

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

The following constitutes the agenda for the regular scheduled meeting of the Board of Commissioners of Walker County, Georgia to be held on July 22, 2021 at 7:00 P.M.

THE AGENDA WAS AMENDED AT THE MEETING ON JULY 22, 2021. A CONSULTING AGREEMENT BETWEEN WALKER COUNTY AND BUTLER AVENUE PARTNERS, LLC WAS ADDED AND ANDREA WHITE'S REQUEST FOR A CONDITIONAL USE VARIANCE FOR PROPERTY LOCATED AT 2664 E. HWY 136 LAFAYETTE, GA 30728 TAX MAP & PARCEL NUMBER 0-506-1-026 WAS REPOSITIONED DUE TO A MEDICAL EMERGENCY REQUEST

REGULAR SCHEDULED MEETING

- **Invocation**

Given by Chairman Shannon Whitfield

- **Pledge**

United States and Georgia Flag

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

Clerk establishes a Quorum is present

- **Approve Agenda**

- **Open Public Hearing**

Ordinance No. O-01-21 Adopting and Enacting a New Code for Walker County, Georgia; Providing for the Repeal of Certain Ordinances Not Included Therein; Providing a Penalty for the Violation Thereof; Providing for the Manner of Amending Such Code; and Providing When Such Code and this Ordinance Shall Become Effective

Request from Kenneth Kibler for a Rezone from C-1 (Commercial) to R-2 (Residential) for Property Located at 7001 N. Hwy 27 Rock Spring, GA 30739. Tax Map & Parcel Number 0-328-1-011

Request from Larry Bang for a Rezone from CBOD (Chickamauga Battlefield Overlay District) to C-1 (Commercial) for Property Located at 100 Park City Road Rossville, GA 30741. Tax Map & Parcel Number 0-210-116A

Request from Lashon F. Kelley for a Partial Rezone from R-1 (Residential) to C-1 (Commercial) for Property Located at 778 Mission Ridge Road Rossville, GA 30741. Tax Map & Parcel Number 0-123-041

Request from Andrea White for a Conditional Use Variance for Property Located at 2664 E. Hwy 136 LaFayette, GA 30728. Tap Map & Parcel Number 0-506-1-026

- **Close Public Hearing**

- **Minutes**

Approval of the minutes for the Regular Scheduled Meeting held July 8, 2021

- **New Business (Amendment to Agenda)**

Request from Andrea White for a Conditional Use Variance for Property Located at 2664 E. Hwy 136 LaFayette, GA 30728. Tap Map & Parcel Number 0-506-1-026

- **Public Comment**

- **Informational**

Dodd Worley, Program Director, Connections Northwest / T4C

- **New Business**

Resolution R-033-21, A Resolution to Amend the Fiscal Year 2021 Budget to Appropriate Funds for the Walker County Sheriff's Office (\$157,460.00)

Purchase Order 2021-00001762 for 67 Windows 10 Pro Latitude 5520 Laptops for the Walker County Sheriff's Office (\$117,453.01)

Purchase Order 2021-00001773 for 40 in car cameras and 75 body worn cameras for the Walker County Sheriff's Office (\$557,460.00 / Funding from 2020 SPLOST)

Purchase Order 2021-00001782 for 2021 F-550 Chassis 4x4 SD Crew Cab 179" WB (\$57,750.00 / Funding from 2020 SPLOST)

Purchase Order 2021-00001781 for 2021 F-550 Chassis 4x4 SD Crew Cab 203" WB (\$63,487.00 / Funding from 2020 SPLOST)

Purchase Order 2021-00001780 for 2019 F-750 SuperCab Base X7D (\$84,828.00 / Funding from 2020 SPLOST)

Consideration of Professional Services Agreement With Barge Design Solutions, Inc. for Conceptual Master Plan Proposal for Rossville, GA Sports Complex

Office of the Governor Criminal Justice Coordinating Council Subgrant Award, Project Name: Juvenile Justice Incentive Grant, Subgrant Number: Y22-8-025

Request from Kenneth Kibler for a Rezone from C-1 (Commercial) to R-2 (Residential) for Property Located at 7001 N. Hwy 27 Rock Spring, GA 30739. Tax Map & Parcel Number 0-328-1-011

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Walker County Departmental Statistics - June 2021

- **Commissioner Comments**

- **New Business (Amendment to Agenda)**

Consideration of Consulting Agreement Between the Walker County and Butler Avenue Partners, LLC for work on American Rescue Act Grant Funds

- **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 Scheduled Meeting
July 22, 2021

I. Call to Order:

Chairman Whitfield called to order the Regular Scheduled Commissioner's Meeting held at Annex III, 201 S. Main Street, LaFayette, Georgia at 7:00 PM on July 22, 2021.

II. Attendees:

The following were present: Chairman Shannon Whitfield, Commissioner Robert Blakemore, Commissioner Mark Askew, Commissioner Brian Hart, Commissioner Robert Stultz, Public Relations Director Joe Legge, Economic Development Director Robert Wardlaw, Legal and Policy Director David Gottlieb, Walker County Police Chief Mitchell Moore, Planning and Zoning Director David Brown, Public Works Director Carlen Bowers, Sheriff Steve Wilson, Captain Chris Anderson, Deputy Director E-911/ EMA and IT Administrator Curtis Creekmur, Board Clerk Whitney Summey and County Clerk Rebecca Wooden. Other guests signed in at the meeting as well. Please see the attached sign in sheet.

III. Approval of Agenda:

Chairman Whitfield made a motion to amend the agenda. A consulting agreement between Walker County and Butler Avenue Partners, LLC was added and Andrea White's request for a conditional use variance for property located at 2664 E. Hwy 136 LaFayette, GA 30728 Tax Map & Parcel Number 0-506-1-026 was repositioned due to a medical emergency request. Motion was seconded by Commissioner Askew, 4 ayes and 0 nays, motion was approved.

IV. Public Hearing:

Chairman Whitfield discussed Ordinance No. 0-01-21 Adopting and Enacting a New Code for Walker County. He stated this is an update and will be available on a searchable database through Municode. Gary Williams asked if this will be a new code as it states or should it be stated it will be a new format. Chairman Whitfield stated this will update the format, add all new ordinance changes since the last update, and it also changes the "Sole Commissioner" references to the Board of Commissioners. He said there will not be any

new information, just an update and there will be another public hearing at the next meeting.

Chairman Whitfield asked if there was anyone that would like to speak on the rezone request from Kenneth Kibler. Bobby Teems, realtor representative for the owner, came forward and stated there will potentially be apartment buildings on this property but they will not be income or aid based. He said this project will be in an effort to help the need for more housing in the county.

Chairman Whitfield asked if there was anyone that would like to speak on the rezone request from Larry Bang. Karen Michaels came forward and discussed her concerns for this rezone and asked about the CBOD zoning. She asked if it could be changed to C-1 (Commercial) and if it is would it still fall under the CBOD zoning guidelines as well. Chairman Whitfield explained one piece of property can have multiple zonings and if it was changed to C-1 it would still be under CBOD zoning as well. Commissioner Askew stated the piece of property in question has always been used as commercial property and never as residential, he added the residential zoning had to have been a mistake when it was zoned. Mrs. Michaels discussed her concerns further and said the property has not been used commercially in many years. Laura-Beth Neusum came forward and said she has always been a neighbor of this property. She stated the property was used for a family business and for storage of their equipment, it was never for customers to come in and out. She expressed her concerns with changing the zoning and the wrong type of business utilizing it and bringing in traffic and hurting the neighborhood. Commissioner Askew asked if there are any other residential structures on the same side of the road as this property. Mrs. Neusum stated there are none on the same side. Chairman Whitfield stated the CBOD zoning is through the county and the Chickamauga Battlefield has no authority over it, he said the county governs and enforces the document. Larry Bang stated there was some confusion with the CBOD and R-3 zoning. He said he bought the property in 2019 and thought it was zoned Commercial. He explained some of the restrictions with the CBOD zoning and the problems of using the building as it was intended to be used. He added the building has always been used commercially. Commissioner Askew wanted to clarify that the zoning was CBOD R-3 which has many uses and the property is not suitable for any of the options.

Chairman Whitfield asked if there was anyone that would like to speak on the partial rezone request from Lashon F. Kelley. Scott Glass came forward and said he lives on North Long Hollow Road right next to the property. He stated the neighbors in this area had come together and he was speaking on their behalf and asked the ones present to stand. He expressed their concerns and gave details and

research findings on the problems that would arise with the approval of this rezone and building of a Dollar General. He stated issues with traffic, water runoff, lighting concerns, etc. He added this store would bring any new service to the citizens in this area. He said he believes there is another location that would be more suitable for a Dollar General. Leann Atkins stated she lived across the street from the property and she has recently moved back to her family property to help get their property back up to the standard it was when her father had it. She said the traffic, water issues, and road widening would decrease the value of her property and create numerous problems. Bobby Howard came forward to speak on behalf of the property owner and purchaser of the property. He gave details and showed pictures of the future plans for the property. He stated there would be a Dollar General built, the existing home would be remodeled and sold with eight acres, another eight acre tract would be sold, and the owner would keep one acre of the property. He said the property owner wants to try to maintain the history of her family farm and she could make more money selling it to a residential developer. He gave details on how they would help with the traffic in the area, stormwater development, and widening the road. He stated they would give the County two acres and build a detention pond if it would help.

Chairman Whitfield asked if there was anyone that would like to speak on the conditional use variance from Andrea White. Serina Kaiser came forward and stated due to her medical problems she is selling the property. She stated the buyer wants to use it the same way she does, as a store, with the previous variance.

The public hearing was then closed.

V. Approval of Minutes:

Commissioner Blakemore made a motion to approve the minutes, seconded by Commissioner Stultz, 4 ayes and 0 nays, motion was approved.

VI. *New Business (Amendment to Agenda):*

Chairman Whitfield read the request from Andrea White for a conditional use variance for property located at 2664 E. Hwy 136 LaFayette, GA 30728 tax map and parcel number 0-506-1-026. Planning and Zoning Director David Brown stated the Planning Commission recommended to approve this request as submitted. Commissioner Askew made a motion to approve, seconded by Commissioner Blakemore, 4 ayes and 0 nays, motion carried.

VII. Public Comment:

Chairman Whitfield asked if there was anyone that would like to speak in the Public Comment section. Sharon Rowing stated she lived on Ridgeland Road in Rossville and she has concerns with excessive speed on her road. She stated she

had been to the Sheriff's Department in May and put in a request to have someone come out and assess the issue. She stated there have been multiple animals injured and accidents related to the excessive speed issue. She asked if the Board could help get this issue addressed.

Commissioner Stultz asked what the posted speed was on the road. Mrs. Rowing stated it was 35mph, and added that a previous neighbor had moved because of this issue and stated she would like to see something done to help improve this problem. Chairman Whitfield stated Sheriff Wilson and Captain Anderson were at the meeting tonight and they may possibly be available to discuss this with her after the meeting.

Terry Tucker stated he owns a cabin on Lookout Mountain and said they are having issues with woolly adelgid which is killing the hemlock trees. He gave information on the issue and a solution to treat the trees to stop them from dying. He stated he can treat his trees but the issue also comes across the Counties property. He stated treating his trees will not do any good if the trees on the Counties property are not treated also. He stated he has talked to some people and has someone who would teach volunteers how to treat the trees correctly, all the County would have to do is pay for the treatment material. Chairman Whitfield said he will get more information from him after the meeting and he is aware there is an issue in this area with trees and hopefully they can work toward getting this treatment.

VIII. Informational:

Chairman Whitfield asked Dodd Worley, Program Director, Connections Northwest/T4C to speak about their program. Mr. Worley stated the main goal was to reduce recidivism in juveniles in Walker, Dade, Catoosa, and Chattooga Counties. He added that Walker County oversees the finances of the program. Vic Burgess, agent, said connections work with kids and connects them with services, vocational programs and training, and school requirements. He stated they support kids to help them be productive citizens. Chairman Whitfield stated this is a great partnership and this program makes a huge difference in many kids' lives.

IX. New Business:

- I. Chairman Whitfield read Resolution R-033-21 to amend the fiscal year 2021 Budget to appropriate funds for the Walker County Sheriff's Office. Commissioner Stultz made a motion to approve, seconded by Commissioner Hart, 4 ayes and 0 nays, motion carried.
- II. Chairman Whitfield read Purchase Order 2021-0001762 and asked Curtis Creekmur to come forward and give an update on this project. He said they have been working with the

Sheriff's Office for several months to update the emergency service software. He stated there have been many field tests done and everyone is in agreement on these laptops to help with performance and security issues. Commissioner Askew asked if these laptops will give the results that are needed and help. Captain Anderson stated these will be a drastic improvement. Chairman Whitfield thanked Curtis Creekmur for his leadership on this project and stated this is a budgeted item and will be paid for in cash without any financing. Commissioner Askew made a motion to approve, seconded by Commissioner Blakemore, 4 ayes and 0 nays, motion carried.

- III. Chairman Whitfield read Purchase Order 2021-00001773 and stated this is in collaboration with the previous Resolution. Sheriff Wilson stated he and Captain Anderson have been discussing the issue of body work cameras for about two years. He stated they began the process and started looking for funding about a year ago. He said the cameras were fairly cheap, the majority of the cost is for the data storage. He said this is a five year project. He said this is a huge need across the county and will help better serve the citizens of the County. Captain Anderson stated they have tested several models and some companies are cheaper but the data would not be viewable and useless. With this company the data is viewable even if they change companies in the future. He said the data is stored automatically when they are within range of the wireless access point at the Sheriff's Office and it cannot be change or deleted. Chairman Whitfield stated this is a five year project and had the option to pay it yearly each year, but the money is available and will be paid in full in order to not obtain any debt to the County. Commissioner Stultz asked if the detective division would also be utilizing these body cameras. Captain Anderson said yes and he is currently reviewing policies on certain privileged areas where they would not be worn. Commissioner Stultz made a motion to approve, seconded by Commissioner Blakemore, 4 ayes and 0 nays, motion carried.
- IV. Chairman Whitfield read Purchase Order 2021-00001782. Commissioner Blakemore made a motion to approve, seconded by Commissioner Hart, 4 ayes and 0 nays, motion carried.
- V. Chairman Whitfield read Purchase Order 2021-00001781. Commissioner Stultz made a motion to approve, seconded by Commissioner Hart, 4 ayes and 0 nays, motion carried.
- VI. Chairman Whitfield read Purchase Order 2021-00001780. Commissioner Askew made a motion to approve, seconded by Commissioner Blakemore, 4 ayes and 0 nays, motion carried.

VII. Chairman Whitfield read the consideration of professional services agreement with Barge Design Solution, Inc. for conceptual master plan proposal for Rossville, GA Sports Complex. Commissioner Hart stated the total cost of this project was \$19,000 and said he disagreed with spending county tax payer dollars in the City of Rossville. He stated the County's debt is still at twenty three million dollars while the City of Rossville has zero debt. He said once the County is out of debt then we could review and possibly look at help at that time. He said this agreement will lead to a project that will be between two and three million dollars. He also stated there are problems with the fifty two employees still on the defined benefit plan that the board is working to fix. He added they do not know how much this will cost but should have options within the next few weeks. The third issue he said was more important was the twenty five miles of roads in the County that still need to be paved. He said if we start working on this recreation department then other recreations will want help as well. He said Rock Spring and Chattanooga Valley are the two other recreations in the county that need to be improved also. He said he would like to see the defined benefit retirement issue resolved before starting a new project in the County. Commissioner Blakemore stated he strongly disagrees with Commissioner Hart. He said there is no better investment than the future of the County which is the youth that has been overlooked for many years. He said the youth is one of the reasons he ran for this position. He added that we are paving roads and working on a solution for the retirement issues. He said he feels there is no better time than now to start investing in the youth of the County. He said we are way behind compared to neighboring counties with our recreations. He said Rock Spring Recreation is privately owned and Chattanooga Valley Recreation is under renovations currently by the Walker County School Board. Commissioner Askew said he understands both sides and agrees that retirement is a major issue that we are working to resolve. He said the youth is our future and he does not have a problem with starting the process to get some ideas. Commissioner Stultz said he agrees with Commissioner Askew and the retirement is a huge issue we are working on but youth is the future of the community. He said it is proven sports will keep youth out of trouble. He said this would be beneficial for the community and the county as a whole. Commissioner Hart said improvements are definitely needed in the recreation department but at this time he feels we should wait since they are not budgeted and see what the defined benefit retirement issues are going to cost. Commissioner Hart made a motion to table the issue until the study comes back from ACCG for a solution on the retirement issue, motion dies due to lack of a second. Commissioner Blakemore made a motion to approve as presented, seconded by Commissioner Stultz. Chairman Whitfield asked the Clerk to call the roll for a vote. Commissioner Blakemore aye,

Commissioner Askew aye, Commissioner Hart nay,
Commissioner Stultz aye. 3 ayes and 1 nay, motion passed.

- VIII. Chairman Whitfield read the Office of the Governor Criminal Justice Coordinating Council Subgrant Award, Project Name: Juvenile Justice Incentive Grant, Subgrant Number: Y22-8-025. He stated the Informational Speaker was receiving this subgrant and no County funds were being used, the County just oversees the federal funds for the program. Commissioner Blakemore made a motion to approve, seconded by Commissioner Stultz, 4 ayes and 0 nays, motion carried.
- IX. Chairman Whitfield read the request from Kenneth Kibler for a rezone from C-1 (Commercial) to R-2 (Residential) for property located at 700 N. Hwy 27 Rock Spring, GA 30739 tax map and parcel number 0-328-1-011. Planning and Zoning Director David Brown stated the Planning Commission voted unanimously to approve the request and said the apartments will be built in phases. Commissioner Askew asked if anyone had looked at GDOT access. David Brown said it is a future task and will happen after the traffic study. Commissioner Hart made a motion to approve, seconded by Commissioner Askew, 4 ayes and 0 nays, motion carried.
- X. Chairman Whitfield read the request from Larry Bang for a rezone from CBOD (Chickamauga Battlefield Overlay District) to C-1 (Commercial) for property located at 100 Park City Road Rossville, GA 30741 tax map and parcel number 0-210-116A. Planning and Zoning Director David Brown stated the Planning Commission denied this request because there was some confusion with the verbiage used on the application. He stated he believed it would have passed had the correct wording been used. Commissioner Askew stated this property is zoned R-3 not but it is not suitable for residential use. Commissioner Askew made a motion to approve the request with the conditions on it being CBOD C-1. Commissioner Stultz seconded the motion, 4 ayes and 0 nays, motion carried.
- XI. Chairman Whitfield read the request from Lashon F. Kelley for a partial rezone from R-1 (Residential) to C-1 (Commercial) for property located at 778 Mission Ridge Road Rossville, GA 30741 tax map and parcel number 0-123-041. Planning and Zoning Director David Brown stated the Planning Commission unanimously recommended to deny this request because of the public's request and presentations about their concerns in this area. Commissioner Askew stated Dollar General is a great partner in the county and this is a business everyone uses but he believes there is a more suitable location than this one. Commissioner Blakemore stated he agreed and that when he worked at the Road Department about six years

ago this intersection had a large amount of traffic and issues and still has these problems today. Commissioner Askew made a motion to deny the request, seconded by Commissioner Stultz, 4 ayes and 0 nays, motion carried.

