrSID™ image for use with older Computer Aided Dispatch (CAD) systems. All orthophoto files will be georeferenced by the Vendor prior to delivery. World coordinate files (.tfw) files for each orthophoto file shall also be delivered. Additionally, a full set of MrSID™ format files, representing each tile and organized optimally for each county in the project area, and created with a 20:1 compression ratio, shall be provided. All digital orthophoto products shall be referenced horizontally to the Georgia State Plane Coordinate System NAD83.

Images shall be delivered in uncompressed GeoTIFF file format with no internal tiling or overviews. The GeoTIFF files shall include the following GeoTIFF tags and keys:

ModelTiepointTag;

ModelPixelScaleTag;

GTModelTypeGeoKey;
GTRasterTypeGeoKey;
ProjectedCSTypeGeoKey;
PCSCitationGeoKey;
ProjLinearUnitsGeoKey.

4. Compensation: The County shall pay the following:

County Project Amount – \$31,756

GMRC Administrative Fee – \$2,000

Total County Project Costs - \$33,756

10% Due Upon Contract Execution - \$3,375.60

40% Due Upon Completion of Acquisition - \$13,502.40

40% Due Upon Completion of Processing/Deliverables - \$13,502.40

10% Due Upon Final Acceptance/Approval - \$3,375.60

The County will be invoiced by the Commission for compensation.

5. Termination: This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party. The Commission shall be compensated for all services rendered to and including the date of termination.
6. Entire Agreement; Modification: (a) This writing constitutes the entire agreement of the parties, and no representations are made or relied upon by either party other than those expressly set forth. (b) No modification, amendment waiver, termination or discharge hereof shall be binding upon either party unless executed in writing by the parties.
7. Execution in Duplicate: This Agreement is executed in duplicate, and each of the duplicates shall be deemed to be an original and shall have the same force and effect as if it alone had been executed by the parties.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands
and affixed their seals the day and year first above written.

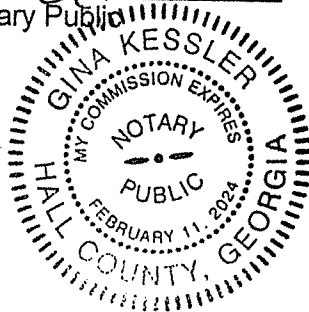
GEORGIA MOUNTAINS REGIONAL
COMMISSION

By: Heather Feldman
Heather Feldman, Executive Director

By: Ken Schubring
Ken Schubring, Council Vice Chairman

Subscribed and sworn to
in our presence:

Gina Kessler
Notary Public



WALKER COUNTY

By: Shannon Whitfield
Shannon Whitfield, Chairman
Walker County Board of Commissioners

Subscribed and sworn to
in our presence

Whitney Sumner
Notary Public



BID PACKET CHECKLIST FOR WALKER COUNTY ROOFING PROJECT 2023-01

COMPANY NAME CGS LLC

OWNER'S NAME Joaquín Contreras

PHONE # 678-542-8287 CELL PHONE # 404-234-0248

E-MAIL info@cgscontractors.com

LOCATION ADDRESS 6040 Dawson Blvd Suite K Norcross GA 30093

MAILING ADDRESS 6040 Dawson Blvd Suite K Norcross GA 30093

You must return the following information to be eligible for consideration of this project:

- ☒ THREE HARD COPIES OF BID
- ☒ PROPOSAL FORM
- ☒ CERTIFICATE OF LIABILITY INSURANCE
- ☒ WORKERS' COMPENSATION COVERAGE OR SELF-COVERAGE POLICY
- ☒ E-VERIFY CONTRACTOR & "SAVE" PUBLIC BENEFIT AFFIDAVITS
- ☒ AFFIDAVIT OF NON-COLLUSION
- ☒ REFERENCES
- ☒ COMPLETED W-9 (if applicable)

WALKER COUNTY PROPOSAL FORM

SCOPE OF WORK: Removing and disposing of old roofing materials and debris, installing new shingles and roofing components, as well as other items specified in the Scope of Work.

THIS PROPOSAL SHALL REMAIN EFFECTIVE FOR 45 DAYS.

LUMP SUM BASE BID \$ 44,100 / Fourty Four Thousand One Hundred

4' X 8' DECKING PRICE \$ 75

PER SHEET REPLACEMENT/INSTALLATION (if needed)

EXPECTED COMPLETION DATE IF AWARDED: 14 days after notice to proceed

COMPANY NAME: CGS LLC

ADDRESS: 6040 Dawson Blvd Suite K Norcross GA 30093

CONTACT: Joaquin Contreras

CELL: 678-755-8892

EMAIL: Joaquin@cgscontractors.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/30/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 678-380-1826 678-380-1827 AMERICAN SERVICES GROUP LLC 1040 INDIAN TRAIL LILBURN RD SUITE C-2 LILBURN, GA 30047	CONTACT NAME: AMERICAN SERVICES GROUP LLC PHONE (A/C, No, Ext): 678-380-1826 FAX (A/C, No): 678-380-1827 E-MAIL: col@american1040.us ADDRESS:
INSURED 678-755-8892 CGS LLC 6040 Dawson Blvd Ste F Norcross, GA 30093 valeria@cgswaterproofing.com	INSURER(S) AFFORDING COVERAGE INSURER A: WESTERN WORLD INSURANCE COMPANY 13196 INSURER B: INSURER C: SCOTTSDALE INSURANCE COMPANY 41297 INSURER D: TECHNOLOGY INSURANCE COMPANY 42376 INSURER E: INSURER F:

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:		NPP8928960	11/18/2022	11/18/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 1,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$		XBS0162421-2	11/19/2022	11/19/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ Y N/A	TARGA83433-07	10/22/2022	10/22/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The policy applies to the Workers Compensation Law of the States listed here: GA, SC
Classification: Remodeling Excluded: Joaquin Contreras.

CERTIFICATE HOLDER	CANCELLATION
Insured Information.	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Guadalupe Minihane

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contract No. and Name: Walker County Roofing Project 2023-01

Contractor's Name: Joaquin Contreras - CGS LLC

STATE OF GEORGIA
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, firm, or corporation which is contracting with Walker County has registered with and is participating in a federal work authorization program*, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Walker County, Contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit provided or using a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to Walker County and the Georgia Department of Transportation at the time the subcontractor(s) is retained to perform such service.