XII. Chairman Whitfield reviewed the Departmental Statistics for June 2021.

X. Commissioner Comments:

Commissioner Blakemore said he appreciated everyone for coming out and being involved and he enjoys their feedback so feel free to reach out to him.

Commissioner Askew said everyone's participation and involvement helps them make better decisions for everyone in the County, feel free to reach out with any concerns.

Commissioner Hart stated the landfill has been closed for repairs and improvements. He said the City of LaFayette will be having a Movie Night downtown and encouraged everyone to come out.

Commissioner Stultz thanked everyone for coming out and being involved. He said Covid variants have been spiking back up and about twenty five percent of Walker County Citizens are vaccinated. He encouraged everyone to do some research and get vaccinated.

XI. *New Business (Amendment to Agenda):*

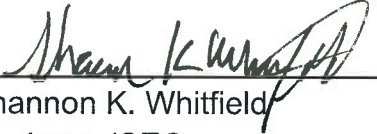
Chairman Whitfield stated this amendment to the agenda was very important. He said Governor Kemp's Office released information today on the Georgia Jobs and Infrastructure Committee and said they will take applications from August 1, 2021 thru August 31, 2021. He said this is an opportunity for grants of federal funds as a result of the American Rescue Plan. He said the three areas the Governor wants to invest these dollars in are in an economic impact, broadband infrastructure, and improvement to water and sewer. He said Butler Avenue Partners, LLC is a company that was recommended to us and can get the information together very quickly and get our applications together and submitted. Commissioner Askew stated this is a pressing matter and this company can do a great job for us to try to get these grants. Chairman Whitfield stated there most likely will not be any matching funds needed if these grants are received. Commissioner Blakemore made a motion to approve, seconded by Commissioner Askew, 4 ayes and 0 nays, motion

XII. Executive Session:

Chairman Whitfield stated there was no reason for an executive session today.

Adjournment:

Commissioner Stultz made a motion to adjourn the meeting, Commissioner Hart seconded the motion, motion carried and the meeting was adjourned at 9:17PM.



Shannon K. Whitfield
Chairman/CEO
Walker County Georgia



Date

Minutes prepared by: Walker County Board Clerk, Whitney Summey

Walker County Regular Scheduled Commissioner's Meeting

Roll Call	07/22/2021	Present/Not Present
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Commissioner Blakemore **Present**

Commissioner Askew Present

Chairman Whitfield **Present**

Commissioner Hart **Present**

Commissioner Stultz **Present**

Sign In Sheet

Regular Scheduled Commissioner's Meeting

July 22 2021

7:00 PM

Name

Address

Joe Horning 149 Mission Ridge Rd

Luella Danner 2200 N Long Hollow Rd

Waymon 2200 W Long Hollow Rd

Sharon Gowan 93 Ridgedale Rd

Bobby Howard 120 Mitchell Ave

Zack Chapman Lafayette

Vic Burgess 310 N Main St

Dodd C. Worley 572 Bicentennial Trail R.S.

Watt Blackall 791 Mission Ridge Rd

Teresa Seiberlich 103 Park City Rd Rossville

Tony Seiberlich 103 Park City Rd Rossville

ROBERT WARD LAW

David & Frankie Long 109 Park City Rd, Ross, Ga

Sign In Sheet

Regular Scheduled Commissioner's Meeting

July 22 2021

7:00 PM

Name

Address

Laren Minkles	101 Park City Rd, Rossville
Curtis Creekmur	WALKER CA.
Regina Pittman	441 Talley Ave Ross Ga
Randy Pittman	1111 " " "
Laura Beth Newson	1998 Kay Conley Rd. Rock Spng GA 30139
Cooter Barnes	
Bobby Teems	1520 N. Main St
Steve Wilson	
Chris Anderson	
Ray M	
Paul Bradley	
Ashtyn Moore	mission ridge Rd
Riane E. More	779 Mission Ridge Road

Sign In Sheet

Regular Scheduled Commissioner's Meeting

July 22 2021

7:00 PM

Name

Address

<u>Terry Tucker</u>	<u>100 meadow dr Chickamauga</u>
<u>Jimmy Bang</u>	<u>321 Franklin ch Ft Oglethorpe</u>
<u>Alisa Kaiser</u>	<u>2212 Hwy 151 Dalton Ga</u>
<u>Paige Glass</u>	<u>2024 N Long Hollow Rd. Chick, Ga</u>
<u>Ashley Clark</u>	<u>1858 N. Long Hollow Rd. Chick.</u>
<u>Scott T. Glass</u>	<u>2024 N. Long Hollow Rd Chickamauga Ga</u>
<u>Kathy Rainey</u>	<u>779 Mission Ridge Rd. Rossville</u>
<u>Carol Moore</u>	<u>779 Mission Ridge Rd (A) Rossville</u>
<u>Luanne Atkins</u>	<u>2345 N Long Hollow Rd, Chickamauga</u>
<u>John A. Johnson</u>	<u>159 Neal Dr. Rossville, GA</u>
<u>Emily Eason</u>	<u>2122 North Long Hollow Rd Chick, Ga</u>
<u>SCOTT EASON</u>	<u>2122 N. LONGHOLLOW RD CHICK</u>
<u>Thomas Rainey</u>	<u>779 Mission Ridge Rd Ross.</u>

SHERIFF'S REPORT

Walker County Sheriff's Office booking report for June 28 - July 4

♦ Short III, Robert Lee, 32, 415 B. E. Church St., Vienna, Ga., probation violation (felony), simple battery (family violence)

♦ Marsh Jr., Jerome Anthony, 34, 112 8th St., Rossville, Ga., contempt of civil court, failure to appear (misdemeanor) (x3)

♦ Ellis, Tony Lewis, 53, 1201 W. North Main St. #311, LaFayette, Ga., possession of methamphetamine, brake light requirements for all vehicles manufactured after Jan. 1, 1954

♦ Stargell, Tiffanie R., 38, 2225 E. 26th St., Chattanooga, Tenn., tag light required, no insurance, driving while license suspended or revoked (first offense), driving under the influence of multiple substances

♦ Williams, Zachary Tyler, 32, 2773 Villanow Mill Creek Road, Rocky Face, Ga., too fast for conditions, seat belts violation (adults), improper lane change/failure to maintain lane, driving under the influence of alcohol

♦ Ponder, Teresa Corinne, 69, 7564 Highway 114, Lysterly, Ga., theft by shoplifting (felony)

♦ Miller Jr., Jerry L., 38, 727 W. 11th St., Chattanooga, Tenn., false imprisonment, simple assault (family violence), possession of a Schedule I controlled substance

♦ Foster, Shenay Lavern, 36, 41 Sherry Court, Chickamauga, Ga., simple battery, terroristic threats

♦ Capps, Sarah Frances, 40, 420 Long Hollow Road, Rock Spring, Ga., probation violation (felony), possession of amphetamine, possession of a Schedule II controlled substance

♦ Henley, Carmen Denise, 38, 503 Cove Road, Chickamauga, Ga., hold for court only

♦ Hilburn, Matthew Shane, 46, 149 York Road, LaFayette, Ga., failure to appear (felony), contempt of civil court, failure to appear (felony), probation violation (misdemeanor)

♦ Mitchell, Dustin Dwight, 19, 502 S. Cherokee St., LaFayette, Ga., possession of methamphetamine

♦ Higdon, Anthony Joshua, 36, 3839 N. Highway 341, Rossville, Ga., no insurance, driving while license suspended or revoked (first offense)

♦ Lee, Cory Gage, 26, 1142 Bronco Road, LaFayette, Ga., probation violation (felony)

♦ Webb, Hayden Barbara, 24, 8 Parkview Circle, Rossville, Ga., public drunk

♦ Seay, Colton Travis, 19, 10811 Front Beach Road, Panama City Beach, Fla., speeding, reckless driving, driving under the influence of drugs, possession of a Schedule I controlled substance

♦ Lilly, Leeann Renee, 41, 1077 Lofton Lane Apartment 9, Chickamauga, Ga., drugs to be kept in original container

♦ Dannel, Jayla Ireta-Maria,

19, 1093 Corinth Road, LaFayette, Ga., possession of a Schedule I controlled substance

♦ Davis, William Lee, 42, 2003 E. 32nd St., Chattanooga, Tenn., failure to appear (misdemeanor)

♦ Sheffield, Shawn Wesley, 45, 158 Sharlot Lane, Ringgold, Ga., possession of a Schedule II controlled substance

♦ McCloud, Christopher Brent, 38, 164 Howard Drive, Fort Oglethorpe, Ga., glass windshield/window required, expired license plate, no insurance, driving while license suspended or revoked (first offense)

♦ Burden, Tabitha Mae, 42, 152 Ferndale Drive, Rossville, Ga., theft by shoplifting (misdemeanor)

♦ Brook-Echols, Lula Marie, 54, 1004 W. 37th St., Chattanooga, Tenn., probation violation (felony)

♦ McFalls, Shawn Gregory, 31, 216 W. Gordon Ave., Rossville, Ga., theft by taking (felony) (motor vehicle)

♦ Watts, Sara Elizabeth, 43, 125 N. Lovell Ave., Chattanooga, Tenn., failure to appear (x3), bond surrender (x2)

♦ Taylor, Lashaw D., 19, 200 Frontier Trail, Dalton, Ga., driving while unlicensed

♦ Payne, Samuel Alexander, 25, 400 Chambers St., Rossville, Ga., probation violation (felony)

♦ Keller, Shane Michael, 32, 4218 Dodds Ave., Chattanooga, Tenn., driving wrong side of road, driving while license suspended or revoked (first offense), improper lane change/failure to maintain lane; receipt, possession or transfer of firearm by convicted felon or felony first offender

♦ Hughes, Joshua Ryan, 27, 380 Prater Road, Rossville, Ga., tag light required, driving while license suspended or revoked (first offense)

♦ Neal Jr., Butchie Ellis, 45, 2818 Foster Mill Road, LaFayette, Ga., probation violation (felony), taillights/lenses required vehicles manufactured prior Jan. 1, 1954

♦ Hemdon, Michael Allen, 31, 8566 A. N. Highway 27, Rock Spring, Ga., no insurance, possession of methamphetamine

♦ Gravitt, Annette Marie, 25, 144 Sherwood Forest Lane, Ringgold, Ga., financial transaction card fraud (x2)

♦ Shaw, Michael Lee, 37, 394 French St., Rossville, Ga., violate family violence order

♦ Posey, Christopher Ryan, 25, 624 Union Ave., Rossville, Ga., driving while license suspended or revoked (third offense within five years)

♦ McKeehan, Stacy Lynn, 38, 3408 Lower Gordon Springs Road, Rocky Face, Ga., failure to appear (felony)

♦ Curtis, Adam Bricen, 26, 49 Dietz Road, Ringgold, Ga., simple battery, simple battery (family violence), criminal trespass (family violence),

burglary (first degree)

♦ Adams, Japaul James, 38, 931 Pine Hurst Terrace, Atlanta, Ga., failure to appear

♦ Coffman, Joseph Lee, 28, 1399 Ramey Road, Trion, Ga., simple assault, cruelty to animals

♦ Abbott, Jonathan Mark, 47, 2119 Bronco Road, LaFayette, Ga., reckless conduct, simple assault

♦ Boles, Justin Taylor, 32, 12442 Alabama Highway, Ringgold, Ga., hold for court only

♦ Parker, Linda Faye, 56, 3305 E. 39th St., Chattanooga, Tenn., parole violation

♦ Dennison, Michael Jared, 40, 172 Stanfield Drive, LaFayette, Ga., reckless driving, criminal trespass (damage to property under \$500)

♦ Raines, Christian Arthur Hunter, 20, 212 Kristen Drive, Chickamauga, Ga., aggravated sexual battery (x3), statutory rape (felony) (x3), sodomy (aggravated sodomy)

♦ Walker, Jurni Elicia, 19, 8594 Highway 108, Whitwell, Tenn., possession of a Schedule IV controlled substance; sale, distribution or possession of dangerous drugs

♦ Lay, Demetri Wayne, 23, 412 Magnolia St., LaFayette, Ga., hold for court only

♦ Healan, Daniel Tyler, 37, 726 Roberta Drive, Rossville, Ga., driving while license suspended or revoked (first offense), no insurance

♦ Harris, Tanner Thomas, 27, 297 Nantahala Drive, Cleveland, Tenn., no resident has 30 days to register vehicle, improper lane change/failure to maintain lane, open container violation beer/ale/proter/stout/other similar beverages, driving under the influence of alcohol

♦ Derryberry, John Robert, 43, 805 Highway 157, Lookout Mountain, Ga., failure to appear (felony)

♦ Bean, Justice Michael, 23, 145 Ivy Row Lane, Chattanooga, Tenn., driving while license suspended or revoked (first offense), speeding

♦ Capello, Jordan Taylor, 19, 10 Sunrise Drive, LaFayette, Ga., burglary (first degree)

♦ Pethick, Dakota Alexander, 25, 297 Hill St., Ringgold, Ga., speeding, driver must move over for emergency vehicles, reckless driving; knowingly driving a motor vehicle on a suspended, canceled, revoked registration

♦ Sanders, Charles Hoyt, 48, 14 Blue Bird Lane, Rossville, Ga., simple battery (family violence)

♦ Oliver, Joshua David, 26, 7310 Standifer Gap Road, Chattanooga, Tenn., obscured or missing license plates, driving while license suspended or revoked (first offense)

♦ Melville, Charles Franklin, 64, 293 Durgin Hollow Road, Chickamauga, Ga., improper lane change/failure to maintain lane, driving while license suspended or revoked (first offense)

♦ Lanier, Lesley D., 42, 8103 Cicero Trail, Chattanooga, Tenn., failure to obey stop sign or yield after stopping, driving while license suspended or revoked (first offense)

♦ Harris, Shwandra Kenish, 43, 123 Mahan Ave., LaFayette, Ga., battery

♦ Griffin, Richard J., 65, 824 W. Armuchee Road, LaFayette, Ga., battery (family violence) (first offense) (misdemeanor)

♦ Crump, David Shane, 42, 302 Cavendar St., LaFayette, Ga., terrorist threats, aggravated assault

♦ Cribbs, Christy Ann, A1 Hol St., Chickamauga, Ga., failure to appear (misdemeanor)

♦ Hood, Samuel Franklin, 57, 6304 Porter Drive, Bakewell, Tenn., fugitive from justice

♦ Sontay, Samuel Lopez, 19, 35 Wesley Drive, (no city listed), Ga., improper lane change/failure to maintain lane, driving without a valid license (misdemeanor), driving under the influence of alcohol

♦ Griffith, Andrew Douglas, 32, 166 Lower Mill Creek Road, Rocky Face, Ga., willful obstruction of law enforcement officers (misdemeanor) (x2), criminal trespass (damage to property under \$500), simple battery, battery

♦ Francisco, Vazquez, 40, 613 Maple Lane, Chattanooga, Tenn., no insurance, driving under the influence of alcohol, improper lane change/failure to maintain lane; knowingly driving a motor vehicle on a suspended, canceled, revoked registration

♦ Nash, Barry Lynn, 46, 133 Hall Cemetery Road, Signal Mountain, Tenn., possession of Schedule I heroin (x4), possession of cocaine, possess less than 1 ounce marijuana, possession of a Schedule IV controlled substance

♦ Andreoli, Joseph Michael, 48, 133 Highway 48 Apartment 1, (no city listed), Ga., driving under the influence of alcohol, improper lane change/failure to maintain lane

♦ Oliver, Stephen Dylan, 25, 306 Glenn St., LaFayette, Ga., possession of Schedule I heroin, brake light requirements for all vehicles manufactured after Jan. 1, 1954

♦ Smith, Sean Christopher, 47, 136 Caris Way, (no city listed), Ga., possession of a Schedule II controlled substance, possession of methamphetamine, possession of methamphetamine with intent to distribute, possess less than 1 ounce marijuana; purchase, possess, manufacture, distribute or sale marijuana

♦ Mack, Javonnica Rena, 23, 1202 Thomason Drive, Fort Walton, Fla., seat belts violation (adults), driving while license suspended or revoked (first offense); knowingly driving a motor vehicle on a suspended, canceled, revoked registration

♦ Broome, Daniel Jason, 39, 307 S. Main St., LaFayette, Ga.,

violate family violence order (x2), burglary (first degree), theft by taking (misdemeanor)

♦ Garcia, Krystal Amber, 3666 Colston Lane, Tunnel

Hill, Ga., driving under the influence of alcohol

Compiled by assistant editor Catherine Edgemon.

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NOTICE OF PUBLIC HEARING

The Governing Authority of Walker County, Georgia proposes to update its code of ordinances. O-01-21 provides for the adoption of the Code as published by Municipal Code Corporation and the repeal of certain ordinances not included therein.

Public hearings on the proposed ordinance will be held at 7 p.m. on Thursday, July 22, 2021 and Thursday, August 12, 2021 at the Walker County Courthouse Annex III, 201 S Main Street in LaFayette, GA. Copies of O-01-21 are available for review at the Commissioner's Office (101 S Duke St, LaFayette) and online at walkercountygavov.

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AN ORDINANCE ADOPTING AND ENACTING A NEW CODE FOR WALKER COUNTY, GEORGIA; PROVIDING FOR THE REPEAL OF CERTAIN ORDINANCES NOT INCLUDED THEREIN; PROVIDING A PENALTY FOR THE VIOLATION THEREOF; PROVIDING FOR THE MANNER OF AMENDING SUCH CODE; AND PROVIDING WHEN SUCH CODE AND THIS ORDINANCE SHALL BECOME EFFECTIVE.

BE IT ORDAINED BY THE WALKER COUNTY, GEORGIA BOARD OF COMMISSIONERS:

Section 1. The Code entitled "The Code of Walker County, Georgia," published by Municipal Code Corporation in 2021, consisting of chapters 1 through 34, each inclusive, is adopted.

Section 2. All ordinances of a general and permanent nature enacted on or before December 10, 2020, and not included in the Code or recognized and continued in force by reference therein, are repealed.

Section 3. The repeal provided for in Section 2 hereof shall not be construed to revive any ordinance or part thereof that has been repealed by a subsequent ordinance that is repealed by this ordinance.

Section 4. Unless another penalty is expressly provided, every person convicted of a violation of any provision of the Code or any ordinance, rule or regulation adopted or issued in pursuance thereof shall be punished by a fine in the maximum amount allowed by state law. Each act of violation and each day upon which any such violation shall continue or occur shall constitute a separate offense. The penalty provided by this section, unless another penalty is expressly provided, shall apply to the amendment of any Code section, whether or not such penalty is reenacted in the amendatory ordinance. In addition to the penalty prescribed above, the County may pursue other remedies such as abatement of nuisances, injunctive relief and revocation of licenses or permits.