1414547

5-21-2019

EEV / E-verify™ User Id (Account) Number

Date of Authorization

Joaquin Contreras

12/28/2022

BY: Authorized Officer or Agent
(Contractor Name)

Date

Owner / CEO

Title of Authorized Officer or Agent of Contractor

Joaquin Contreras
Printed Name of Authorized officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

28 DAY OF December, 2022

Alexandra Serina
Notary Public



My Commission Expires: 2-09-26

*any of the electronic verification work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603

GEORGIA SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS AFFIDAVIT

Contract No. and Name: Walker County Roofing Project 2023-01

Instructions: As required by Georgia Security and Immigration Compliance Act of 2006, as amended, every agency administering or providing Public Benefits is responsible for requiring that applicants for public benefits execute a sworn affidavit verifying the applicant's lawful presence in the United States (Ga. Code 50-36-1(f)(2)). The applicant shall execute this affidavit in front of a Notary and return it to the county along with the associated application, renewal form, contract, bid packet, or other applicable document.

By executing this affidavit under oath, as an applicant for CGS LLC
(Occupational Tax license or Alcoholic Beverage license or any other Public benefit) as referenced in O.C.G.A. § 50-36-1, from Walker County, the undersigned applicant verifies one of the following with respect to my application for public benefit. (Please check one)

- 1) ☒ I am a United States citizen. (REQUIRES VERIFICATION AT SUBMISSION)
2) ☐ I am a legal permanent resident of the United States.
3) ☐ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency. My alien number issued by the Department of Homeland Security or other federal immigration agency is: _____

The undersigned applicant has also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by Georgia Law O.C.G.A. § 50-36-1(f) (1) A complete list of secure and verifiable documents on back of this form.

REQUIRES VERIFICATION AT SUBMISSION – Which type of secure and verifiable document was provided with this affidavit? American Passport

In making the above representation under oath, I understand that any person who knowingly and willfully who makes a false, fictitious, or fraudulent statement or representation in this affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

I, Joaquin Contreras (representative for) CGS LLC
(Printed NAME of individuals and natural person) (Name of BUSINESS, corporation, partnership, etc.)

[Signature] 12/28/2022
(Signature of Applicant) (Date)

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 28 DAY OF December, 20 22

Executed in Gwinnett + NORCROSS (City/County), Georgia (State)

[Signature] 2-09-26
Notary Public My Commission Expires



UNITED STATES OF AMERICA

PASAPORTE
PASSEPORT
PASAPORTE

SIGNATURE OF BEARER / SIGNATURE DU TITULAIRE / FIRMA DEL TITULAR

UNITED STATES OF AMERICA

Surname / Nom
CONTRERAS ALVAREZ

Given Names / Prénoms / Nombres
JOSUIN DANIEL

United States of America

Date of birth / Date de naissance / Fecha de nacimiento
19 May 1988

Place of birth / Lieu de naissance / Lugar de nacimiento
PERU

Date of issue / Date de délivrance / Fecha de expedición
21 Aug 2017

United States of America
Department of State

PERU

P<USACONTRERAS<ALVAREZ<JOSUIN<DANIEL<<<<<<
5567307803USA8805197462008297741003773<214168

WALKER COUNTY AFFIDAVIT OF NON-COLLUSION

LOCATION: Walker County, Georgia

STATE OF: Georgia

COUNTY OF: Gwinnett

Joaquin Contreras

Being first duly sworn, deposes and says that he / she is

Sole Owner

(sole owner, partner, president, secretary, etc. . . .)

The party making the foregoing Proposal: that such Proposed Fee is genuine and not collusive; that said Respondent has not colluded, conspired, connived, or agreed, directly or indirectly, with another Respondent or person, to put in a sham Proposal, or that such other person shall refrain from responding to the Request for Proposals, and has not in any manner, directly or indirectly, sought by agreement or collusion, or any communication, or conference, with any person to fix the amount of bids of affiant or any other Respondent, or to fix any overhead, profit, or cost element of said amount of bids, or of that of any other Respondent, or to secure an advantage against Walker County or any other person interested in the proposed contract; and that all statements contained in said Proposal are true, and further, that such Respondent has not directly or indirectly submitted this Proposal, or contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

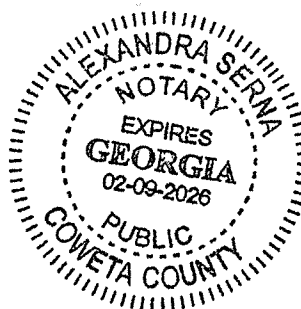
Affiant

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

28 DAY OF December, 2022

Notary Public

My Commission Expires: 2-09-26



References for Walker County Roofing Project 2023-01

The Contractor must provide at the time of bid opening a list of contact numbers, addresses and a contact person from three (3) jobs completed having similar specification within northwest Georgia. Walker County requests three (3) references where work of a similar size and scope has been completed.

1. Company Name: City Schools of Decatur
Description of Project: Re-roofing of 6 schools
Completion Date: 12/2022
Contact Person: Sergio Perez - Facility Manager
Telephone: 404-683-3919
Email address: sperez@csdecatur.net

2. Company Name: City of Norcross
Description of Project: Re-Roofing of City Hall Roof
Completion Date: 9/2022
Contact Person: John Davis
Telephone: 770-550-2931
Email address: jdavis@norcrossga.net

3. Company Name: Gwinnett County Government
Description of Project: Mountain Park Aquatic Center & Activity Building
Completion Date: 12/2022
Contact Person: Jeremy Vanoy
Telephone: 770-653-0054
Email address: jeremy.vanoy@gwinnettcounty.com

**Request for Taxpayer
Identification Number and Certification**

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
2 Business name/disregarded entity name, if different from above CGS LLC		
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► S Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any): _____ Exemption from FATCA reporting code (if any): _____ (Applies to accounts maintained outside the U.S.)	
5 Address (number, street, and apt. or suite no.) See instructions. 6040 Dawson Blvd Suite K	Requester's name and address (optional)	
6 City, state, and ZIP code Norcross GA 30093		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requestor* for guidelines on whose number to enter.

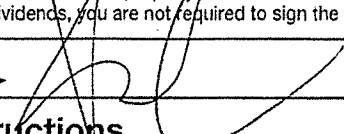
Social security number	
or	
Employer identification number	
36	-4806618

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition, or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► 	Date ► 11/28/2022
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

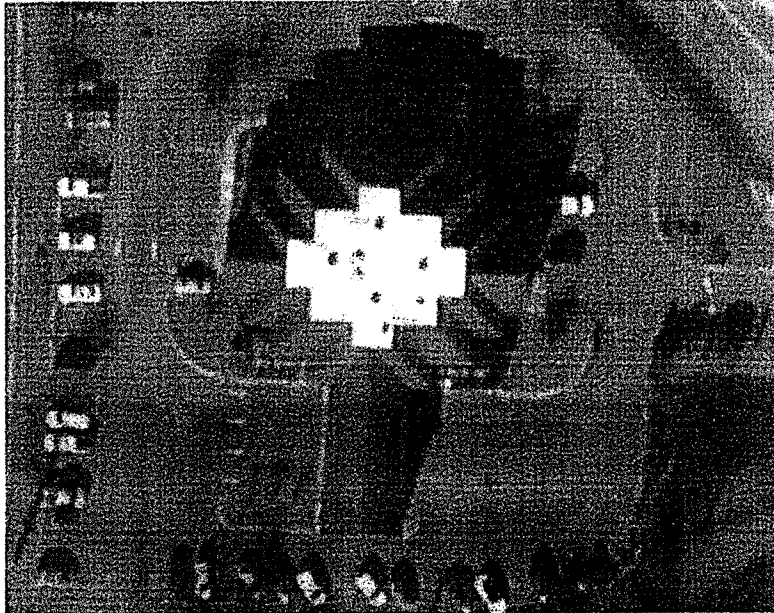
- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Precise Aerial Measurement Report

Prepared for you by Contreras General Services



122 Highway 95, Rock Spring, GA 30739-2332

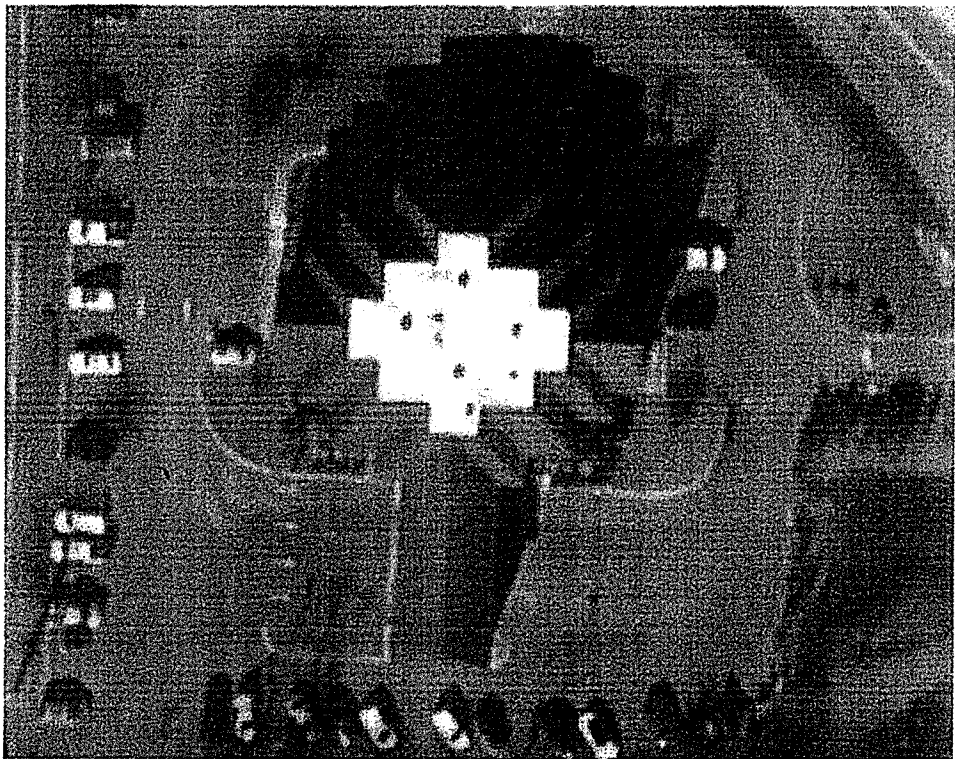


CGS LLC
6040 Dawson Blvd Suite K
Norcross GA 30093

tel. 404-234-0248
email: info@cgscontractors.com

Measurements provided by:  eagleview™

122 Highway 95, Rock Spring, GA 30739-2332



Report Details:

Report: 50029935

Property Details

Total Roof Area = [Click here](#) to assign pitch values and your report will be generated.

Total Roof Facets = 27
Longitude = -85.2403141
Latitude = 34.8192885
Number of Stories >1

[Online map of property](#)

Report Contents

Notes Diagram.....	2
Facet Area Table.....	3

Contact: Humberto Contreras

Company: CGS , LLC

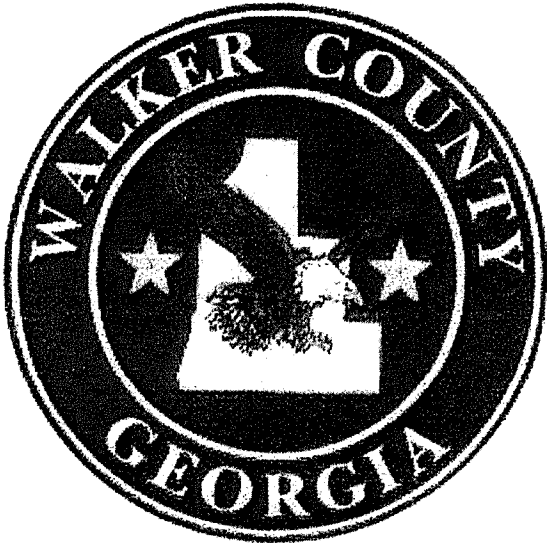
Address: 9060 Dawson Dr Suite k
Norcross, GA 30093



SATISFACTION
GUARANTEED

EXTENDED
COVERAGE

Disclaimer: This report was produced using EagleView Extended Coverage Technology. Due to a variety of reasons including but not limited to tree coverage, poor imagery, low photo resolution or other blockage(s), this report DOES NOT offer an accuracy guarantee. EagleView recommends that anyone using this report first verify the measurements. Measurements provided by EagleView.