Section 5. Additions or amendments to the Code when passed in such form as to indicate the intention of the County to make the same a part of the Code shall be deemed to be incorporated in the Code, so that reference to the Code includes the additions and amendments.

Section 6. Ordinances adopted after December 10, 2020, that amend or refer to ordinances that have been codified in the Code shall be construed as if they amend or refer to like provisions of the Code.

Section 7. This ordinance shall become effective immediately.



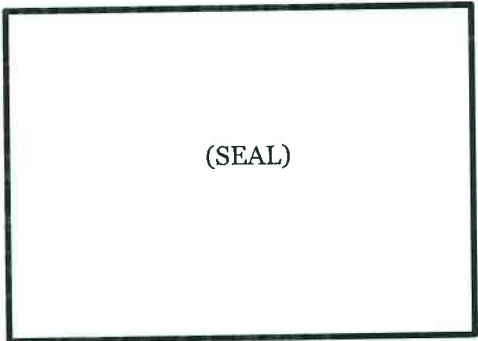
PASSED AND ADOPTED THIS 12TH DAY OF AUGUST, 2021.

ATTEST:

WALKER COUNTY, GEORGIA

REBECCA WOODEN, County Clerk

SHANNON K. WHITFIELD, Chairman



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

Initial jobless claims tick upward in Georgia

By Dave Williams
Capitol Beat News Service

ATLANTA — First-time unemployment claims in Georgia increased last week (week of June 6), but state labor officials expect the trend to be short-lived.

Jobless Georgians filed 22,524 claims last week (week of June 6), up 284 from the previous week, the state Department of Labor reported Thursday, June 17.

The Georgia numbers mirrored an unexpected rise in unemployment claims nationally, the first in six weeks.

The slight increase in claims

in Georgia came even as the labor department reported another drop in the state's unemployment rate in May, down 0.2% from April to 4.1%.

But the number of jobless claims is expected to fall significantly after June 26, when the state stops paying out \$300 weekly supplemental federal unemployment benefits Georgians have been receiving this year.

Gov. Brian Kemp announced the move after businesses complained they were having trouble



Mark Butler

finding workers. Business groups said many potential employees were receiving more in unemployment benefits than they could earn by going back to work.

Indeed, Georgia's labor force declined by 12,478 in May to 5.16 million.

"We have a serious workforce issue reflected in the monthly drop in the labor force," state Commissioner of Labor Mark Butler said Thursday, June 17. "We are looking to reemploy Georgians as a critical component

for our economic recovery."

The state has paid out more than \$22 billion in federal and state unemployment benefits since the coronavirus pandemic began in March of last year. During that time, the labor department has processed nearly 4.9 million initial unemployment claims, more than during the 10 years prior to the pandemic.

As has been the case throughout the pandemic-driven recession, the accommodation and food services job sector has been hit hardest by layoffs.

More than 233,000 job

listings are posted at the labor department's Employ Georgia website, more than triple the number of listings in April of last year. Nearly three-fourths of the available jobs pay more

than \$30,000 a year, which translates to nearly \$15 an hour.

In many cases, employers have offered to train quality candidates and help them get additional credentials.

Pleas for transparency dominate opening redistricting hearing

By Dave Williams
Capitol Beat News Service

ATLANTA — The Georgia House and Senate committees in charge of drawing new congressional and legislative district lines this year heard an earful Tuesday, June 15, from activists calling for fairness in a process that is typically highly partisan.

"As communities become more diverse, it is critical that district maps reflect that," Michelle Zuluaga of the group Latinos for Democracy, told lawmakers during the first of 11 public hearings to be held across the state this summer and fall. "We want maps that will unite our state, not divide our communities."

The General Assembly draws new district boundaries every 10 years following the latest U.S. census to reflect population shifts that have occurred during the last decade. While



Gloria Butler



John Kennedy

redistricting usually takes place during the late summer or early fall, the process isn't expected until later in the fall because the COVID-19 pandemic has delayed the release of census data.

In Georgia, the party in control of the legislature historically has drawn maps giving it the best chance to maintain or build on its majorities. Democrats were in charge of redistricting through 2001, but in 2011 and again this year, Republicans are in the driver's seat.

Lawmakers will approve new maps for Georgia's 14 U.S. House districts, 180 state House districts and 56 Georgia Senate districts.

During Tuesday's hearing, June 15, several speakers argued that Georgia should take power over redistricting away from the General Assembly and put it in the hands of an independent commission, as has been done in some

other states.

But more complained that the process thus far is lacking transparency and, as a result, isn't giving Georgia citizens an adequate opportunity for input.

"It is crucial to a fair and functioning democracy that the process not cut out public participation," Rebecca DeHart, CEO of the nonprofit Fair Count, said during a news conference before the hearing sponsored by a coalition of progressive groups and fair districting advocates.

State Senate Minority Leader Gloria Butler noted that Georgia has experienced significant demographic shifts since the 2011 redistricting, including a 40% increase in its Asian-American population, a 26% rise in Latinos and a 14% increase in the Black population. "These maps must reflect

the changing face of Georgia and the need for historically disenfranchised voters to have a voice," said Butler, D-Stone Mountain.

Sen. John Kennedy, R-Macon, chairman of the Senate Reapportionment and Redistricting Committee, promised to keep the lines of communication open.

"We are committed to an open, redistricting process," he said. "We want to hear from everyone."

Rep. Bonnie Rich, R-Suwanee, chairman of the House Legislative & Congressional Reapportionment Committee, announced that future hearings will be held in Atlanta, Albany, Augusta, Athens, Brunswick, Columbus, Cumming, Dalton and Macon.

REMAINING HEARINGS

Monday, June 28: Atlanta
Tuesday, June 29: Cumming
Wednesday, June 30: Dalton
Tuesday, July 6: Athens
Wednesday, July 7: Augusta
Monday, July 26: Brunswick
Tuesday, July 27: Albany
Wednesday, July 28: Columbus
Thursday, July 29: Macon
Friday, July 30: Virtual only
All of the hearings will run from 5-7 p.m. Locations will be announced later.

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PUBLIC NOTICE

WALKER COUNTY

PLANNING COMMISSION MEETING

Thursday, July 15th, 2021 at 6:00 P.M.

Walker County Civic Center
Rock Spring, GA 30739

The Walker County Planning Commission will meet and review the following request:

New Business:

Rezone:

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

2. Larry Bang requests a rezone from CBOD (Chickamauga Battlefield Overlay District) to C-1 (Commercial) for property located at 100 Park City Road Rossville, GA. 30741. Tax map & parcel number 0-210-116A

3. Lashon F. Kelley requests a partial rezone from R-1 (Residential) to C-1 (Commercial) for property located at 778 Mission Ridge Road Rossville, GA. 30741. Tax map & parcel number 0-123-041.

Variance:

1. Lashon F. Kelley requests a variance for property located at 778 Mission Ridge Road Rossville, GA. 30741. Tax map & parcel number 0-123-041.

Conditional Use Variance:

1. Andrea White requests a conditional use variance for property located at 2664 E. Hwy 136 LaFayette, GA. 30728. Tax map & parcel number 0-506-1-026

The second hearing on the rezone and conditional use variance requests will be held on July 22, 2021 at 7:00PM at the Walker County Courthouse Annex III located at 201 S. Main Street LaFayette, GA 30728.

For further information please call Walker County Planning & Development at 706-638-4048.

Landline phone customers to see lower bills

By Dave Williams
Capitol Beat News Service

ATLANTA — The diminishing number of Georgians with landline telephones in their homes are about to see a savings on their bills thanks to the sunset of a decade-old program.

The Georgia Public Service

Commission (PSC) voted unanimously Tuesday, June 15, to reduce the fee supporting the program from 6% to 3.75% in monthly phone bills starting next month.

The mandatory fee, implemented in 2011, was designed to bring the costs of in-state long-distance phone

calls in line with the costs of out-of-state long distance. It took 10 years to fully implement the program, making the fee reduction possible.

"The bottom line is business and individual customers in Georgia will see a savings on their phone bills," said Commissioner Tricia Pridemore, who chairs the

PSC's Telecommunications Committee. "This is welcome news for anyone with a landline phone."

A \$50 phone bill will drop by slightly more than \$1 per month under the reduced fee, resulting in more than \$13 in annual savings. Georgia has an estimated 1.7 million landline phones.

LOCAL COLUMNIST ■ DAVID CARROLL

My war on rude people

I have declared war on rude people. Some may consider it an unwinnable war, but so far, I am pleased with the results. My world is small, making it easy to control.

We will never stamp out rude people. They have always walked among us, and they always will. Cavemen were rude. The Bible has its share of rude characters. Read your history books, and you will find one on every page.

"The Andy Griffith Show" is known for its amiable sheriff, bumbling deputy, and cute kid. But even Mayberry had a rude visitor now and then. Remember Ernest T. Bass?

I haven't been able to escape rudeness. I don't try to attract it, but somehow it finds me. The polite TV personalities of my youth have been replaced by angry "cable news" screamers, obnoxious game show hosts ("You are the weakest link...goodbye!"), and bad-behaving "reality" stars.

Political figures, both local and national, have won many an election by being rude and insulting. That old saying about the cream rising to the top has been toppled by another one: nice guys finish last.

The trickle-down effect, often used as an economic term, now defines our national behavior. If our leaders can curse in public, engage in name-calling, and lie without consequences, what's going to stop the rest of us?

Social media isn't the only culprit, but it's a major contributor. It has encouraged people who wouldn't dare insult someone to their face to do it from their keyboard. Some do it behind a fake identity, while others are boldly out in the open. Those are the ones who are shocked when they lose

their friends, or even their jobs after spewing hatred that can be viewed worldwide.

Fortunately, most social media sites offer the option of "unfollowing" a person who you might actually like, but you don't want to see their political opinions and insults. You're still their friend, but you don't have to witness their online rudeness. I have found this to be very helpful.

If that person crosses a line that you cannot forgive, you can always unfriend them, or even ban them from seeing your posts and participating in your discussions. This is a last resort for me, but it has come in handy.

Unfortunately, not everyone's mama said, "If you can't say something nice, just don't say anything at all." I once posted a TV news story I had done on a child with facial abnormalities, and how the child's friends were helping in a fund-raising effort. My post included a photo of the child. Most of the responses were kind and thoughtful, except one. That person made an incredibly rude comment about the child's appearance. That person may still be among us, but not in my world.

More recently, I was previewing my upcoming book. It was the day after President Joe Biden was inaugurated. I included his photo at a 2015 memorial honoring the five fallen servicemen who were killed in a terror attack in Chattanooga. I noted that "as of today, a total of 27 Presidents have visited our area before, during or after their presidency." Most people responded with questions about the history I'm covering in the book, but one person decided to attack Biden. It was not intended

to be a political post, and that person is now free to be rude on her own page, but never again on mine.

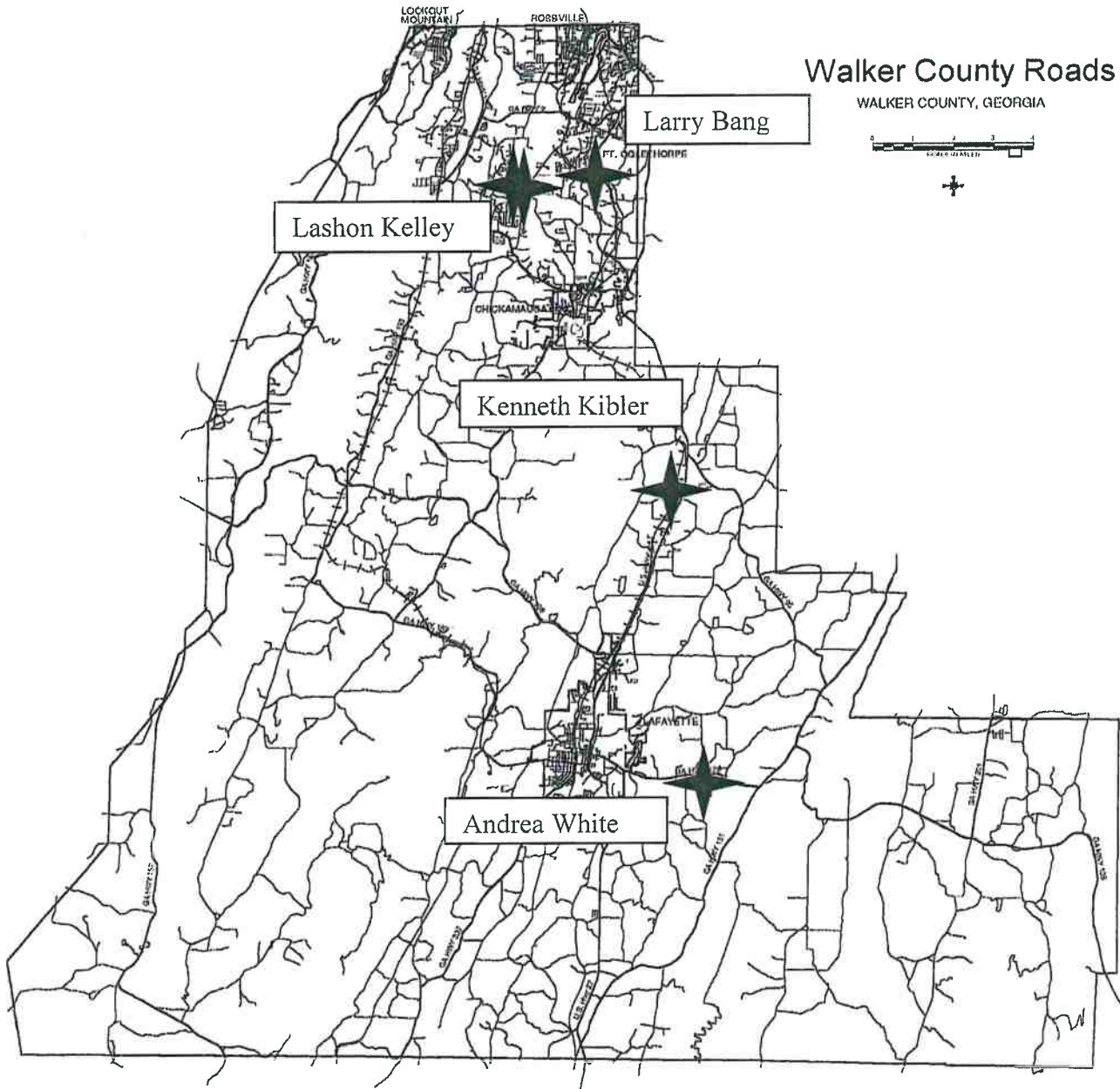
We see rudeness in the real world too. I'm not too picky about plumbers. If they show up on time and make water flow in the right direction, I'm a satisfied customer. Unless they cross the rudeness line. Like the plumber whose truck was parked in my driveway while unlogging a drain. As I walked back from my mailbox, I saw his bumper sticker. It was very offensive, and not something I would include in this column. I have no control over what he puts on his truck. I can, however, keep it from being seen on my property.

"What about his freedom of speech?" someone is shouting right now. I'm all for that, just as I exercise my right to choose with whom I do business. Not all my friends agree with my political views, but those who can differ with me politely and respectfully will remain my friends. When the discourse becomes vulgar or disrespectful, you have lost me.

I'm no doctor, but it seems like eliminating negative influences is good for my health. It can be like Whack-a-Mole: you get rid of one, and another pops up. But it's a war worth waging.

The older I get, the more I realize that every remaining smile is a gift. Removing rude people from my life gives me greater appreciation of those who make me smile.

David Carroll is a Chattanooga TV news anchor and radio host. You may follow him at ChattanoogaRadioTV.com, or contact him at radiotv2020@yahoo.com or at 900 Whitehall Road, Chattanooga, TN 37405



Walker County Roads

WALKER COUNTY, GEORGIA



WALKER COUNTY
PLANNING & DEVELOPMENT
AGENDA ITEM

Owner: Kenneth Kibler
Petitioner: Bobby Teems
Location of Property: 7001 N. Hwy 27
Rock Spring, GA. 30739

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

Date Applied: 6/7/2021
PC Meeting Date: 7/15/2021
Present Zoning: C-1 (Commercial)

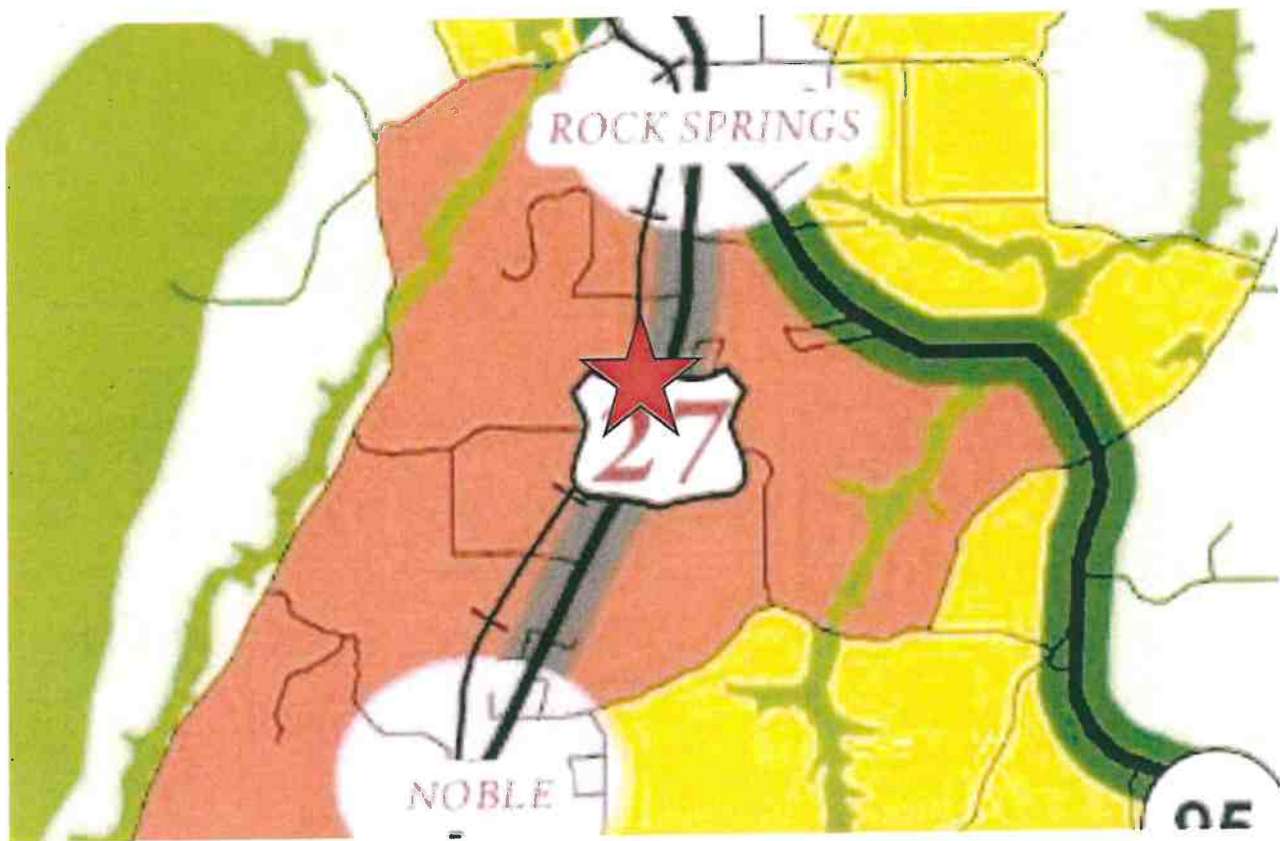
APPLICANT’S INTENT: Mr. Kibler is requesting a rezone from C-1 (Commercial) to R-2 (Residential) in order to building apartments

DETAILS OF REQUEST: The property at 7001 N. Hwy 27 is currently zoned commercial. Mr. Kibler is requesting that the property be rezoned to residential in order to build apartments. The current building on the property is being used as a residence. This was built as a flower nursery in 1993 but in 2015 a commercial remodel permit was pulled and someone started living in the building.