CGS Waterproofing
6040 Dawson Blvd. Suite K
Norcross GA 30093
404-234-0248
www.cgswaterproofing.com

Cover Letter & Statement of Interest

Dear Members of the selection committee,

I write to you in response to the Bid Walker County Roofing Project 2023-01. As a highly competent family-owned, minority certified and 'Contractor of the Year' awardee, CGS is the company that Walker County needs to successfully, and efficiently, complete this project.

The Team -- With more than 10 years in the market, CGS has a team of over 60 construction professionals, engineers, architects, designers and equipment operators. In every project, CGS has readily available Certified Waterproofing Specialists (CWS), Certified Structural Repair Specialists (CSRS), Master Roofer by GAF, Elite Roofer by IKO, Certified Installer by TREMCO Commercial Sealant and Waterproofing, Certified Applicator by POLYGLASS Roofing and Waterproofing systems, etc. Having personnel with vast certifications gives our clients the peace of mind that not only do we stand behind our warranty, but the product manufacturer does as well with a NDL warranty on every job completed by CGS.

Our Promise -- As a team, we make sure to deliver state of the art services while, simultaneously, offering affordable prices. We offer quality materials, efficient use of our and our clients' time, sustainable practices and the minimization of the impact to the operating facilities. To achieve this level of excellency, CGS went through an array of training and experiences that led the team to form the perfect equation. Keeping change orders to the minimum is one of our goals, as well as delivering on time. Our specific plan of action considers every possible case scenario in order to be prepared for the unexpected. When presenting our response, please know that even the wildest situation has been considered and added to this pristine formula. We are always prepared; stayed in budget and delivered within the recommended timeframe. Most importantly, we pridefully take ownership of the success of your project and deliver a comprehensive solution that provides you with confidence along the way. Previously completed successful jobs in various municipalities and educational facilities are a litmus test of CGS workmanship.

The Right Fit -- Each professional brings relevant experience from former large to mid-size occupied buildings. From the beginning to the end of the of each project, every members in CGS plays a key role in the delivery of our services. Our team leads site investigation, schedule, manage and evaluate accordingly, thus creating a cohesive environment where all the parties involved work in a synchronized way to deliver a successful end-result.

Awards/Acknowledgements -- CGS was awarded contractor of the year 2021 by the Georgia Hispanic Construction Association. We strive to be the best choice for our clients. Keeping 5 stars rating on many rating platforms such as HomeAdvisor, Yelp, Google Reviews, Angie's List, Thumbtack and many more. As well as keeping an A+ rating from the Better Business Bureau.

We are excited to bid for the opportunity to share our passion for improving facilities while making lasting relations.

Respectfully,

Joaquin Contreras

Joaquin Contreras,
CEO & Founder of CGS LLC



Section 1 – Executive Summary

CGS is a minority-certified family-owned construction company with over ten years of experience. For the past ten years, we have been the “go-to” contractors for the private sector, governmental agencies and individuals across Georgia. We have multiple crews available to complete everything from little repairs to a complete building remodel. While our foreman have many years of experience, we always make sure they have a project manager assign to every worksite to oversee the project. Our project manager will work alongside our foremen to complete all given projects in an efficient and exceeding manner. CGS does not only deliver state of the art service which encompasses quality materials, efficient use of time, sustainable practices and fair pricing but also an unbeatable experience.

Company : CGS

Ownership: Domestic Limited Liability Company

Contact: Joaquin Contreras

Address: 6040 Dawson Blvd Suite K
Norcross, GA 30093

Telephone: 404-234-0248

E-mail: info@cgscontractors.com

Number of years in business: 10

D-U-N-S® Number: 106601835

State: Georgia

Number of Employees: 28

STATE OF GEORGIA

Secretary of State
Corporations Division
313 West Tower
#2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

CERTIFICATE OF ORGANIZATION

I, Brian P. Kemp, The Secretary of State and the Corporations Commissioner of the State of Georgia, hereby certify under the seal of my office that

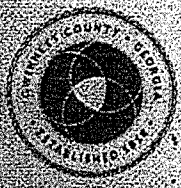
CGS LLC
a Domestic Limited Liability Company

is hereby issued a CERTIFICATE OF ORGANIZATION under the laws of the State of Georgia on January 10, 2015 by the filing of all documents in the Office of the Secretary of State and by the paying of all fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on February 13, 2015



B. P. Kemp
Brian P. Kemp
Secretary of State

	Gwinnett County Licensing and Revenue 446 W. Crogan Street Lawrenceville, GA 30046		2022 NOT TRANSFERABLE
	DISPLAY THIS CERTIFICATE AT BUSINESS LOCATION FOR PUBLIC VIEW		
Date Issued: February 9, 2022 Expires: March 31, 2023		Certificate Number: 2022100190 Fee: \$488.40	
Business Name: CGS LLC Description: All Other Specialty Trade Contractors			
STATE TO: CGS LLC 6040 DAWSON BLVD. K NORCROSS, GA 30093-1249		Business Location 6040 DAWSON BLVD STE F NORCROSS, GA 30093-1258	
Only valid at this location and when location conforms to Gwinnett County Ordinance			



Project Team and Personnel Capabilities

Joaquin Contreras - CEO / Founder
Bachelors in Business Administration
Georgia State University

- Joaquin Contreras has over a decade worth of construction experience up his sleeve. From residential to commercial projects, Joaquin has seamlessly transitioned to contracting with governmental agencies, such as projects with City School of Decatur, Fulton County, DeKalb County and many in the private sector.
- With such a diverse portfolio and a vast amount of experience, Joaquin can foresee the unexpected thus allowing him to be an avid problem-solver and a hands-on leader at CGS.
- He manages the project managers and ,at times, the superintendents on site, oversees pricing and strategy development.
- Joaquin has an ongoing presence during projects therefore, when it comes to mid-size and large projects, he will ultimately be the point of contact. Specially if we were to be awarded this project.



Humberto Contreras- Vice- President/ Co-Founder
Bachlors in Industrial Engineering
University of Lima



- Humberto Contreras is the co-founder of CGS and has been in the construction industry for over two decades. He has vast knowledge and experience when it comes to the field making him one of our most crucial directors.
- Because of Humberto's engineering background, he has become a key administrator in crew operations and system development.
- As the lead project manager director, Humberto oversees the project superintendents at each job site. He makes the final decision in implementation and coordinates our project
- Humberto's role with the company/project will be to coordinate between superintendent and crews to ensure daily operations run smoothly. He handles operations with our clients and assigns projects and routes to our crews.
- Humberto runs individual daily inspections, and as requested, jointly with the client



Project Team and Personnel Capabilities



Edward Bakhos- Project Superintendent

Edward Bakhos is a Business management major with a focus on construction management. His journey began as a field worker and soon progressed to project superintendent. In CGS consist of delivering materials, communication with the crew and project managers, and ensuring day-to-day operations run as smooth as possible.



Carlos Martinez- Project Superintendent & Roof specialist

Carlos Martinez is our GAF certified roof specialist. After working in labor for five years, Carlos specializes in not only residential, but also commercial roofing. He has replaced roofs of multiple Home Depots nationwide, factories, hospitals all over the Southeast. After countless successful commercial projects, Carlos now specializes in commercial roofing. He is responsible for communicating any issues, accommodating plans due to weather, and managing our teams.



Valeria Contreras- Office Manager/ Data Analyst

Valeria Contreras is our office manager. She deals with all administrative duties such as receivables, accounts payable, and coordinates with all project managers on scheduling projects. She specializes in customer service and makes it her mission to make all processes run smoothly. Valeria also is in charge of choosing the best software available in the market. She is involved with all the technological aspects of the company.

Rene Noussimie - Touko- General Contractor – Lic # GCQA003051

With more than a decades of General Contracting experience. Rene has been a contributed a lot in CGS's success. He oversees building projects from initiation to completion. He has an innate ability to lead diverse teams. He is hands-on and works on the project to ensure that it is completed per specifications.

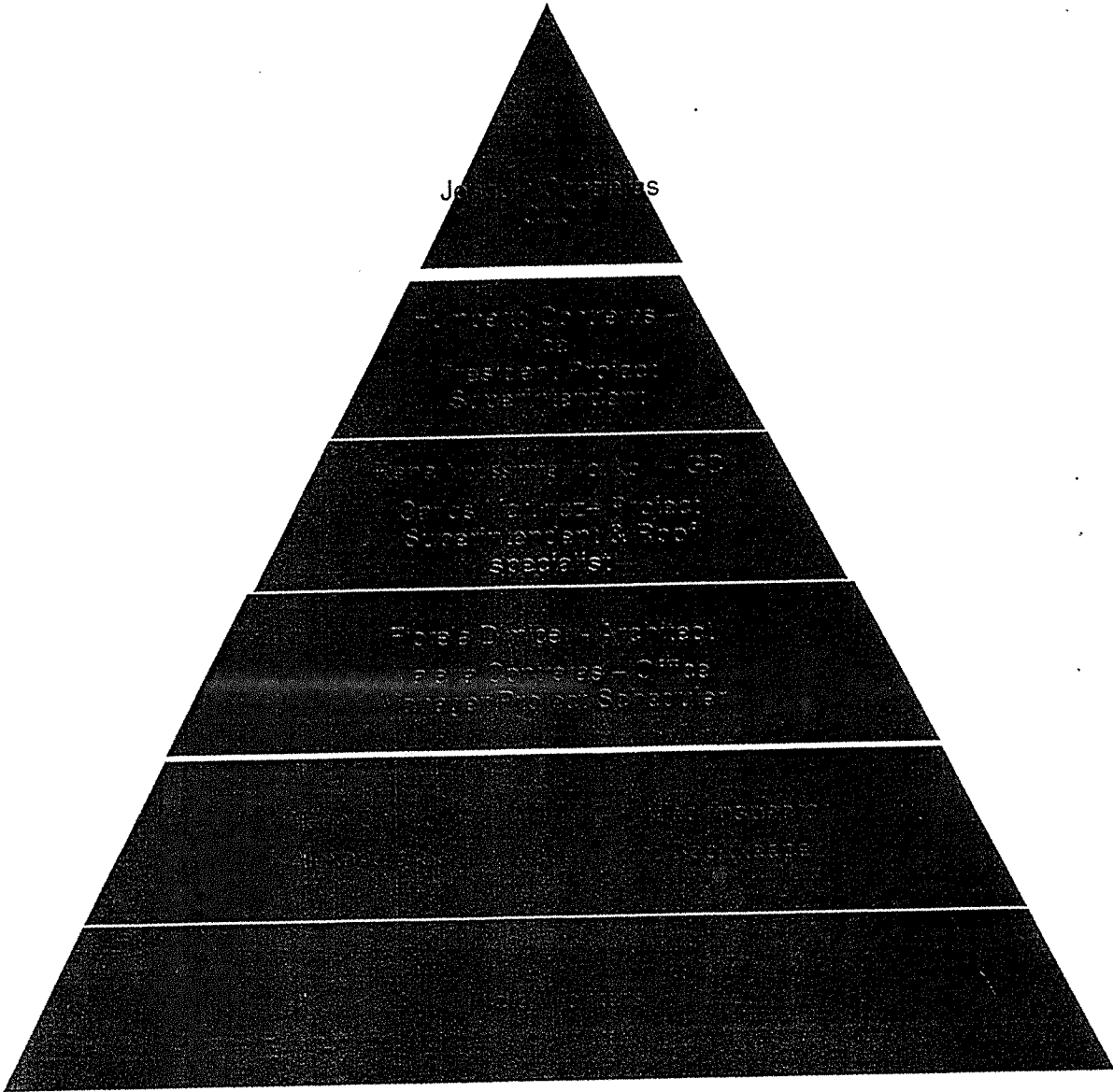
Alexandra Serna - Accountant/Bookkeeper : Alexandra is our bookkeeper and expeditor. She has proficient knowledge on Quickbook, Microsoft Office and Buildertrend. She has been working with CGS for half a decade to help CGS with its administrative needs.

Diego Contreras- OSHA certified inspector: Diego Contreras is the OSHA certified project manager. He has worked with CGS since it first opened and has made it his mission to ensure all projects are completed efficiently and safely. His role is to make sure that all workers are safe when they complete any projects. She has done a diligent job since our workers have not suffered any work-related injuries.

Fiorella Dimeceli- Architect : Fiorella is a Kennesaw State University graduate with a bachelor in Architecture. She has close to a decade in experience and will be contacted when any architectural services are needed.

Project Team and Personnel Capabilities

Organization's Chart



Experience and Past Performance

At CGS we like to consider ourselves the one stop shop for all our clients' needs. In order to be the one stop, we have to be able to complete jobs from all assortments and complete them flawlessly. After many years working on our art, we can confidently say we are able to fulfill all construction needs a client of our needs or desires. Below are jobs of different scopes to different clients that prove that CGS is their one stop shop.