Projected Area:



Future Land Use Map:



- City Limits
- Character Areas
 - Agriculture/Forestry
 - County Suburban
 - Crossroad Community
 - Greenspace/Conservation
 - Industrial
 - McLemore Cove Historic District
 - Mixed Use
 - Rural Residential
 - Major Highway Corridor
 - Rural Gateway Corridor
 - Scenic Highway

Major Highway Corridor

	Quality Community Objectives	Implementation Measures
 U.S. Hwy 27 ~ LaFayette Bypass Description	- Traditional neighborhood - Infill development - Sense of place - Regional identity - Open space preservation - Environmental protection - Growth preparedness - Appropriate businesses - Housing opportunities - Regional cooperation	More detailed sub-area planning: - Traffic studies New or revised local development regulations: - Restrict billboards Incentives: - In return for developers having alternative access roads, other variances could be allowed. Public Investments: - Beautification projects
Developed or undeveloped land on both sides of designated high-volume transportation facility, such as arterial roads and highways. Development Strategies/Policies: - Maintain a natural vegetation buffer (at least 50 feet in width). - All new development should be set-back behind this buffer, with alternate access roads, shared driveways or inter-parcel roads - Encourage landscaped, raised medians where appropriate. - Provide pedestrian facilities behind drainage ditches or curb. - Provide paved shoulders for bike lanes or emergency lanes. - Manage access to keep traffic flowing; using directory signs. - Unacceptable uses: new billboards.	Land Uses Residential Commercial Transportation/Communication/Utilities Industrial Agriculture Forestry	

Mixed Use

	Quality Community Objectives	Implementation Measures
 Fieldstone Farms Mixed Use Planned Unit Development ~ Phase I Description	- Traditional neighborhood - Infill development - Sense of place - Appropriate businesses - Employment options - Housing opportunities	More detailed sub-area planning: - Create vision for mixed use areas. - Stormwater Management Plan for the Rock Spring Creek Watershed. Wetland and Spring Protection Plan for the historic Rock Spring. New or revised local development regulations: - Design guidelines, infill use restrictions, update and enhance wetland protection ordinance.
A mix of office, housing, and commercial uses - Walkable - Improves sense of community Suggested Development Plan: - Design Guidelines for Stores and Offices (Types, Appearance) including connectivity guidelines, landscaping design, setbacks, greenspace requirements and stormwater plan. - Encourage compatible architecture styles that maintain regional rural character, without "franchise" or "corporate" architecture. - Wherever possible, connect to regional network of greenspace and trails, available to pedestrians, bicyclists, and equestrians. - Can be designed for greater pedestrian orientation and access, more character with attractive clustering of buildings	Land Uses Residential Commercial Park/Recreation/Conservation Public/Institutional Mixed Use	Incentives: - Walker County funded Stormwater Plan available for participation by landowners. Public Investments: - Stormwater Management Plan, Community Recreational Areas, Walker County Transit Infrastructure Improvements: - Create wifi hotspots, improve water and sewer services to accommodate creative designs

CONSIDERATION OF ZONING CRITERIA

1. **Existing land uses and zoning of nearby property:** The zoning of the nearby property is currently zoned R-2 (Residential), C-1 (Commercial), R-1 (Residential) & A-1 (Agricultural)
2. **Suitability of the subject property for the zone purposed:** Yes
3. **Extent to which property values of the subject property are diminished by the particular zoning restrictions:** None
4. **Extent to which the destruction of property values of the subject property promotes the health, safety, morals or general welfare of the public:** None that we know of.
5. **Relative gain to the public as compared to the hardship imposed upon the individual property owner:** This would bring more housing to the area.
6. **Whether the subject property has reasonable economic use as currently zoned:** Yes
7. **Length of time the property has been vacant as zoned considered in the context of land development in the vicinity of the property:** Mr. Kibler has owned the property since January 2015.
8. **Whether the proposed zoning will be a use that is suitable in view of the use and development of adjacent and nearby property:** Both housing and commercial are in the area.
9. **Whether the proposed zoning will adversely affect the existing use or usability of adjacent or nearby property:** Unknown
10. **Whether the zoning proposal is in conformity with the policies and intent of the Comprehensive Plan:** The Future Land Use Map shows major highway corridor/mixed use.
11. **Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.** Depending on the number of apartments, this could affect each listed
12. **Whether there is other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal:** Both commercial and residential are in the area

WALKER COUNTY
PLANNING & DEVELOPMENT
AGENDA ITEM

Owner: Larry Bang
Petitioner: same
Location of Property: 100 Park City Road
Rossville, GA. 30741

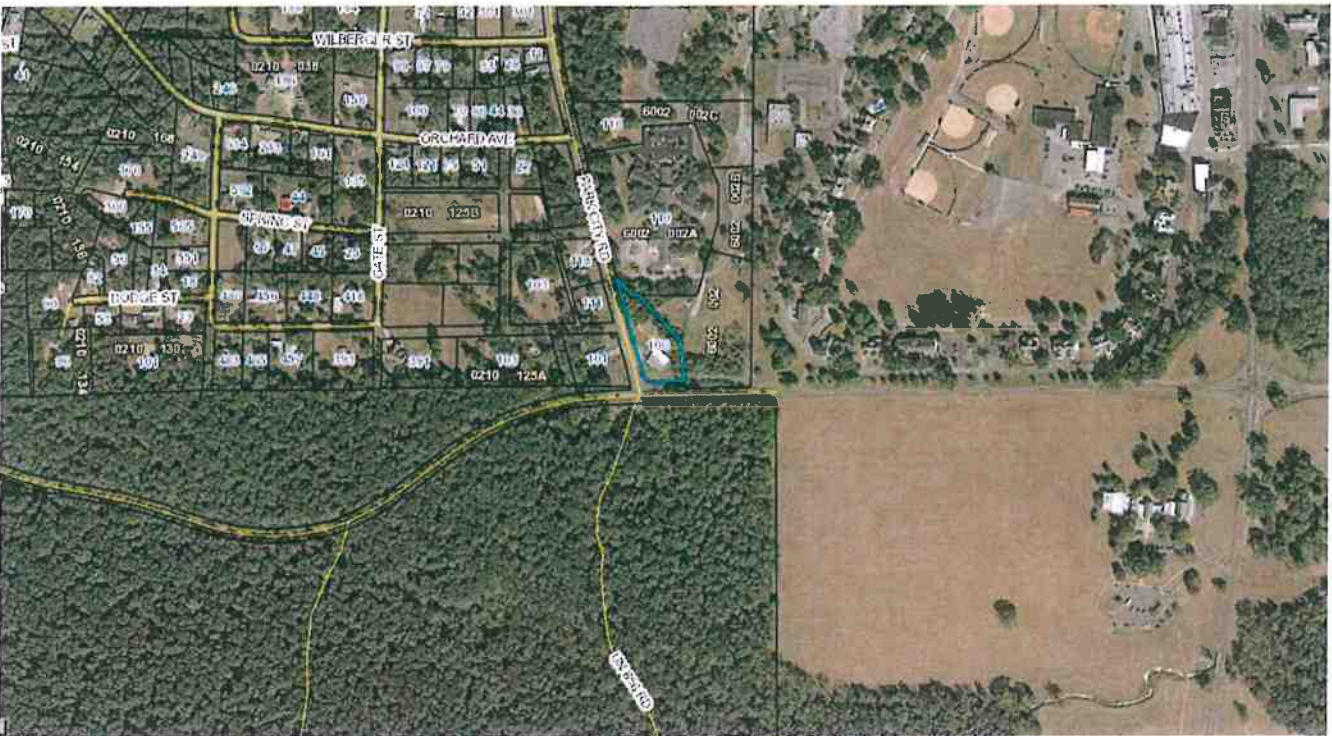
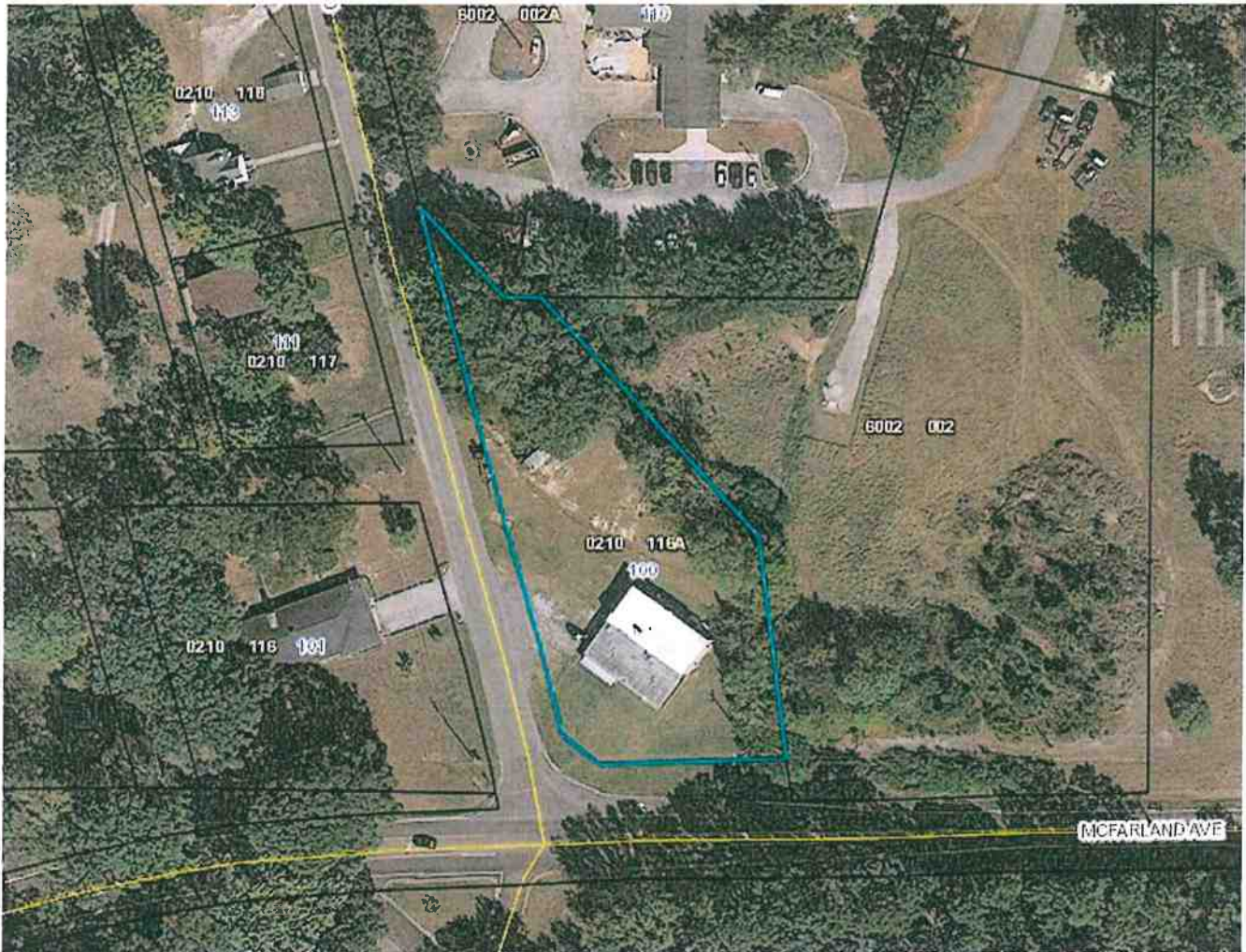
Tax map & parcel number 0-210-116A

Date Applied: 6/15/2021
PC Meeting Date: 7/15/2021
Present Zoning: CBOD (Chickamauga Battlefield
Overlay District)

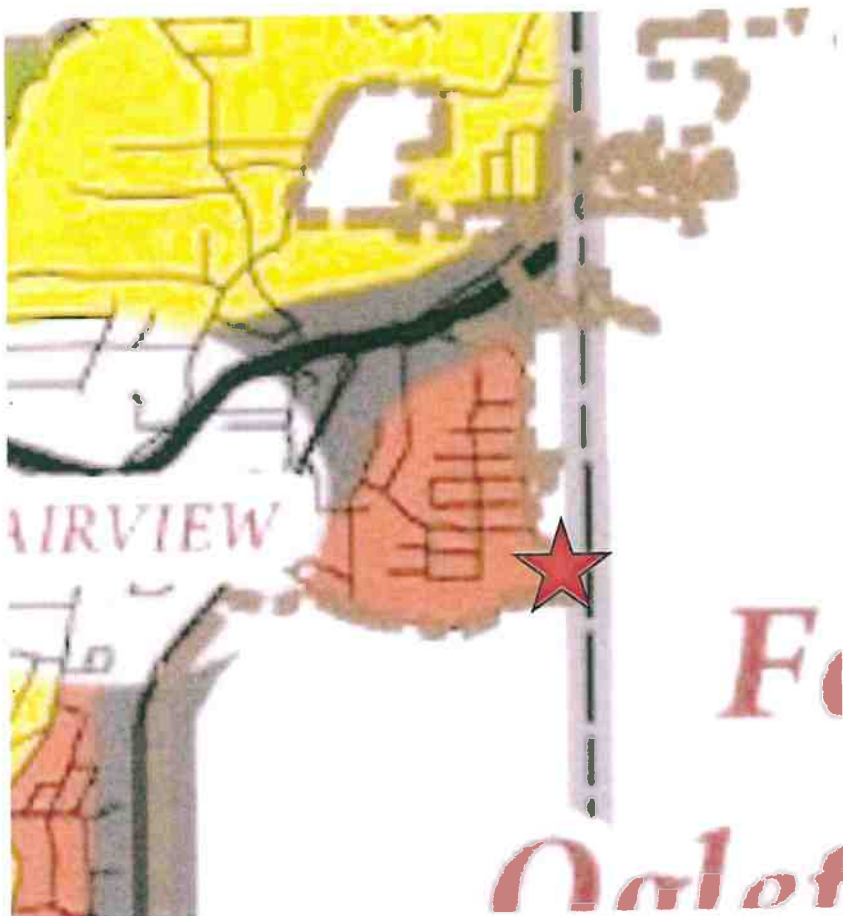
APPLICANT'S INTENT: To rezone the property to C-1 in order to sell

DETAILS OF REQUEST: The property is currently zoned CBOD. In this zoning it does allow for some types of commercial businesses. It does not allow for outside storage and it has been used this way in the past.

Projected Area:



Future Land Use Map:



-  City Limits
- Character Areas
 -  Agriculture/Forestry
 -  County Suburban
 -  Crossroad Community
 -  Greenspace/Conservation
 -  Industrial
 -  McLemore Cove Historic District
 -  Mixed Use
 -  Rural Residential
 -  Major Highway Corridor
 -  Rural Gateway Corridor
 -  Scenic Highway

Mixed Use



Fieldstone Farms Mixed Use Planned Unit Development -- Phase I

Description

- A mix of office, housing, and commercial uses
 - Walkable
 - Improves sense of community
- Suggested Development Plan:
- Design Guidelines for Stores and Offices (Types, Appearance) including connectivity guidelines, landscaping design, setbacks, greenspace requirements and stormwater plan.
 - Encourage compatible architecture styles that maintain regional rural character, without "franchise" or "corporate" architecture.
 - Wherever possible, connect to regional network of greenspace and trails, available to pedestrians, bicyclists, and equestrians.
 - Can be designed for greater pedestrian orientation and access, more character with attractive clustering of buildings

Quality Community Objectives

- Traditional neighborhood
- Infill development
- Sense of place
- Appropriate businesses
- Employment options
- Housing opportunities

Land Uses

Residential
Commercial
Park/Recreation/Conservation
Public/Institutional
Mixed Use

Implementation Measures

- More detailed sub-area planning:
- ① Create vision for mixed use areas.
 - ② Stormwater Management Plan for the Rock Spring Creek Watershed. Wetland and Spring Protection Plan for the historic Rock Spring.
- New or revised local development regulations:
- ① Design guidelines, infill use restrictions, update and enhance wetland protection ordinance.
- Incentives:
- ① Walker County funded Stormwater Plan available for participation by landowners.
- Public Investments:
- ① Stormwater Management Plan, Community Recreational Areas, Walker County Transit
- Infrastructure Improvements:
- ① Create wifi hotspots, improve water and sewer services to accommodate creative designs

CONSIDERATION OF ZONING CRITERIA

1. **Existing land uses and zoning of nearby property:** The zoning of the nearby property is currently zoned CBOD (Chickamauga Battlefield Overlay District) & City of Fort Oglethorpe
2. **Suitability of the subject property for the zone purposed:** Yes
3. **Extent to which property values of the subject property are diminished by the particular zoning restrictions:** None
4. **Extent to which the destruction of property values of the subject property promotes the health, safety, morals or general welfare of the public:** None that we know of.
5. **Relative gain to the public as compared to the hardship imposed upon the individual property owner:** None that we know of.
6. **Whether the subject property has reasonable economic use as currently zoned:** Yes
7. **Length of time the property has been vacant as zoned considered in the context of land development in the vicinity of the property:** Mr. Bang has owned the property since January 2019
8. **Whether the proposed zoning will be a use that is suitable in view of the use and development of adjacent and nearby property:** This is an existing commercial building.
9. **Whether the proposed zoning will adversely affect the existing use or usability of adjacent or nearby property:** Unknown
10. **Whether the zoning proposal is in conformity with the policies and intent of the Comprehensive Plan:** The Future Land Use Map shows mixed use.
11. **Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.** Unknown.
12. **Whether there is other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal:** This building was constructed as a commercial building back in 1964.

WALKER COUNTY
PLANNING & DEVELOPMENT
AGENDA ITEM

Owner: Lashon A. Kelley
Petitioner: Bobby Howard
Location of Property: 788 Mission Ridge Road
Rossville, GA. 30741

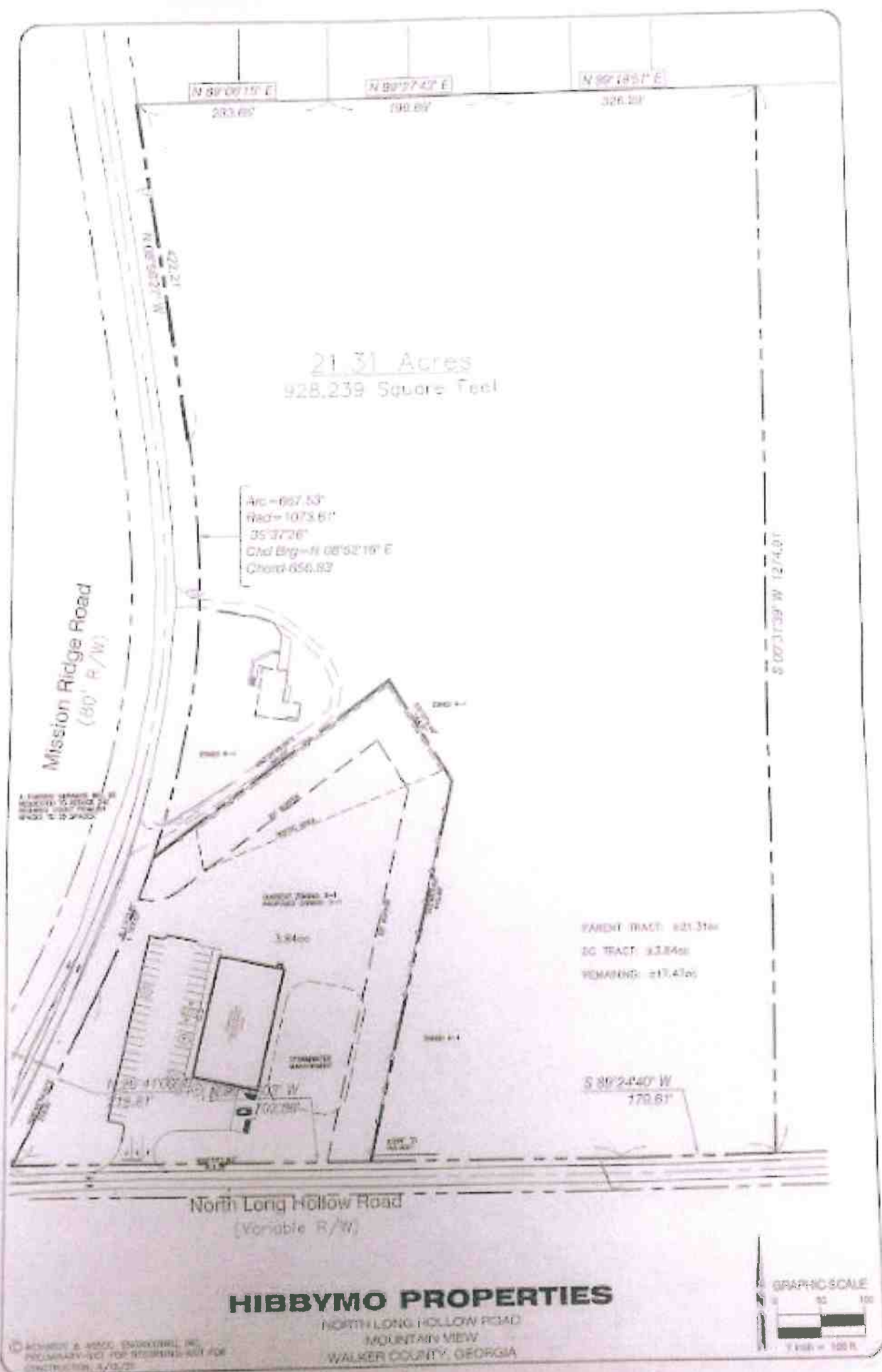
Tax map & parcel number 0-123-041

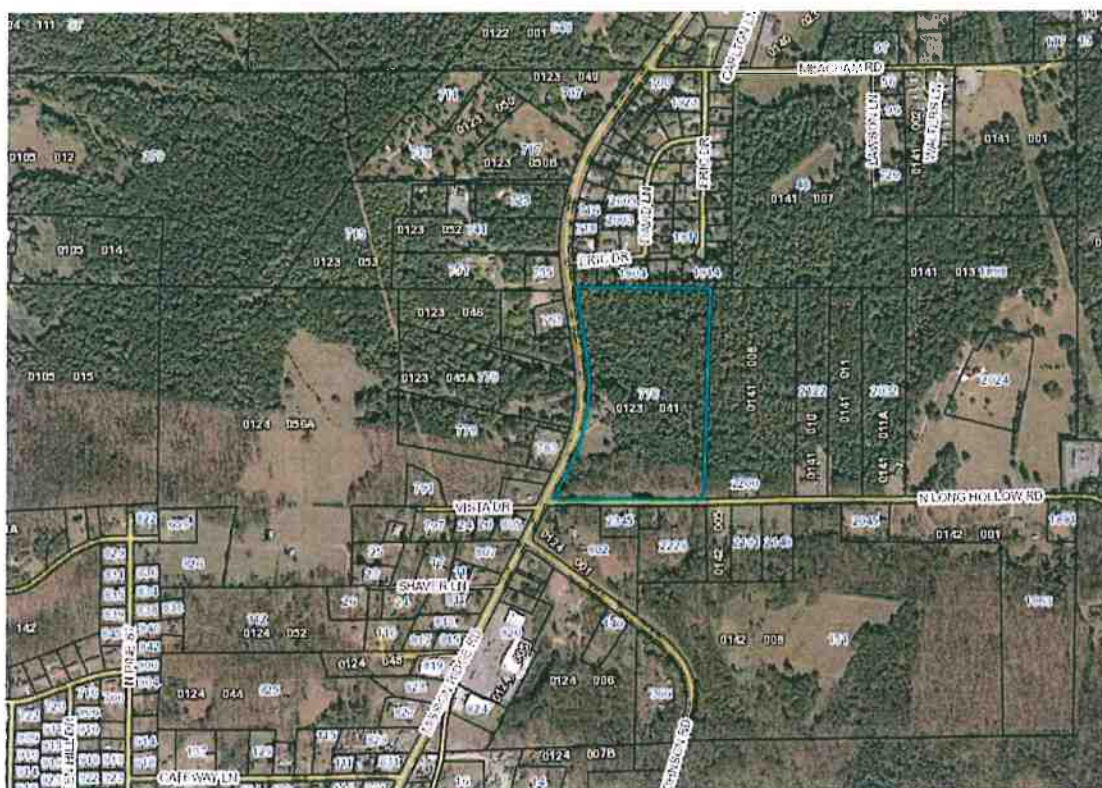
Date Applied: 6/15/2021
PC Meeting Date: 7/15/2021

Present Zoning: R-1 (Residential)

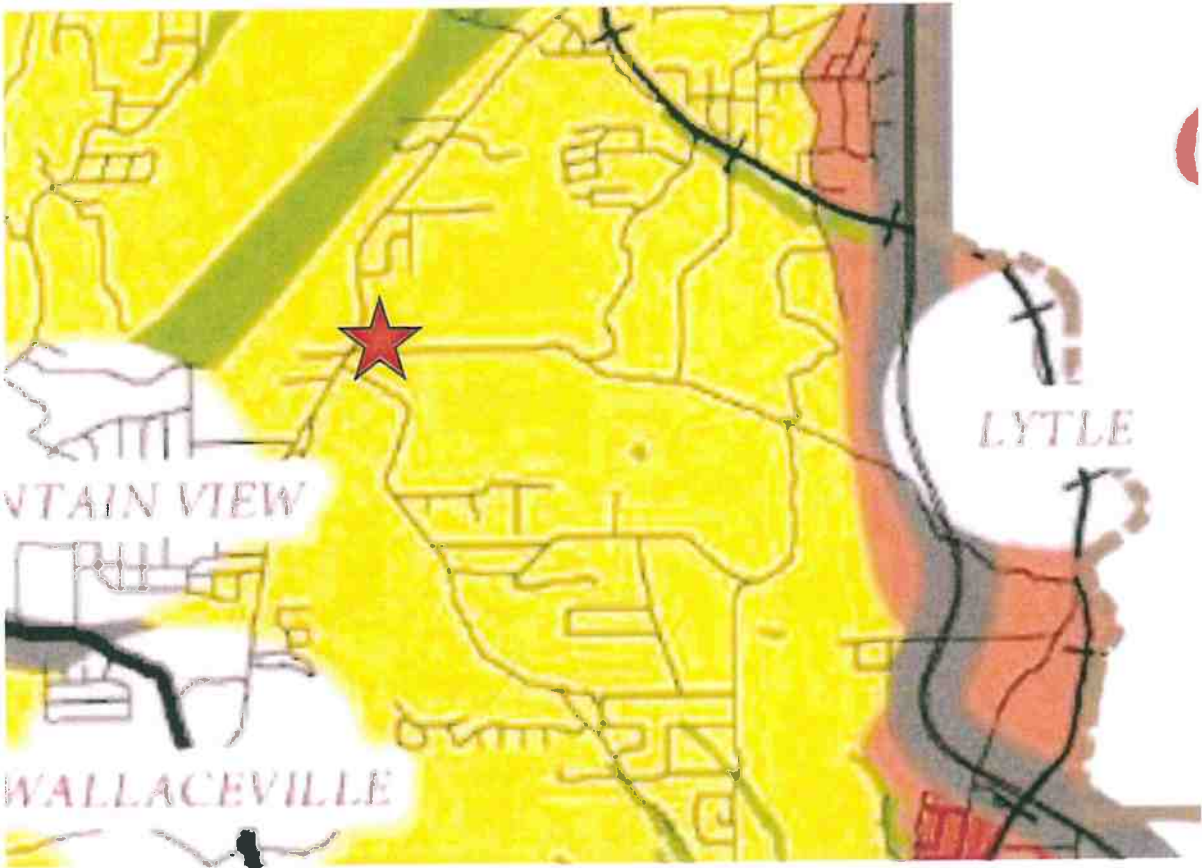
APPLICANT’S INTENT: Ms. Kelley would like to divide off 3.7 acres from her existing tract and rezone it to C-1 (Commercial)

DETAILS OF REQUEST: Hibbymo Properties would like to purchase 3.7 acres from Ms. Kelley so they can build a Dollar General at the corner of Mission Ridge Road and N. Longhollow Road in Rossville. The entire tract is 20 acres.





Future Land Use Map:



- City Limits
- Character Areas
 - Agriculture/Forestry
 - County Suburban
 - Crossroad Community
 - Greenspace/Conservation
 - Industrial
 - McLemore Cove Historic District
 - Mixed Use
 - Rural Residential
 - Major Highway Corridor
 - Rural Gateway Corridor
 - Scenic Highway

CHARACTER AREA DESCRIPTIONS		
County Suburban		
 Residential development in the Mountain View area	Quality Community Objectives • Traditional neighborhood • Infill development • Sense of place • Housing opportunities	Implementation Measures More detailed sub-area planning: • Preserve traditional and historic features while adapting for current use New or revised local development regulations: • Tree preservation, rehabilitation, infill guidelines and emphasis, recommend conservation subdivision and walkable communities Incentives: • Homestead Exemptions Public Investments: • Walker County Transit, beautification projects, community center, recreation areas, playgrounds. Infrastructure Improvements: • Improve existing water and sewer, provide high speed internet
Description	Land Uses	
Post WWII housing. Area where typical types of suburban residential subdivision development have occurred. Are within proximity to a public water network. Low pedestrian orientation, little or no transit, high open space, high to moderate degree of building separation, predominantly residential. Post- WWII. Development Strategies/Policies: • Retrofit to meet traditional neighborhood development principles. • Creating walkable neighborhood focal points by locating schools, community centers, commercial activity centers at suitable locations • Use traffic calming improvements, sidewalks, interconnections • Accessory housing units, or new well-designed, small-scale infill multifamily residences to increase density and income diversity.	Residential Commercial Park/Recreation/Conservation Public/Institutional	

CONSIDERATION OF ZONING CRITERIA

1. **Existing land uses and zoning of nearby property:** The zoning of the nearby property is currently zoned R-1 & R-2 (Residential) & C-1 (Commercial)
2. **Suitability of the subject property for the zone purposed:** Yes
3. **Extent to which property values of the subject property are diminished by the particular zoning restrictions:** None
4. **Extent to which the destruction of property values of the subject property promotes the health, safety, morals or general welfare of the public:** None that we know of.
5. **Relative gain to the public as compared to the hardship imposed upon the individual property owner:**
Would bring in a new business to the area
6. **Whether the subject property has reasonable economic use as currently zoned:** No
7. **Length of time the property has been vacant as zoned considered in the context of land development in the vicinity of the property:** Ms. Kelley has owned the property since December 2000
8. **Whether the proposed zoning will be a use that is suitable in view of the use and development of adjacent and nearby property:** It would be.
9. **Whether the proposed zoning will adversely affect the existing use or usability of adjacent or nearby property:** Unknown
10. **Whether the zoning proposal is in conformity with the policies and intent of the Comprehensive Plan:** The Future Land Use Map shows country suburban
11. **Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.** Unknown.
12. **Whether there is other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal:**
There is mixed use in the area. You have the Food City and Family Dollar down the road and residential houses all around.

WALKER COUNTY
PLANNING & DEVELOPMENT
AGENDA ITEM

Owner: Andrea White
Petitioner: Vijay Patel
Location of Property: 2664 E. Hwy 136
LaFayette, GA. 30728

Tax map & parcel number 0-506-1-026

Date Applied: 6/17/2021
PC Meeting Date: 7/15/2021
Present Zoning: R-3 (Residential)

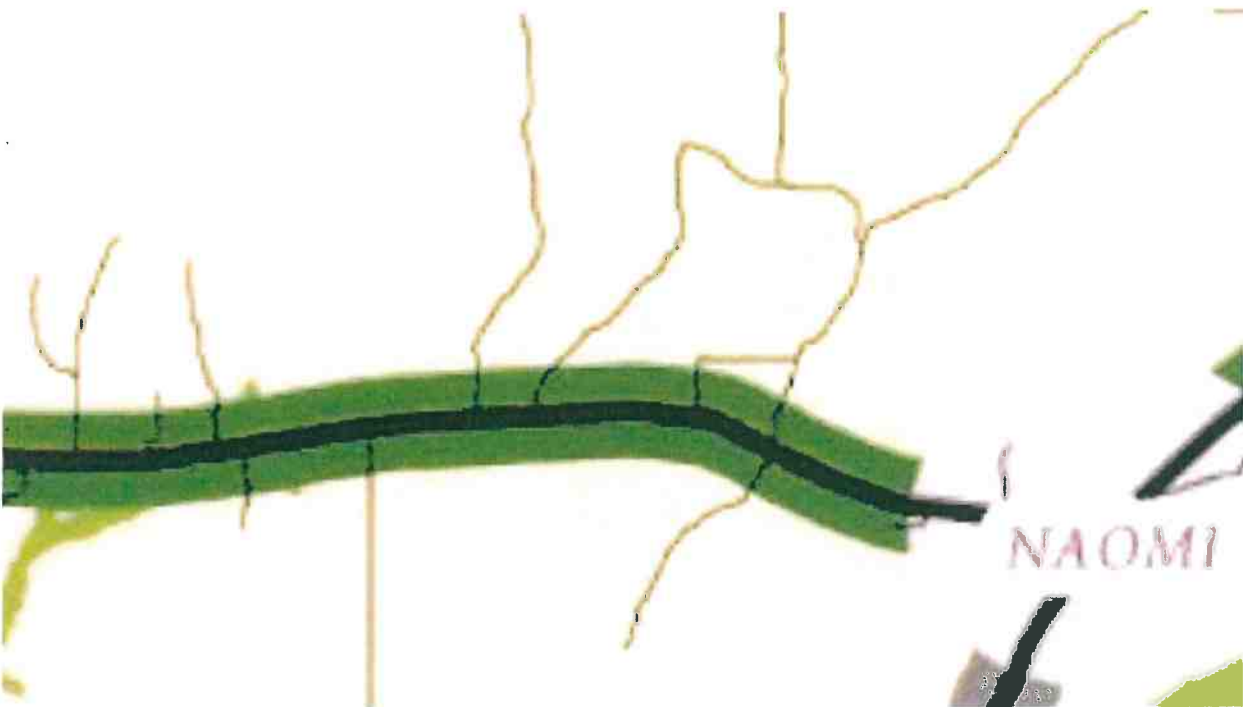
APPLICANT’S INTENT: Mrs. White has a lease to buy to Terena Kiser who is wanting to turn it over to Vijay Patel. Mr. Patel would like to reopen the existing store.

DETAILS OF REQUEST: Terena Kiser came before the Planning Commission back in January 2020 to ask for a conditional use variance to reopen the existing store on the property that has been vacant for over a year.

Projected Area:



Future Land Use Map:



- City Limits
- Character Areas
- Agriculture/Forestry
- County Suburban
- Crossroad Community
- Greenspace/Conservation
- Industrial
- McLemore Cove Historic District
- Mixed Use
- Rural Residential
- Major Highway Corridor
- Rural Gateway Corridor
- Scenic Highway

Rural Residential		
 Chamberlain Road, west of LaFayette Description Rural, undeveloped land likely to face development pressures for lower density (one unit per one+ acres) residential development. Typically will have low pedestrian orientation and access, very large lots, open space, pastoral views, high degree of building separation. Development Strategies/Policies: Maintain rural atmosphere with new residential development by: • Permitting rural cluster or conservation subdivision design that incorporate significant amounts of open space. • Encourage compatible architecture styles that maintain regional rural character, without "franchise" or "corporate" architecture. • Wherever possible, connect to regional network of greenspace and trails, available to pedestrians, bicyclists, and equestrians. • Can be designed for greater pedestrian orientation and access, more character with attractive clustering of buildings	Quality Community Objectives • Sense of place • Regional identity • Heritage preservation • Open space preservation • Environmental protection • Growth preparedness • Housing opportunities	Implementation Measures More detailed sub-area planning: • Preserve rural features and limit residential development to lot sizes of one (Residential-Agricultural Zoning District) to five acres (Agricultural Zoning District). New or revised local development regulations: • Require preservation of open space, trees, limit commercial and residential development Incentives: • Allow design variances for conservation subdivisions and individual homes Public Investments: • Public parks and greenspace/ trails to connect Residential and areas of interest such as general stores, churches, or community centers. Infrastructure Improvements: • Improve water and sewer, extend where practical, road resurfacing and repairing when and where necessary
	Land Uses Residential Agriculture/Forestry Park/Recreation/Conservation	

CONSIDERATION OF ZONING CRITERIA

1. **Existing land uses and zoning of nearby property:** The zoning of the nearby property is currently zoned R-3 (Residential) & C-1 (Commercial)
2. **Suitability of the subject property for the zone purposed:** Yes
3. **Extent to which property values of the subject property are diminished by the particular zoning restrictions:** None
4. **Extent to which the destruction of property values of the subject property promotes the health, safety, morals or general welfare of the public:** None that we know of.
5. **Relative gain to the public as compared to the hardship imposed upon the individual property owner:** More retail for the area
6. **Whether the subject property has reasonable economic use as currently zoned:** Yes
7. **Length of time the property has been vacant as zoned considered in the context of land development in the vicinity of the property:** Mrs. White was left the property from her mother's estate and became owner in September 2020
8. **Whether the proposed zoning will be a use that is suitable in view of the use and development of adjacent and nearby property:** It would be.
9. **Whether the proposed zoning will adversely affect the existing use or usability of adjacent or nearby property:** Unknown
10. **Whether the zoning proposal is in conformity with the policies and intent of the Comprehensive Plan:** The Future Land Use Map shows rural residential
11. **Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.** Should not because it has been a store in the past.
12. **Whether there is other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal:** The existing building was built as a store back in 1975



Walker County Planning Commission

Minutes
July 15, 2021
Walker County Civic Center
6:00 PM

ATTENDEES:

Planning Commission Members

Michael Haney
Todd Holt
Susan Tankersley
Kristen Bubrig
Michael Hicks
Daryl Brooks
Jack Mullinax
Cindy Askew
Stan Porter
Terry Newberry

Walker County Planning Staff

David Brown, Director of Codes, Inspections & Planning
Kristy Parker, Planning Commission Secretary

I. CALL TO ORDER:

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

II. READING & APPROVAL OF THE JUNE 17TH, 2021 MEETING MINUTES:

Chairman Haney asked if anyone had any changes that needed to be made to the minutes. The Planning Department said they needed to change some wording in the section of the Meagan Stone minutes. Daryl Brooks made a motion to amend the minutes. Terry Newberry seconded the motion to approve. Vote was unanimous. Motion to approve carried. Chairman Haney said that he needed to amend the order of the new business and wanted to move the Lashon Kelley rezone and variance to the top of the list due to the amount of people here for this. Susan Tankersley made a motion to amend the order. Todd Hold seconded the motion. Vote was unanimous. Motion to amend the order carried.