Chattooga County School District Summerville Middle School (December 2021) \$375,000

Last year we were awarded a roof replacement and gutters system for Chattooga County. Safety coordination was a major constituent for the project as the scope was completed while school was in session. CGS's point of contact, Joaquin Contreras, and the project manager, Carlos Martinez, encouraged discussion from the outset. By having an open discussion, we were able to determine the standards or issues to resolve; the statement of work was an excellent starting point providing the basis for both parties to identify the gaps, conditions, and expectations that needed to be addressed.

City Schools of Decatur RFP 21-006 General Contracting Services (January 2022 – present) 2.8 million

RFP 21-006 is a general contracting bid requested by City Schools of Decatur. By winning this RFP, it made CGS the School Systems' go to general contractors for their 10 schools for the next three years. We value this project as we are able to show how skillful the CGS team is in all areas. Our field crews quickly complete any and all projects solicited by the county, our project managers are able to coordinate new projects to get them done in a timely manner, and the office staff is able to stay on top of all material orders for all projects.

City School of Decatur RFP 21-002 Roofing Repair/ Replacement \$1,400,000

CGS was awarded the replacement of 6 schools for City Schools of Decatur. CGS had to deal with a material shortage in the middle of COVID Pandemic, able to obtaining material within the time frame expected. Work was carefully coordinated with each school principal since the roofs had to be completed while student attended. The safety of our team and the students is number one priority for us. Roofs were completed with no incident and keeping change orders to the minimum.



Experience and Past Performance

City of Decatur

Decatur Legacy Park stone Dairy Barn Pavilion Build-Out (July 2022)

\$138,000

Not to get confused with City Schools of Decatur, City of Decatur is its own entity. We are the go-to contracting company for the City of Decatur. Multiple facilities have already been repaired and renovated by our team. Different facilities mean different types of projects in most of them, yet we are able to complete in a timely manner for the city. In this particular project, CGS completed Interior structural improvements, exterior cosmetics, and electrical work.

Cobb County School District

RFP P0822, Roofing Time and Material

Similar to the RFP solicited by Cherokee County and City Schools of Decatur, Cobb County also requested a Construction time and Material Bid. Excited to work with another school district, we won the bid which makes CGS Cobb's Roofing specialist. Any leak or roof damaged that occurs at a facility, we repair.

Watermark Restoration

Watermark Restoration is one of the biggest restoration company in the Southeast. We have been working with Watermark for about 8 years now and slowly worked our way into being their designated contractors in Georgia. The variability of our workman's craft can be confirmed with Watermark as we have done over hundreds of projects for them of different sorts.

Pathlight Property Management

Sharon Campana – Project Manager

Pathlight Property Management are property managers for Home Partners of America. They are in charge of making sure all their property listings are maintained and well put for their renters. CGS assists Pathlight with any repairs the company needs in order to satisfy their customers or pass building inspections. We have done minor repairs to full roof replacements, waterproofing systems, siding replacements, and retaining walls. There has not been a project we have not been able to complete for them which is something we take pride in.

Frayer & Judge

James Judge - Owner

Frayer & Judge is a construction company we work closely with. From the start, the members of Frayer & Judge has trusted CGS to complete work for the clients. We have completed roofing repairs/replacements, 24/7 emergency response, siding replacements and carpentry work.



Experience and Past Performance



Vision

We will build the foundation for all children to be their best, achieve their dreams, and make the world a better place.

December 14th, 2022.

To Whom It May Concern:

For the past five years, I have been using CGS Waterproofing LLC for general contracting, roofing replacement and repairs, concrete work, gutters, waterproofing, fencing, renovations, sheetrock, painting, and more. I have always been completely satisfied with the project results and performance, fair and reasonable pricing, and outstanding craftsmanship.

I highly recommend CGS Waterproofing LLC for all roofing, waterproofing, and construction projects. The vendor completed the work projects on time and within budget providing quality materials and accurate information, responding promptly, and complying with OSHA requirements and other Federal, State, and local laws and regulations.

Please feel free to contact me if you need additional information.

Sergio Perez, FMP, SFP
Chief Operating Officer | City Schools of Decatur
Elizabeth Wilson School Support Center
125 Electric Avenue | Decatur, GA 30030
sperez@csdecatur.net | <http://www.csdecatur.net>
Office • 404.371.3601

Jana Johnson-Davis	James Hamdon	Tasha R. White	Carmen Sulton	Hans Utz
Chair	Vice Chair	Board Member	Board Member	Board Member



Project Approach

CGS shall reasonably ensure that the Services and Work are performed that the Projects are constructed in a manner that meets the requirements of all applicable Laws relating to the design, construction, occupation, and operation of the Project, including, but not limited to, building codes, fire and safety regulations, and environmental regulations. Such Applicable Laws shall be deemed minimum standards for the Project.

CGS shall maintain a log of daily reports ("Daily Log") which shall identify daily weather conditions and any impact on the Work caused thereby, personnel on-site, all Subcontractors working each day and the number of employees of each on the project, the Work accomplished each day, any equipment failures or breakdowns, any procurement or delivery problems, any job site accidents or injuries, any safety or environmental violations, warnings or citations, and any other events, circumstances, or occurrences impacting the progress or cost of the Project. Statement of work includes, but is not limited to:

- Site analysis and Mobilization Plan for each job site
- Management and execution of a Safety Plan
- CGS Work site Rules (following page)
- Prepare project schedule and monthly updates
- Provide necessary Insurance COI's
- Provide 100% Performance and Payment Bonds before Construction if required
- Suggest value engineering alternatives and incorporate same into the plan once approved
- Management and execution of all required permits
- Management and execution of all Construction Phase activities
- Management and implementation of the Post Construction Phase
- Execute fully the requirements and intent of the RFP

Our services include:

- Roofing
- Carpentry
- Masonry
- MEP's
- Demolition
- Mold Remediation
- Asbestos Removal
- Welding
- Asphalt and Concrete
- Flooring
- Acoustical ceiling
- Waterproofing
- Structural Repairs
- Drywall and Painting



Work Site Rules

CGS makes sure the client always first, by following job site rules

- All trades shall have a designated foreman or supervisor on the job site while they are working. The foreman or supervisor shall sign in daily at the job site and indicate how many workers are on the site
- All material deliveries shall be coordinated with the Design/Builder's on-site superintendent.
- All visitors to the job site shall check in with the Design/Builder's supervisor as soon as they come on the property.
- All individuals shall park personal and work vehicles in areas designated by the Design/Builder's superintendent.
- All individuals present at the job site shall comply with all applicable Federal, State, and local safety regulations. Hard hats shall be worn by all construction personnel and authorized visitors within the limits of Construction. Protective eyewear hearing protection, respirators, dust masks, and gloves shall be worn as needed.
- All individuals present at the job site shall comply with local noise and work hour regulations or ordinances.
- Hard-soled shoes shall be worn. Shirts are required. All workers shall dress appropriately for weather and work conditions.
- No smoking is permitted on or near the job site.
- No drugs or alcoholic beverages are allowed on the job site before, during, or after work hours.
- No pets associated with the Design/Builder or Subcontractors will be allowed at the job site.
- All workers shall use the chemical toilet provided by the CGS
- Profanity, offensive language, unprofessional behavior, and unkempt appearances will not be tolerated.
- Workers may eat on-site only in areas designated by the Design/Builder's superintendent. Food debris shall be disposed of in approved containers.
- All individuals shall treat other individuals present at the job site with respect and sensitivity to racial, cultural, and gender differences.
- Workers shall not communicate or associate with students, parents, or employees of the School District.
- All workers shall remain within the limits of Construction and shall not enter any of the Owner's other facilities.
- Trespassing on the adjacent property will not be tolerated.
- Everyone is responsible for protecting the Owner's property as well as the work of other trades. Any damage or installation conflicts shall be reported immediately to the Design/Builder's
- Radios shall not be used.
- The job site shall be kept tidy. All materials and tools shall be kept in a safe and orderly fashion. Clean up and remove your construction debris on a daily basis.
- Each trade is responsible for cleaning up after themselves.



Contractor of the Year

MEET THE
BUILDING GEORGIA
AWARDS 2021
WINNERS

ghca
BUILDING
GEORGIA

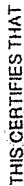
10th Annual
AWARDS
Gala

CONTRACTOR OF THE YEAR



JOAQUIN CONTRERAS





CGS LLC

.. Nationally certified by the: **GEORGIA MINORITY SUPPLIER DEVELOPMENT COUNCIL**

NAICS Code(s): 236220; 238170; 238130; 238160; 238190; 238910; 238990; 238140; 238310; 238340

examined in their product covers as defined by the North American Industry Classification System (NAICS)

06:30:2022

AT241525

Issued Date

Certificate Number

Ying McGuire

Ying McGuire
NMSDC CEO and President

Atlaeg King

04/30/2023

Expiration Date	Amount
12/31/2011	100.00
12/31/2012	100.00
12/31/2013	100.00
12/31/2014	100.00
12/31/2015	100.00
12/31/2016	100.00
12/31/2017	100.00
12/31/2018	100.00
12/31/2019	100.00
12/31/2020	100.00
12/31/2021	100.00
12/31/2022	100.00
12/31/2023	100.00
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12/31/2025	100.00
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12/31/2079	100.00
12/31/2080	100.00
12/31/2081	100.00
12/31/2082	100.00
12/31/2083	100.00
12/31/2084	100.00
12/31/2085	100.00
12/31/2086	100.00
12/31/2087	100.00
12/31/2088	100.00
12/31/2089	100.00
12/31/2090	100.00
12/31/2091	100.00
12/31/2092	100.00
12/31/2093	100.00
12/31/2094	100.00
12/31/2095	100.00
12/31/2096	100.00
12/31/2097	100.00
12/31/2098	100.00
12/31/2099	100.00
12/31/2100	100.00

Stacey Key, President and CEO

By using your password (NLM/SDC issued only), authorized users may log into NMSDC Central to view the entire profile: <http://nmsdc.org>

Cerify, Develop, Connect, Advocate.

* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.⁵⁰



Certifications

Tremco Incorporated



Local Office: 292 Old Rosser Rd, Stone Mountain, GA 30087

www.tremcosealants.com

Chris Mayhew
Senior Technical Sales Rep
P 930.651.9680
M 404.805.2739
cmayhew@tremcoinc.com

Joaquin Contreras
CGS Waterproofing
6040 Dawson Blvd, Suite K
Norcross, GA 30093

March 8, 2022

RE: Approved Applicator – Tremco Willseal 600

Dear Joaquin,
CGS is an approved applicator of Tremco's Willseal 600 product. Please feel free to contact me with any questions or concerns.

Sincerely,
Chris Mayhew, CDT, ABAA Certified
Senior Technical Sales
Tremco CPG



Certifications



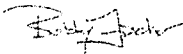
CGS Waterproofing LLC

is a Master Commercial Roofing Contractor for GAF

As a GAF Master, this contractor has demonstrated a commitment to education, experience, and continuous education. They have pledged to ensure that each customer's expectations are fully met and exceeded.

GAF ID: 1131776 Valid Through: 02/2022 Member Since: 02/2001


Jim Schnepfer
President and CEO, GAF


Bobby Fischer
President and CEO, CGS

Guarantees offered



This is to certify that

Joaquin Contraras

is hereby recognized as a CertainTeed Master Shingle Applicator
having passed the MSA test in the CertainTeed Shingle Applicator's Manual

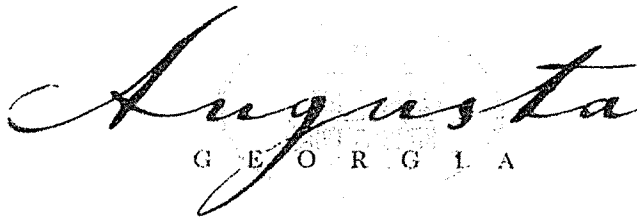


By: _____
Date: _____

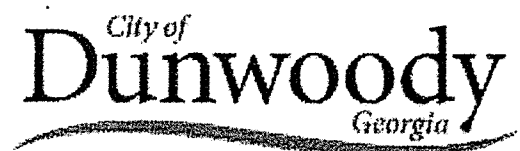
MSA 2-2022



Some of our clients



Chattooga County
School District
Expect Success



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. 2023-00000463

DATE 01/05/2023

VENDOR 49 JENKINS CHRYSLER-DODGE-JEEP INC

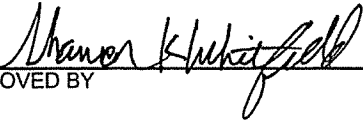
CONTACT

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

DELIVER BY
SHIP VIA
FREIGHT TERMS
ORIGINATOR
RESOLUTION #
PAYMENT TERMS

Christopher Anderson

QUANTITY	U/M	DESCRIPTION	UNIT COST	TOTAL COST
10.0000	EA	Capital - Vehicles	\$37,762.4000	\$377,624.00
			TOTAL DUE	\$377,624.00