III. NEW BUSINESS:

A. Rezone:

1. **Lashon A. Kelley:** Bobby Howard came forward to represent Ms. Kelley in the rezone. He stated that Dollar General would like to buy 20 acres and divide off 3.7 to rezone to commercial to build a Dollar General. He talked about the water issue and that they would be willing to donate some of the property to the county to help with drainage issues on N. Longhollow Road and add footage on each side of the road in front of the proposed store. Daryl Brooks asked what the reason was for asking to have less parking spaced than what is required. Bobby Howard stated that they just feel like the requirements for spaces are outdated. Susan Tankersley asked if the store would be the market type and Mr. Howard said no it would be the next size down. Kristen Bubrig

asked how far away was the Family Dollar and Mr. Howard said about a third of a mile. Terry Newberry asked if there would be any fill dirt brought in and Mr. Howard said yes about seven to eight feet. Cindy Askew asked if the county had looked at the property that was offered to them. Mr. Howard said that he had talked to Carlen Bowers about the drainage situation in the area. Stan Porter asked what in the plan will make sure there would be no water issues. Mr. Howard stated that the soil and erosion plans would make sure that no more water would leave the site than what does now. Chairman Haney asked if anyone in the audience was against this rezone and around ten people stood up. He asked if they had a spokesperson and they said yes. Scott Glass came forward and presented a petition of people against this development. Mr. Glass discussed the water issue along with the concern over the possible increase of traffic. George Gilley said he was concerned about the hill on Mission Ridge Road and the stop sign that is hard to see. Chairman Haney asked if there was a motion. Daryl Brooks made a motion to deny. Kristen Bubrig seconded the motion. Eight members voted in favor to deny the rezone and one vote was in favor of the rezone. Motion to deny carried.

B. Variance:

1. Lashon A. Kelley: Chairman Haney asked if there was a motion on the variance request. Stan Porter made a motion to deny since the rezone was denied. Terry Newberry seconded the motion. Eight members voted in favor of denying the variance and one vote in favor of. Motion to deny carried.

C. Rezone:

1. Kenneth Kibler: Bobby Teems came forward to represent Mr. Kibler. Mr. Teems stated that the property was currently zoned commercial but surrounded by residential. He said that because of the current housing something like apartments is needed. He said that these would not be based on income or age. He said that the apartments would resemble the ones that have been built at the corner of Round Pond Road at the bypass. Kristen Bubrig asked how many units they would be looking at building and Mr. Teems said between 40-50. Michael Hicks asked if they have looked at the amount per acreage can be allowed and where would the entrance be. Mr. Teems said that the entrance would be off Hwy 27. Susan Tankersley asked if it would be age or income related and Mr. Teems said no. Chairman Haney asked if anyone in the audience had any comments. Mr. Peter Thomas came forward and said he lives across Hwy 27 from this property and that he was not in favor and would be worried about the increase of traffic and the types of buildings built. Chairman Haney asked if there was a motion. Kristen Bubrig made a motion to approve. Cindy Askew seconded the motion. Vote was unanimous. Daryl Brooks recused himself from the vote. Motion to approve carried.

D. Rezone:

1. Larry Bang: Mr. Bang came forward and stated that he would like to rezone his property from CBOD to C-1. Chairman Haney stated that the CBOD could not be rezoned that it was a blanket district over that area. Chairman Haney asked him was he just wanting to rezone to C-1 because it is already a commercial use and Mr. Bang said yes. He said that the building was built by Joe Garner and he ran his business out of the 3000 square foot building. He said that they had bulldozers and other equipment outside. He said that he has tried to sell the property, but most buyers want to be allowed to have outside storage for vehicles and such but cannot because of the zoning. Chairman Haney explained that even if the property is zoned commercial it would have to still meet the CBOD guidelines. Michael Hicks explained that if the property had been vacant for a year it lost the grandfathered use. Chairman Haney asked if anyone in the audience had any questions. Karen Mickles came forward and stated that she was not in favor of the rezone. She passed out pictures of the property and said that the reason that she knows so much about the property is that she use to be married to this man and Ms. Mickles and Mr. Bang started to talk over each other. At this point Chairman Haney said that he felt like they needed a new spokesperson and Ms. Mickles said no and was over talking Chairman Haney. Chairman Haney

asked that someone else come up to speak and Ms. Mickles said she wanted to record that she wanted to speak but could not. Laura Beth Newsom came up and stated that she has lived all her life in this area and that the building was never used as a commercial business that they only parked their equipment on the property. She then talked about the surrounding area. Chairman Haney then asked if there was a motion. Michael Hicks made a motion to deny. Stan Porter seconded the motion. Vote was unanimous. Jack Mullinax recused himself. Motion to deny carried.

E. Conditional Use Variance:

1. **Andrea White:** Alice Kaisor came forward and explained that she had been approved last year for a conditional use variance to reopen an existing store that has been vacant for over a year and that does not comply with the current zoning of R-3. She said because of her mothers declining health and her own health issues she would not be able to open the store but Mr. Vijay Patel would like to buy it and do the same thing she was approved for. Chairman Haney asked if there was a motion. Jack Mullinax made a motion to approve with the same guidelines as last time. Todd Holt seconded the motion. Vote was unanimous. Motion to approve carried.

IV. ADJOURNMENT:

Susan Tankersley made a motion to adjourn. Jack Mullinax seconded the motion. Motion carried. Meeting adjourned.

Date Submitted

Planning Commission Chairman

Date Submitted

Kristy Parker, Planning Commission Secretary

Date Submitted

David Brown, Director of Codes, Inspection & Planning

These minutes are also available in the Planning Office.

Applicant: Andrea White

Map & Parcel: 0-506-1-026 Rezone from: _____ to: _____

PLANNING COMMISSION RECOMMENDATION:

7-13-2021 APPROVED AS SUBMITTED

COMMISSIONERS FINAL DECISION:

Maura Klutke APPROVED AS SUBMITTED 7-22-2021

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

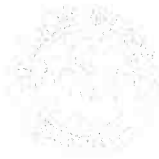
Within the past two years, have you made either campaign contributions totaling \$250.00 or more and/or given gifts having value of \$250.00 or more to a local government official who will be responsible for making a recommendation or decision on the application? YES () NO (X). If so, then on a separate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

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

Signature of Petitioner/Owner:

Donna White 6/17/21
OWNER DATE

Vivian Raley 06/16/2021
PETITIONER DATE



RESOLUTION R-033-21

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF WALKER COUNTY TO
AMEND THE FISCAL YEAR 2021 BUDGET TO APPROPRIATE FUNDS FOR THE
WALKER COUNTY SHERIFF'S OFFICE**

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

WHEREAS, O.C.G.A § 36-81-3 (d) requires any increase in appropriation at the legal level of control of a local government, whether accomplished through a change in expected revenues in any fund or through a transfer of appropriations among departments, shall require the approval of the governing authority by ordinance or resolution; and

WHEREAS, the Walker County Sheriff's Office is a legally constituted department of Walker County Government and is in need of funding to provide technology improvements for its deputies;

THEREFORE, BE IT RESOLVED that the Board of Commissioners of Walker County, Georgia hereby reallocates \$45,000.00 from 100.3360.542500.90 (Capital-Court Services) AND \$112,460.00 from 100.1535.541400.00 (Capital-Data Processing/MSI) to 320.1000.542500.90 (SPLOST 2020 - Other Equipment) in the FY2021 budget.

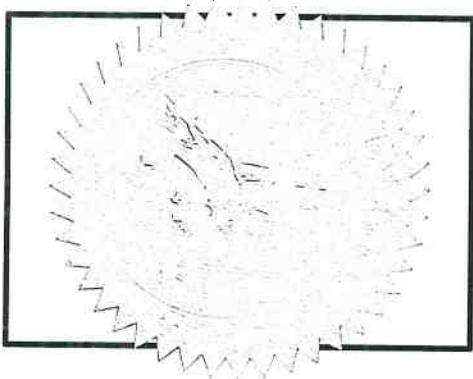
SO RESOLVED AND ADOPTED this 22nd day of July, 2021.

ATTEST:

REBECCA WOODEN, County Clerk

WALKER COUNTY, GEORGIA

SHANNON K. WHITFIELD, Chairman



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

SHIP TO

WALKER CO COMMISSIONER'S OFFICE
101 S DUKE ST
LA FAYETTE, GA30728

BILL TO

WALKER CO COMMISSIONER'S OFFICE
PO BOX 445
LA FAYETTE, GA30728

REPRINT PURCHASE ORDER

NO. 2021-00001762

DATE 07/15/2021

VENDOR 59993 CBO NETWORKS

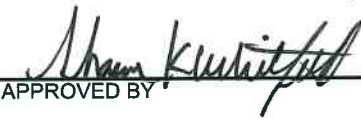
CONTACT

CBO NETWORKS
5958 SNOW HILL RD
SUITE 144-205
OOLTEWAH, TN 37363

DELIVER BY
SHIP VIA
FREIGHT TERMS
ORIGINATOR
RESOLUTION #
PAYMENT TERMS

Whitfield, Shannon

QUANTITY	U/M	DESCRIPTION	UNIT COST	TOTAL COST
67.0000	EA	Capital - Computers - Windows 10 Pro Latitude 5520 Laptops for Sheriff Deputies	\$1,753.0300	\$117,453.01
TOTAL DUE				\$117,453.01


APPROVED BY

SPECIAL INSTRUCTIONS



5958 SNOWHILL RD
SUITE 144-205
OOLTEWAH, TN 37363-7833

CONFIDENTIAL ESTIMATE

DATE ISSUED	QUOTE NO.
6/19/2021	39371

PHONE #	FAX #	E-MAIL	WEB SITE
423-629-9500	423-629-9502	billing@cbonetworks.com	www.cbonetworks.com

COMPANY INFORMATION		Ship To			
Walker County GA Government Attn: Sheriff Department 105 South Duke Street LaFayette, GA 30728		Walker County GA Government Attn: Sheriff Department 105 South Duke Street LaFayette, GA 30728			

PROJECT	TERMS	QUOTE VALID UNTIL	TECH REP	FOB	REQUESTED BY
	Net 30	7/19/2021			

ITEM	DESCRIPTION	QTY	UNIT	TOTAL
PREC	Latitude 5520 -Intel Core i5-11500H (4 Core, 8 MB Cache, 2.40 GHz to 4.20 GHz, 45w) -Windows 10 Pro English, French, Spanish -Microsoft Office 2019 H&B OEM -15.6"FHD, 16x9, 1920x1080,250 nit,WVA, Non-Touch, HD Camera and Mic, WLAN capable -16 GB, 1 x 16 GB, DDR4, 3200Mhz Non-ECC, SODIMM -M.2 2230 256 GB, Gen 3 PCIe x4 NVMe, Solid State Drive -Single Pointing Backlit English US Keyboard with numeric keypad -Intel Wi-Fi 6 AX201 Wireless Card with Bluetooth 5.1 -ProSupport: 7x24 Technical Support, 4 Years -ProSupport: Next Business Day Onsite, 4 Years	67	1,753.03	117,453.01T

Subtotal		\$117,453.01
Tax (0.0%)		\$0.00
TOTAL		\$117,453.01

SIGNATURE OF ACCEPTANCE _____

Pricing, specifications, availability and terms of offer may change without notice and are not transferable. Offers may not be combinable with other offers. Not for resale on auction sites or to consumers, Federal, State and Local Government, Education and Healthcare end users. CBO cannot be responsible for pricing or other errors, omissions, or consequences of misuse of site and its functions. Additional terms and conditions apply.

PLEASE REVIEW GENERAL TERMS & CONDITIONS AVAILABLE AT www.cbonetworks.com/terms
BY SIGNING THE PROVIDED ESTIMATE, YOU AGREE TO BE BOUND TO THE GENERAL TERMS & CONDITIONS AND THAT YOU ARE ACTING AS A LAWFUL REPRESENTATIVE OF YOUR COMPANY OR ORGANIZATION. FAX SIGNED COPY TO (423) 629-9502 OR REPLY TO EMAIL "I AGREE"THANK YOU!

SHIP TO

WALKER COUNTY IT DEPARTMENT
91 INDUSTRIAL DRIVE
CHICKAMAUGA, GA 30707

BILL TO

WALKER COUNTY IT DEPARTMENT
91 INDUSTRIAL DRIVE
CHICKAMAUGA, GA 30707

PURCHASE ORDER
NO. 2021-00001773

DATE 07/15/2021

VENDOR 60132 MOTOROLA SOLUTIONS INC

CONTACT

MOTOROLA SOLUTIONS INC
13104 COLLECTIONS CENTER DR
CHICAGO, IL 60693

DELIVER BY
SHIP VIA
FREIGHT TERMS
ORIGINATOR
RESOLUTION #
PAYMENT TERMS

Whitfield, Shannon

QUANTITY	U/M	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	EA	Capital - Other Equipment - 40 4RE In-car cams & 75 V300 Body-worn cams	\$557,460.0000	\$557,460.00
TOTAL DUE				\$557,460.00


APPROVED BY

SPECIAL INSTRUCTIONS



Quote For:

**Walker County Sheriff's Department
Attn: Captain Anderson**

Reference:

40 4RE In-car 75 V300 Body-worn VaaS

Quote By:

**WatchGuard Video
Kevin Mallonee**

Date: 06-28-21

Serving Law Enforcement with the Most Compelling, Quality Video Products

 MOTOROLA SOLUTIONS		WatchGuard Video 415 E. Exchange Allen, TX 75002 (P) 800-605-6734 (F) 212-383-9661		
Issued To:	Walker County Sheriff's Department - Attn: Captain Anderson		Date:	06-28-21
Project Name:	40 4RE In-car 75 V300 Body-worn VaaS		Quote ID:	LUE-0120-03

PROJECT QUOTATION

We at WatchGuard Video are pleased to quote the following systems for the above referenced project:

Qty	Item #	Description
(40)	AAS-ICV-BWC-5YR PaaS	Integrated Body-worn camera and In-car video and evidence management software - 5 Year Video-as-a-Service Package @ \$189 per Month <u>Software, Hardware & Refresh:</u> - Video-as-a-Service includes the cloud-based evidence management system, with unlimited storage and unlimited cloud sharing. - User licenses on a per-device basis. - CommandCentral Evidence, capture, records, redaction and community engagement capabilities included. - Body-worn camera (choice of mount) - Third year technology (Hardware) refresh. - CarDetector Mobile LPR w/ Vigilant LEARN (PlateSearch) - In-Car Video System (Choice of forward camera) - Includes 200GB DVR, Control panel & Infrared cabin camera - WiFi Dock, HiFi wireless microphone kit, MiKroTik WiFi Kit & Smart Power Switch <u>Subscription, Support & Warranty:</u> 5-year agreement (billed Quarterly or Annually) - No-Fault hardware warranty, Advanced hardware replacement service & 24/7 support
Subtotal Price (Excluding sales tax)		\$453,600.00

Qty	Item #	Description
(35)	AAS-BWC-5YR-001 PaaS	Body-worn camera and evidence management software - 5 Year Video-as-a-Service Package @ \$49 per Month <u>Software, Hardware & Refresh:</u> - Video-as-a-Service includes CommandCentral Evidence, the cloud-based evidence management system with unlimited device storage and unlimited cloud sharing. - User licenses on a per-device basis. 50 GB of non-device storage included per device, averaged across all devices in the program - CommandCentral Evidence, Records, Redaction, Sharing, Community Engagement capabilities and capture application included. - Body-worn camera (battery + choice of mount included) - Third year technology (Hardware) refresh. <u>Subscription, Support & Warranty:</u> 5-year agreement (billed Quarterly or Annually) - Advanced hardware replacement service & 24/7 support - No-Fault hardware warranty
Subtotal Price (Excluding sales tax)		\$102,900.00

Qty	Item #	Description
(2)	AAS-BWC-XFS-DOC PaaS	Transfer Station (8 Bay) Video-as-a-Service Package @ \$30 per Month 8-Bay Ethernet Transfer Station - Ethernet Cable, Rack mount (optional) & Power Cord
Subtotal Price (Excluding sales tax)		\$0.00

Qty	Item #	Description
(4)	AAS-BWC-USB-DOC PaaS	USB Docking Station Video-as-a-Service Package @ \$4 per Month USB Dock for Body-worn camera including USB Cable
Subtotal Price (Excluding sales tax)		\$960.00

Qty	Item #	Description
(3)	IV-ACK-WF-CS-AP	MikroTik Configured Wireless Access Point, 802.11n, 5GHz, SXT, AP (Sector) MikroTik Configured Wireless Access Point, 802.11n, 5GHz, SXT, AP
Subtotal Price (Excluding sales tax)		\$0.00

Qty	Item #	Description
(1)	WGW00122-400	Managed Software Installation Service; On-Site Assist Install, Training, Configuration, Project Management, Consultation
Subtotal Price (Excluding sales tax)		\$0.00

Qty	Item #	Description
(1)	Freight	Shipping & Handling
Subtotal Price (Excluding sales tax)		\$0.00

Purchase as a Service (PaaS)
Financial Profile

Total Price:	\$557,460.00
Contract Term:	5 Years
Monthly Payments:	\$9,291.00
Annual Invoice:	\$111,492.00

Quote Notes:

- 1. This Quote is valid for 90 days from the Quote Date. Pricing may change thereafter.
- 2. Any sales transaction resulting from this Quote is based on and subject to the applicable Motorola's Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents.
- 3. Motorola's Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.
- 4. Payment Terms: Equipment-Net 30 days upon shipment; Installation-Net 30 days upon completion; Services and Subscription Agreements-Net 30 days from receipt of Order.
- 5. The pricing in this Quote does not include any applicable taxes (e.g. sales/use tax).
- 6. NOTE TO SELLER: For existing customers, please validate whether additional terms are required for the sale of any new product, software, service or subscription with your assigned territory legal resource.
- 7. Quote assumes tax exempt status
- 8. Agency will be providing their own upload appliance - Computer specs to be provided for guidance

Quoted by: Kevin Mallonee - Motorola Solutions - 800-605-6734 - kevin.mallonee@motorolasolutions.com

Total Price	\$557,460.00
Amortized	\$557,460.00 (5 Payments of \$111,492.00)
Due Now	\$111,492.00
Annual Invoice (Excluding sales tax)	\$111,492.00

SHIP TO

WALKER CO COMMISSIONER'S OFFICE
101 S DUKE ST
LA FAYETTE, GA30728

BILL TO

WALKER CO COMMISSIONER'S OFFICE
PO BOX 445
LA FAYETTE, GA30728

PURCHASE ORDER
NO. 2021-00001782

DATE 07/16/2021

VENDOR 55673 LEE SMITH INC

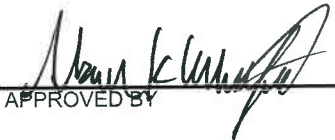
CONTACT

LEE SMITH INC
2600 8TH AVE
CHATTANOOGA, TN37407

DELIVER BY
SHIP VIA
FREIGHT TERMS
ORIGINATOR
RESOLUTION #
PAYMENT TERMS

Whitfield, Shannon

QUANTITY	U/M	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	EA	Capital - Vehicles	\$57,750.0000	\$57,750.00
TOTAL DUE				\$57,750.00


APPROVED BY

SPECIAL INSTRUCTIONS

Prepared for: Robert Blakemore

Walker County Dist 1

Prepared by: Andy Ashford

07/07/2021



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

2021 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Price Level: 120 | Stock No: MED59211 | Quote ID: District1

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
W5H	Base Vehicle Price (W5H)	\$47,540.00
Packages		
660A	Order Code 660A <i>Includes:</i> - Transmission: TorqShift 10-Speed Automatic 10R140 with neutral idle and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery. - Wheels: 19.5" x 6" Argent Painted Steel Hub covers/center ornaments not included. - HD Vinyl 40/20/40 Split Bench Seat Includes center armrest, cupholder and driver's side manual lumbar. - Radio: AM/FM Stereo w/MP3 Player Includes 6 speakers. - SYNC Communications & Entertainment System Includes enhanced voice recognition, 911 Assist, 4.2" LCD center stack screen, AppLink, 1 smart-charging USB-C port and steering wheel audio controls.	N/C
Powertrain		
99T	Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20 <i>Includes Diesel Exhaust Fluid (DEF) tank, intelligent oil-life monitor and manual push-button engine-exhaust braking.</i> <i>Includes:</i> - Dual 78-AH 750 CCA Batteries	\$9,325.00
44G	Transmission: TorqShift 10-Speed Automatic <i>10R140 with neutral idle and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery.</i>	Included
X8L	Limited Slip w/4.88 Axle Ratio	\$360.00
68M	GVWR: 19,500 lb Payload Plus Upgrade Package <i>Includes upgraded frame, rear-axle and low deflection/high capacity springs. Increases max RGAWR to 14, 706. Note: See Order Guide Supplemental Reference for further details on GVWR.</i>	\$1,155.00
Wheels & Tires		
TGM	Tires: 225/70Rx19.5G BSW Traction <i>Includes 4 traction tires on the rear and 2 A/P tires on the front.</i>	\$190.00
64Z	Wheels: 19.5" x 6" Argent Painted Steel <i>Hub covers/center ornaments not included.</i>	Included
512	Spare Tire, Wheel & Jack	\$350.00

Prepared for: Robert Blakemore

Walker County Dist 1
Prepared by: Andy Ashford
07/07/2021



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

2021 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Price Level: 120 | Stock No: MED59211 | Quote ID: District1

As Configured Vehicle (cont'd)

Code	Description	MSRP
	Required in Rhode Island. <i>Excludes carrier.</i> <i>Includes:</i> - 6-Ton Hydraulic Jack	
Seats & Seat Trim		
A	HD Vinyl 40/20/40 Split Bench Seat <i>Includes center armrest, cupholder and driver's side manual lumbar.</i>	Included
Other Options		
PAINT	Monotone Paint Application	STD
179WB	179" Wheelbase	STD
STDRD	Radio: AM/FM Stereo w/MP3 Player <i>Includes 6 speakers.</i> <i>Includes:</i> - SYNC Communications & Entertainment System <i>Includes enhanced voice recognition, 911 Assist, 4.2" LCD center stack screen, AppLink, 1 smart-charging USB-C port and steering wheel audio controls.</i>	Included
96V	XL Value Package <i>Includes:</i> - XL Decor Group - Chrome Front Bumper - Steering Wheel-Mounted Cruise Control	\$395.00
90L	Power Equipment Group <i>Deletes passenger side lock cylinder. Includes upgraded door-trim panel.</i> <i>Includes:</i> - Accessory Delay - Advanced Security Pack <i>Includes SecuriLock Passive Anti-Theft System (PATS) and inclination/intrusion sensors.</i> - Manual Telescoping/Folding Trailer Tow Mirrors <i>Includes power/heated glass and heated convex spotter mirror.</i> - MyKey <i>Includes owner controls feature.</i> - Power Front & Rear Side Windows <i>Includes 1-touch up/down driver/passenger window.</i> - Power Locks - Remote Keyless Entry	\$1,075.00
535	High Capacity Trailer Tow Package <i>Includes upgraded rear axle. Increases GCW from 32,500 lbs. to 40,000 lbs. Note: Salesperson's Portfolio or Trailer Towing Guide should be consulted for specific trailer-towing or camper limits and corresponding required equipment, axle ratios and model availability. See Supplemental Reference for vehicle height consideration.</i>	\$580.00
41H	Engine Block Heater	\$100.00
41P	Transfer Case Skid Plates	\$100.00
61J	6-Ton Hydraulic Jack	Included

Prepared for: Robert Blakemore

Walker County Dist 1

Prepared by: Andy Ashford

07/07/2021



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

2021 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Price Level: 120 | Stock No: MED59211 | Quote ID: District1

As Configured Vehicle (cont'd)

Code	Description	MSRP
62R	Transmission Power Take-Off Provision <i>Includes mobile and stationary PTO modes.</i>	N/C
67A	332 Amp Alternators	N/C
52B	Trailer Brake Controller <i>Includes smart trailer tow connector. Verified to be compatible with electronic actuated drum brakes only.</i>	\$270.00
18B	Platform Running Boards	\$445.00
872	Rear View Camera & Prep Kit <i>Pre-installed content includes cab wiring and frame wiring to the rear most cross member. Upfitters kit includes camera with mounting bracket, 20' jumper wire and camera mounting/aiming instructions.</i>	\$415.00
43C	110V/400W Outlet <i>Includes 1 in-dash mounted outlet.</i>	\$175.00
Fleet Options		
525_	Steering Wheel-Mounted Cruise Control	Included
Emissions		
425	50-State Emissions System	STD
Interior Color		
AS_01	Medium Earth Gray	N/C
Exterior Color		
Z1_01	Oxford White	N/C
SUBTOTAL		\$62,475.00
Destination Charge		\$1,695.00
TOTAL		\$64,170.00

Prepared for: Robert Blakemore



Walker County Dist 1
Prepared by: Andy Ashford
07/07/2021

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

2021 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Price Level: 120 | Stock No: MED59211 | Quote ID: District1

Pricing Summary - Single Vehicle

MSRP

Vehicle Pricing

Base Vehicle Price	\$47,540.00
Options	\$14,935.00
Colors	\$0.00
Upfitting	\$0.00
Fleet Discount	\$0.00
Destination Charge	\$1,695.00
Subtotal	\$64,170.00

Pre-Tax Adjustments

Code	Description	MSRP
FIRE	FIRE EXTINGUISHER & TRIANGLE KIT	\$250.00
LSI discount 1	Lee-Smith Preferred Customer Discount	-\$6,670.00
Total		\$57,750.00


Customer Signature

07/22/2021
Acceptance Date

SHIP TO

WALKER CO COMMISSIONER'S OFFICE
101 S DUKE ST
LA FAYETTE, GA30728

BILL TO

WALKER CO COMMISSIONER'S OFFICE
PO BOX 445
LA FAYETTE, GA30728

PURCHASE ORDER
NO. 2021-00001781
DATE 07/16/2021

VENDOR 55673 LEE SMITH INC

CONTACT

LEE SMITH INC
2600 8TH AVE
CHATTANOOGA, TN37407

DELIVER BY
SHIP VIA
FREIGHT TERMS
ORIGINATOR
RESOLUTION #
PAYMENT TERMS

Whitfield, Shannon

QUANTITY	U/M	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	EA	Capital - Vehicles	\$63,487.0000	\$63,487.00
TOTAL DUE				\$63,487.00


APPROVED BY

SPECIAL INSTRUCTIONS

Prepared for: Shannon Whitfield

Commissioner, Walker County Govt

Prepared by: Andy Ashford

07/15/2021

2021 F-550 Chassis 4x4 SD Crew Cab 203" WB DRW XL (W5H)

Price Level: 120 | Quote ID: MED59215

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
W5H	Base Vehicle Price (W5H)	\$47,720.00
Packages		
660A	Order Code 660A <i>Includes:</i> - Transmission: TorqShift 10-Speed Automatic 10R140 with neutral idle and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery. - Wheels: 19.5" x 6" Argent Painted Steel Hub covers/center ornaments not included. - HD Vinyl 40/20/40 Split Bench Seat Includes center armrest, cupholder and driver's side manual lumbar. - Radio: AM/FM Stereo w/MP3 Player Includes 6 speakers. - SYNC Communications & Entertainment System Includes enhanced voice recognition, 911 Assist, 4.2" LCD center stack screen, AppLink, 1 smart-charging USB-C port and steering wheel audio controls.	N/C
Powertrain		
99T	Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20 <i>Includes Diesel Exhaust Fluid (DEF) tank, intelligent oil-life monitor and manual push-button engine-exhaust braking.</i> <i>Includes:</i> - Dual 78-AH 750 CCA Batteries	\$9,325.00
44G	Transmission: TorqShift 10-Speed Automatic <i>10R140 with neutral idle and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery.</i>	Included
X8L	Limited Slip w/4.88 Axle Ratio	\$360.00
68M	GVWR: 19,500 lb Payload Plus Upgrade Package <i>Includes upgraded frame, rear-axle and low deflection/high capacity springs. Increases max RGAWR to 14, 706. Note: See Order Guide Supplemental Reference for further details on GVWR.</i>	\$1,155.00
Wheels & Tires		
TGM	Tires: 225/70Rx19.5G BSW Traction <i>Includes 4 traction tires on the rear and 2 A/P tires on the front.</i>	\$190.00
64Z	Wheels: 19.5" x 6" Argent Painted Steel <i>Hub covers/center ornaments not included.</i>	Included
512	Spare Tire, Wheel & Jack	\$350.00

Prepared for: Shannon Whitfield

Commissioner, Walker County Govt

Prepared by: Andy Ashford

07/15/2021



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

2021 F-550 Chassis 4x4 SD Crew Cab 203" WB DRW XL (W5H)

Price Level: 120 | Quote ID: MED59215

As Configured Vehicle (cont'd)

Code	Description	MSRP
	Required in Rhode Island. <i>Excludes carrier.</i> <i>Includes:</i> - 6-Ton Hydraulic Jack	
Seats & Seat Trim		
A	HD Vinyl 40/20/40 Split Bench Seat <i>Includes center armrest, cupholder and driver's side manual lumbar.</i>	Included
Other Options		
PAINT	Monotone Paint Application	STD
203WB	203" Wheelbase	STD
STDRD	Radio: AM/FM Stereo w/MP3 Player <i>Includes 6 speakers.</i> <i>Includes:</i> - SYNC Communications & Entertainment System <i>Includes enhanced voice recognition, 911 Assist, 4.2" LCD center stack screen, AppLink, 1 smart-charging USB-C port and steering wheel audio controls.</i>	Included
96V	XL Value Package <i>Includes:</i> - XL Decor Group - Chrome Front Bumper - Steering Wheel-Mounted Cruise Control	\$395.00
90L	Power Equipment Group <i>Deletes passenger side lock cylinder. Includes upgraded door-trim panel.</i> <i>Includes:</i> - Accessory Delay - Advanced Security Pack <i>Includes SecuriLock Passive Anti-Theft System (PATS) and inclination/intrusion sensors.</i> - Manual Telescoping/Folding Trailer Tow Mirrors <i>Includes power/heated glass and heated convex spotter mirror.</i> - MyKey <i>Includes owner controls feature.</i> - Power Front & Rear Side Windows <i>Includes 1-touch up/down driver/passenger window.</i> - Power Locks - Remote Keyless Entry	\$1,075.00
535	High Capacity Trailer Tow Package <i>Includes upgraded rear axle. Increases GCW from 32,500 lbs. to 40,000 lbs. Note: Salesperson's Portfolio or Trailer Towing Guide should be consulted for specific trailer-towing or camper limits and corresponding required equipment, axle ratios and model availability. See Supplemental Reference for vehicle height consideration.</i>	\$580.00
41H	Engine Block Heater	\$100.00
41P	Transfer Case Skid Plates	\$100.00
61J	6-Ton Hydraulic Jack	Included

Prepared for: Shannon Whitfield

Commissioner, Walker County Govt

Prepared by: Andy Ashford

07/15/2021



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

2021 F-550 Chassis 4x4 SD Crew Cab 203" WB DRW XL (W5H)

Price Level: 120 | Quote ID: MED59215

As Configured Vehicle (cont'd)

Code	Description	MSRP
62R	Transmission Power Take-Off Provision <i>Includes mobile and stationary PTO modes.</i>	N/C
67A	332 Amp Alternators	N/C
52B	Trailer Brake Controller <i>Includes smart trailer tow connector. Verified to be compatible with electronic actuated drum brakes only.</i>	\$270.00
18B	Platform Running Boards	\$445.00
872	Rear View Camera & Prep Kit <i>Pre-installed content includes cab wiring and frame wiring to the rear most cross member. Upfitters kit includes camera with mounting bracket, 20' jumper wire and camera mounting/aiming instructions.</i>	\$415.00
43C	110V/400W Outlet <i>Includes 1 in-dash mounted outlet.</i>	\$175.00
Fleet Options		
525_	Steering Wheel-Mounted Cruise Control	Included
Emissions		
425	50-State Emissions System	STD
Interior Color		
AS_01	Medium Earth Gray	N/C
Exterior Color		
Z1_01	Oxford White	N/C
SUBTOTAL		\$62,655.00
Destination Charge		\$1,695.00
TOTAL		\$64,350.00

Prepared for: Shannon Whitfield

Commissioner, Walker County Govt

Prepared by: Andy Ashford

07/15/2021

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



2021 F-550 Chassis 4x4 SD Crew Cab 203" WB DRW XL (W5H)

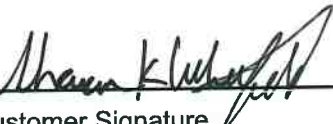
Price Level: 120 | Quote ID: MED59215

Pricing Summary - Single Vehicle

	MSRP
Vehicle Pricing	
Base Vehicle Price	\$47,720.00
Options	\$14,935.00
Colors	\$0.00
Upfitting	\$0.00
Fleet Discount	\$0.00
Destination Charge	\$1,695.00
Subtotal	\$64,350.00

Pre-Tax Adjustments

Code	Description	MSRP
Knapheide Body	11 foot PGNB-116 Platform body with under body tool boxes	\$6,786.51
SAFETY EQUIP	Triangle kit and Fire extinguisher	\$250.49
LSI discount 1	Lee-Smith Preferred Customer Discount	-\$7,900.00
Total		\$63,487.00


Customer Signature


Acceptance Date

SHIP TO

WALKER CO COMMISSIONER'S OFFICE
101 S DUKE ST
LA FAYETTE, GA30728

BILL TO

WALKER CO COMMISSIONER'S OFFICE
PO BOX 445
LA FAYETTE, GA30728

PURCHASE ORDER
NO. 2021-00001780

DATE 07/16/2021

VENDOR 55673 LEE SMITH INC

CONTACT

LEE SMITH INC
2600 8TH AVE
CHATTANOOGA, TN37407

DELIVER BY
SHIP VIA
FREIGHT TERMS
ORIGINATOR
RESOLUTION #
PAYMENT TERMS

Whitfield, Shannon

QUANTITY	U/M	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	EA	Capital - Vehicles	\$84,828.0000	\$84,828.00
TOTAL DUE				\$84,828.00



APPROVED BY

SPECIAL INSTRUCTIONS

Prepared for: Shannon Whitfield

Commissioner, Walker County Govt

Prepared by: Andy Ashford

07/15/2021



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

2019 F-750 Diesel SuperCab Base (X7D)

Price Level: 950

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
X7D	Base Vehicle Price (X7D)	\$71,425.00
Engines		
99C	6.7L Power Stroke V8 Turbo Diesel - 270 HP @ 2400 RPM Includes Engine Exhaust Brake and manual regen capability. Torque: 675 ft.lbs. @ 1600 rpm. <i>Governed RPM: 3200. Includes CARB clean idle label - may be removed if un-necessary.</i>	STD
425	50-State Emissions	N/C
41H	Engine Block Heater, Phillips, 120 Volt/750 Watt	\$60.00
Transmissions		
44G	Ford TorqShift HD 6-Speed Automatic - Double Overdrive, less PTO Provision, less Park Pawl	STD
41A	Transmission Power Take-Off Provision w/LiveDrive Capability	\$895.00
Front Wheels & Tires		
643	Wheels, Front 22.5x8.25 White Powder Coated Steel, 10-Hole <i>(285.75MM BC) hub piloted, flanged nut, metric mount, 8.25 DC rims; with steel hubs.</i>	STD
TC1	Tires, Front Two 11R22.5G Michelin XZE2 (496 rev/mile)	\$140.00
Rear Wheels & Tires		
663	Wheels, Rear 22.5x8.25 White Powder Coated Steel, 10-Hole <i>(285.75MM BC) hub piloted, flanged nut, metric mount, 8.25 DC rims; with steel hubs.</i>	STD
RMA	Tires, Rear Four 11R22.5G Michelin X Multi D(496 rev/mile)	\$325.00