APPROVED BY

SPECIAL INSTRUCTIONS



Walker County Departmental Statistics - December 2022

Department		Monthly Totals						YTD Totals		Yearly Totals		Yearly Totals		Yearly Totals			
Animal Shelter		November		December		2022		2021		2020		2019		2018		2017	
		Dogs	Cats	Dogs	Cats	Dogs	Cats	Dogs	Cats	Dogs	Cats	Dogs	Cats	Dogs	Cats	Dogs	Cats
Intake		75	11	110	6	1,138	452	1,322	648	1,093	516	1,094	295	1,176	25	1,628	979
Outake (Adopted, Rescued, Returned)		57	13	146	6	1,172	433	1,281	624	1,091	474	1,099	279	1,012	47	1,134	444
Adopted		17	7	27	6	191	150	31	91	33	65	208	152	138	34	217	147
Rescued		29	5	100	0	720	245	999	494	919	397	766	119	749	13	686	295
Returned to Owner		11	1	18	0	249	17	238	18	119	6	112	3	125	0	231	2
Euthanized		4	0	1	0	35	27	17	23	20	6	31	7	56	2	336	396

Codes Enforcement & Litter	November	December	2022	2021	2020	2019	2018	2017
In Compliance	9	30	3,553	19,409	6,672	9,309	5,124	4,745
Violations	9	13	320	402	343	435	857	1,469
Closed Cases	5	3	73	154	161	58	339	480
Roadside Trash Pounds	5,700	23,420	74,000	143,723	143,800	143,330	122,912	123,020

Elections	November	December	2022	2021	2020	2019	2018	2017
Registered Voters	364	222	43,200	43,025	43,719	40,281	38,202	35,842

Fire Department	November	December	2022	2021	2020	2019	2018	2017
Calls for Service	522	544	6,148	4,173	3,478	6,091	5,670	4,441
Units Handling Calls for Service	820	838	9,433	7,024	5,705	8,815	6,359	4,742
Smoke Alarms Installed	11	13	190	368	322	781	228	21

	November	December	2022	2021	2020	2019	2018	2017
Mountain Cove Farms								
Total Nights Booked	172	32	1,016	892	840	1,102	908	525

Planning	November	December	2022	2021	2020	2019	2018	2017
Single Family New Home Construction	10	9	142	157	150	128	124	135

Public Relations	November	December	2022	2021	2020	2019	2018	2017
Media Impressions (stories)	19	18	327	460	460	451	509	603
Facebook Followers Added	68	110	2,722	1,227	2,768	1,880	2,182	4,615
Facebook Posts (main page)	26	29	342	519	888	602	487	594
WalkerCountyGA.gov views	39,304	43,323	504,354	568,384	668,051	357,989	316,285	399,087
Newsletter Subscribers Added	22	28	345	1,376	1,104	971	925	1,184

	November	December	2021	2020	2019	2018	2017
Public Works							
Patching/Potholes	329	32	4,157	5,785	6,148	4,798	no data

	November	December	2022	2021	2020	2019	2018	2017
Walker Transit								
Total Trips	2,299	2,210	27,869	18,420	17,436	26,535	21,551	24,938

Best Friends: Data Matrix

Criteria:

Enter from date: 12/01/2022

Enter to date: 12/31/2022

	Species					
	Canine			Feline		
	Adult	Up to 5 months	Unknown Age	Adult	Up to 5 months	Unknown Age
Beginning Animal Count 2022-12-01	82	25	0	9	5	0
Intakes: Stray/At Large	34	2	0	0	0	0
Intakes: Transferred in from Municipal Shelter	0	0	0	0	0	0
Intakes: Transferred in from Other Rescue Group	0	0	0	0	0	0
Intakes: Owner Requested Euthanasia	2	0	0	1	0	0
Intakes: Relinquished by Owner	15	13	0	2	0	0
Intakes: Returns	5	0	0	0	0	0
Intakes: Other Intakes	35	9	0	3	0	0
Live Outcomes: Adoption	26	1	0	6	0	0
Live Outcomes: Returned to Owner	16	2	0	0	0	0
Live Outcomes: Returned To Field	0	0	0	0	0	0
Live Outcomes: Transferred to Municipal Shelter	0	0	0	0	0	0
Live Outcomes: Transferred to Other Rescue Group	64	36	0	0	0	0
Live Outcomes: Other	0	0	0	0	0	0
Other Outcomes: Died in Care	0	0	0	1	0	0
Other Outcomes: Lost in Care	0	0	0	0	0	0
Other Outcomes: Euthanasia	1	0	0	0	0	0
Other Outcomes: Owner Requested Euthanasia	0	0	0	0	0	0
Ending Animal Counts 2022-12-31	67	4	0	9	3	0
Spays/Neuters: Pre-Adoption	27	1	0	0	0	0
Spays/Neuters: Free for Low-Income Families	0	0	0	0	0	0
Spays/Neuters: Low-Cost for Low-Income Families	0	0	0	0	0	0
Spays/Neuters: Low-Cost for General Public	0	0	0	0	0	0
Spays/Neuters: TNR	0	0	0	0	0	0
Spays/Neuters: Other	0	0	0	0	0	0

**WALKER COUNTY BOARD OF COMMISSIONER
EXECUTIVE SESSION
AFFIDAVIT**

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

1.

The Walker County Board of Commissioners met in an open and duly advertised meeting on January 12, 2023.

2.

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

3.

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

Also in attendance: County Attorney Gottlieb

4.

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

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

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

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

☐ **Other:** (describe exemption of the open meeting law) _____

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

X No other matters were discussed during the executive session.

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

This 12th day of January, 2023.

Shannon K. Whitfield

Print Name: Shannon K. Whitfield

Print Title: Commission Chairman

Sworn to and subscribed before me this
12th day of January, 2023.

David D. Gottleib

Notary Public

My commission expires: _____