Brakes

Prepared for: Shannon Whitfield

Commissioner, Walker County Govt

Prepared by: Andy Ashford

07/15/2021

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



2019 F-750 Diesel SuperCab Base (X7D)

Price Level: 950

As Configured Vehicle (cont'd)

Code	Description	MSRP
67C	Air Brakes - Straight Truck <i>Meritor Q-Plus with ABS, Bendix Anti-Lock Brake System, 4-channel. Includes 15" x 4" front brakes, dual direct reading air pressure gauges, brake lines color coded nylon, Bendix 13.2 CFM capacity air compressor, instrument panel mounted yellow knob parking brake control valve, automatic slack adjusters front and rear, two rear spring parking air brake chambers mounted on front of rear axle, three drain valves and two air tanks (Reference Body Builders Book for location). Rear brake size and components dependent upon axle selection.</i>	\$1,770.00
62D	Air Dryer, Bendix AD/IP w/Heater <i>Mounted left frame rail.</i>	\$460.00
Front Axle and Suspension		
43N	10,000 lb. Cap. Non-Driving - Dana E-1002I - I-Beam Type	STD
61C	Taper-Leaf Springs, Parabolic - 10,000 lb. Cap <i>2-leaf, 62" x 3.15". Also includes, standard duty, dual, double acting shock absorbers.</i>	STD
60A	Lube, Front Axle, EmGard 50W, Synthetic Oil	\$50.00
Rear Axle and Suspension		
475	21,000 lb. Single Reduction - Open - Dana / Spicer 21060S <i>NOTE: When specifying an axle ratio, check performance guidelines for startability and gradeability.</i>	STD
68P	Multi-Leaf Springs - 21,000 lb. Cap <i>11-leaf. Includes 2,000 lb auxiliary springs for load stabilization.</i>	STD
607	Lube, Rear Axle, EmGard 75W-90, Synthetic Oil	\$100.00
X6B	6.17 Axle Ratio	N/C
Wheelbase		
179WB	179" Wheelbase/84" CA/49" AF/267" OAL	STD
Frame		
535	Single Channel - Straight 'C' 15.14 SM, 80,000 PSI <i>1,211,200 RBM. High strength low alloy steel. 10.250" x 3.092" x 0.375" (260.4mm x 78.5mm x 9.5mm).</i>	STD

Prepared for: Shannon Whitfield

Commissioner, Walker County Govt

Prepared by: Andy Ashford

07/15/2021

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



2019 F-750 Diesel SuperCab Base (X7D)

Price Level: 950

As Configured Vehicle (cont'd)

Code	Description	MSRP
765	Bumper, Front - Full Width, Chrome Plated Steel - (Included in (90E) Exterior Appearance Group)	\$490.00
18D	Special Rating GVWR - Limited to 25,999 lb. GVWR	\$120.00
86C	Chrome Grille Surround - (Included in (90E) Exterior Appearance Group)	\$245.00

Exhaust

91D	Under Cab, Vertical Outlet, Right Side, Switchback-Style	\$715.00
WARNING! The selection of this Exhaust could reduce the available CA dimension.		
Single, horizontal muffler, right side under cab outside of frame rail with vertical exhaust passenger side rear corner with heatshield and turnout exit.		

Fuel Tanks

65E	Fuel Tank - LH 65 Gallon Rectangular - Aluminum	STD
12	12 Gal. Single Tank Fuel Fill. Mandatory Charge Applied, Based On Tank Selection	\$0.00

Electrical / Alternator / Battery

17C	220 Amp Denso SC6 Alternator	\$220.00
55M	Jump Start Stud - Remote Mounted	\$90.00
63B	Battery - Two 900 CCA, 1800 Total, Includes Steel Battery Box 12Volt, Motorcraft.	\$60.00
59C	Body Builder Wiring - At End of Frame, Combined - (ILO Standard - Back of Cab Combined) Includes sealed connectors for 2 ground circuits, with combined left/stop, combined right/stop, back up lamps. Also includes 2 additional pass through wires to cab.	\$135.00
962	Daytime Running Lamps	\$45.00

Prepared for: Shannon Whitfield

Commissioner, Walker County Govt

Prepared by: Andy Ashford

07/15/2021

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



2019 F-750 Diesel SuperCab Base (X7D)

Price Level: 950

As Configured Vehicle (cont'd)

Code	Description	MSRP
16V	Voltmeter <i>Available in message center.</i>	\$100.00
Seats		
88Y	40/20/40 Fixed Driver & Fixed Passenger w/Unique 20% Fold-Down Console - Vinyl	\$420.00
87B	60/40 Rear Bench Seat w/Bolster and Flip-Up Cushion <i>Trim will match selected driver seat material.</i>	Included
Cab Interior		
600A	Preferred Equipment Package 600A <i>Includes:</i> <i>- Wheel Seals, Front - Oil lubricated, SKF ScotSeal PlusXL Seals</i> <i>- Wheel Seals, Rear - Oil lubricated, SKF ScotSeal PlusXL Seals</i> <i>- Manual Regen Initiation - Driver Interface in Message Center</i> <i>- Engine Exhaust Brake</i> <i>- Lights - Roof Marker/Clearance - Amber Lenses, 5 Lights</i> <i>- Tow Hooks, Front (2) - Frame-Mounted, Painted Black</i> <i>- Four Body Builder Switches - Mounted in Center Instrument Panel</i> <i>With connector access located in engine compartment. Amperages vary by switch: 10, 15, 25, 25.</i> <i>- Floor Covering - Black Vinyl</i> <i>- Intelligent Oil Life Monitor</i> <i>- Steering Column - Tilt</i> <i>- Steering Wheel - Black PVC w/Integral Cruise Control Switches</i>	N/C
90A	Appearance Group <i>Includes front-mounted overhead console with dual sunglass bins and integral front map reading lights.</i> <i>Includes:</i> <i>- Chrome Trimmed Air Registers w/Positive Shut-Off</i> <i>- 60/40 Rear Bench Seat w/Bolster and Flip-Up Cushion</i> <i>Trim will match selected driver seat material.</i> <i>- Power Equipment Group - (Included in (90A) Appearance Group)</i> <i>Includes power front side windows, manual rear side windows, power door locks and door trim panel.</i>	\$830.00
90P	Power Equipment Group - (Included in (90A) Appearance Group) <i>Includes power front side windows, manual rear side windows, power door locks and door trim panel.</i>	Included
55P	110 A/C Outlet - in Lower Center Finish Panel	\$100.00
21D	SYNC Media System <i>Includes dash mounted USB 2.0 port and redundant steering wheel SYNC controls.</i>	\$395.00
586	Radio, Electronic Premium AM/FM Stereo, Disc	\$280.00

Prepared for: Shannon Whitfield

Commissioner, Walker County Govt

Prepared by: Andy Ashford

07/15/2021

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



2019 F-750 Diesel SuperCab Base (X7D)

Price Level: 950

As Configured Vehicle (cont'd)

Code	Description	MSRP
	With 4 speakers, dash-mounted aux audio input jack and clock and redundant steering wheel audio controls.	
85A	SecuriLock Passive Anti-Theft System	\$120.00
	The SecuriLock Passive Anti-Theft System is designed to help prevent the engine from being started unless a coded key, programmed to the vehicle, is used. It helps protect against drive-away theft through an electronically coded ignition key, its electronically coded ignition key features billions of possible codes to start the vehicle and is not compatible with non-OEM aftermarket remote start systems.	
85K	Remote Keyless Entry w/2 Key Fobs	\$170.00
Cab Exterior		
59A	Horn, Air - Black, Single Trumpet	\$90.00
	Air solenoid operated, chassis mounted on rail back of bumper.	
54R	Mirrors, Dual - Heated & Motorized Rectangular, XL2020 - 102" Width	\$275.00
	Integral spot mirror, sail type, solid black finish.	
Ship-Thru		
21A	Pre-Delivery Inspection	N/C
	Selection requires that you also choose either (314) or (31F) or (31V) to have the Inspection performed.	
31F	Ship-Thru - NFS National Fleet Services	N/C
	MAY be selected w/o adding (21A). For MODIFICATIONS ONLY, Dealer must make arrangements directly with NFS (please use CVT Resources for add. Info).	
Miscellaneous		
PAINT	Paint Type - Environmentally Friendly, "3 - Wet System"	STD
Interior Color		
E_01	Gray	N/C
Exterior Color		
YZ_01	Oxford White	N/C
SUBTOTAL		\$80,125.00

Prepared for: Shannon Whitfield

Commissioner, Walker County Govt

Prepared by: Andy Ashford

07/15/2021

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



2019 F-750 Diesel SuperCab Base (X7D)

Price Level: 950

As Configured Vehicle (cont'd)

Code	Description	MSRP
	Destination Charge	\$2,095.00
	TOTAL	\$82,220.00

Prepared for: Shannon Whitfield

Commissioner, Walker County Govt

Prepared by: Andy Ashford

07/15/2021

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



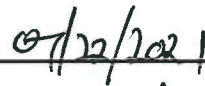
2019 F-750 Diesel SuperCab Base (X7D)

Price Level: 950

Pricing Summary - Single Vehicle

		MSRP
<i>Vehicle Pricing</i>		
Base Vehicle Price		\$71,425.00
Options		\$8,700.00
Colors		\$0.00
Upfitting		\$0.00
Fleet Discount		\$0.00
Destination Charge		\$2,095.00
Subtotal		\$82,220.00
<i>Pre-Tax Adjustments</i>		
Code	Description	MSRP
SAFETY EQUIP nc	Triangle kit and Fire extinguisher	\$250.00
Knapheide	11 Foot Dump 16 in drop side black	\$15,442.00
LSI discount	Lee-Smith Preferred Customer Discount	-\$13,084.00
Total		\$84,828.00


Customer Signature


Acceptance Date

BARGE DESIGN SOLUTIONS, INC.

PROFESSIONAL SERVICES AGREEMENT

This agreement is made as of July 02, 2021 by and between Rossville, GA Sports Complex (**Client**) and Barge Design Solutions, Inc. (**Barge**) for professional services for the assignment described as follows:

Project: Rossville, Ga Sports Complex Renovations
Location: Chattanooga, TN

Description of Project: Barge Design Solutions, Inc. (Barge) proposes to provide Conceptual Site Master Planning services for the renovation of the existing Rossville Recreation Complex for Walker County, Georgia (Client).

I. **PROFESSIONAL SERVICES:** BARGE agrees to perform the following Basic Services under this contract:

Please reference Attachment "A"

II. **COMPENSATION:** Client shall compensate Barge for the Basic Services as follows:

Please reference Attachment "A"

In addition, Client shall pay Barge for additional services performed beyond the Basic Services in accordance with the hourly rate schedule attached as Exhibit "A" to this Agreement.

III. **PAYMENTS:** Invoices for services rendered will be issued monthly, and payment is due upon receipt of each invoice. Unless special arrangements are made, a finance charge of 1.5% per month will be added to unpaid balances more than thirty (30) days old. In the event legal action is necessary to enforce the payment terms of this agreement, Barge shall be entitled to a judgment for its attorneys' fees, court costs, and other collection expenses.

IV. **TIME:** unless agreed otherwise in writing, Barge will commence its services within a reasonable time after receipt of an executed copy of this agreement. Barge will perform its services in a timely manner commensurate with the exercise of due professional care. time for performance shall be extended as necessary for delays or suspensions due to circumstances beyond Barge's control. if such delay or suspension extends more than six months (cumulatively), Barge's compensation shall be equitably adjusted.

V. **SUSPENSION OF SERVICES:** If Client fails to pay any invoice when due or otherwise is in material breach of this Agreement, Barge may at its sole discretion suspend performance of services upon five (5) days' written notice to Client. Barge shall have no liability to Client, and Client agrees to make no claim for any delay or damage as a result of such suspension. Upon cure of the cause of the suspension, Barge shall resume services within a reasonable time, and there shall be an equitable adjustment of the project schedule and fees to reflect the effects of such suspension.

VI. **STANDARD OF CARE:** Notwithstanding any other provision of this Agreement or any other document describing the services, Barge shall perform its services in accordance with the standard of professional care ordinarily exercised under similar circumstances by reputable members of its profession in the same locality at the time the services are provided. No warranty, expressed or

implied, is made or intended by **Barge**. The parties further agree that **Barge** is not a fiduciary of **Client**.

- VII. TERMINATION:** The obligation to provide further services under this Agreement may be terminated without cause by either party upon ten (10) days' written notice to the other party. On termination by either the **Client** or **Barge**, **Client** shall pay **Barge** all amounts due for any services performed to the date of termination (plus all reimbursable expenses incurred). Upon such termination by **Client**, it shall immediately return to **Barge** all drawings, reports, documents, and other instruments of professional services prepared by **Barge**, and **Client** shall make no further use thereof.
- VIII. OWNERSHIP AND REUSE OF DOCUMENTS:** All documents, including without limitation, drawings, specifications, and reports prepared by **Barge** pursuant to this Agreement are instruments of professional service. **Barge** shall own all legal and equitable rights therein, including copyrights. Such instruments are not intended or represented to be suitable for reuse by **Client** or others for additions or modifications of the Project or on any other project. Any reuse without written consent of **Barge** shall be at **Client's** sole risk and without liability to **Barge**; and to the fullest extent permitted by law, **Client** shall indemnify, defend, and hold harmless **Barge** from and against any and all claims, damages, losses, and expenses, including reasonable attorneys' fees and costs of defense arising out of or resulting therefrom. **Barge** shall be entitled to further compensation for services it is requested to perform in connection with any reuse of its instruments of professional service.
- IX. ACCESS TO THE SITE/JOBSITE SAFETY:** Unless otherwise stated, **Barge** will have access to the site for activities necessary for the performance of its services. **Client** agrees that **Barge** shall have no responsibility for the means, methods, sequences, procedures, techniques, and scheduling of construction, as these decisions are solely the responsibility of the contractors. **Barge** further shall have no authority or duty to supervise the construction workforce and shall not be responsible for jobsite safety or for any losses or injuries that occur at the Project site.
- X. INSURANCE:** **Barge** shall endeavor to secure and maintain insurance in such amounts as it deems necessary to protect **Barge** from claims of professional negligence arising from the performance of services under this Agreement.
- XI. RISK ALLOCATION:** In recognition of the relative risks, rewards, and benefits of the Project to both **Client** and **Barge**, to the fullest extent permitted by law, the parties agree to allocate the risks such that **Barge's** total liability to **Client** for any and all injuries, claims, losses, expenses, damages, and/or claim expenses arising out of **Barge's** services under this Agreement from any cause or causes shall not exceed the amount of **Barge's** fee or **One Hundred Thousand Dollars (\$100,000)**, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.
- XII. DISPUTE RESOLUTION:** It is agreed that all claims, disputes, or other matters in question arising out of or related to this Agreement shall be submitted to nonbinding mediation before any legal proceeding is commenced. The parties shall equally bear the fees and expenses charged by the mediator.
- XIII. OPINIONS OF CONSTRUCTION COST:** Any opinion of probable construction cost prepared by **Barge** represents the judgment of one or more **Barge** design professionals and is supplied for general guidance of **Client**. Since **Barge** has no control over the construction marketplace and

does not use the same pricing methods used by contractors, **Barge** does not guarantee the accuracy of such opinions.

XIV. GOVERNING LAW: Unless otherwise specified within this Agreement, this Agreement shall be governed by the laws of the State of Tennessee.

Rossville, GA Sports Complex	Barge Design Solutions, Inc.
By:	By:
Printed Name:	Printed Name:
Title:	Title:
Address:	Address: 1110 Market Street, Suite 200 Chattanooga, TN 37402
Date Signed:	Date Signed:
Tax I.D. Number:	



EXHIBIT A

SCHEDULE OF STANDARD CHARGES
HOURLY-RATE BASIS

Principal-In-Charge	\$225
Client Service Lead	\$215
Sr. Project Manager / Engineering Manager / LA Manager / Sr. Technical Leader / Quality Control.....	\$200
Project Manager	\$180
Sr. Professional Engineer	\$180
Professional Engineer II	\$140
Professional Engineer I	\$125
Engineering Intern.....	\$115
Sr. Designer / Specialist.....	\$150
Designer	\$110
CADD Technician	\$90
Sr. Landscape Architect	\$170
Landscape Architect.....	\$115
Landscape Architect-In-Training	\$90
Sr. Registered Land Surveyor	\$150
Two-man Survey Crew.....	\$150
Registered Land Surveyor	\$100
Survey Technician w/ Robotic Instr. / GPS	\$90
One-man Field Assistant.....	\$80
Resident Project Representative	\$85
Project Administrator	\$100
Office Administrator	\$80
Administrative Support	\$75

Outside services contracted for a specific project, such as professional and technical consultants, laboratory testing, reproduction, photography, etc., will be invoiced at the amount of the subcontractor's statement plus 15 percent.

Other expenses which are properly chargeable to the work will be invoiced as follows:

- a. Travel by company or private vehicle at the IRS approved standard mileage rate.
- b. In-house printing, reproduction, and photography charges at commercial rates.
- c. Travel and living expenses for all personnel when required to be away from home office in connection with the work at cost.

Invoices will be issued on a monthly basis.

NOTE: The average three-member survey crew rate ranges from \$140 to \$200 per hour, depending upon the mix of personnel used.

**Rossville, GA Sports Complex
Master Planning Design Services**

ATTACHMENT “A”

July 02, 2021

The scope of work is presented in the following elements:

- I. Project Description
- II. Scope of Services
- III. Assumptions
- IV. Additional Services
- V. Time of Performance
- VI. Owner’s Responsibilities
- VII. Deliverables
- VIII. Compensation

I. PROJECT DESCRIPTION

Barge Design Solutions, Inc. (Barge) proposes to provide Conceptual Site Master Planning services for the renovation of the existing Rossville Recreation Complex for Walker County, Georgia (Client).

II. SCOPE OF SERVICES

Site Master Planning Approach

A. Project Initiation and Kickoff

1. Barge recommends that Client establish a Core Planning Team (CPT) to work with Barge in the development of the Conceptual Master Plan (CMP). Members should include relevant stakeholders, Walker County leadership, City of Rossville, etc.
2. Initial meeting with the Client Core Planning Team (CPT). The meeting with the CPT will be to discuss in detail the scope of the work, schedule for meetings, deliverable dates, lines of communication, identification of measures of success for the master plan, and other potential site development opportunities.

B. Discovery Phase- Inventory and Analysis

1. Gather and assemble readily available site information for the subject area. This information will be derived from existing resources, from data gathered by Barge staff, GIS level base map information, field reconnaissance and site survey data (provided by Client).

2. Barge will conduct an initial site visit to observe the general character of the site and generally visible surface features, topography, drainage patterns, vehicular and pedestrian circulation, etc. The site visit will also entail a review of the surrounding area (neighborhood scale) to determine adjacent land uses, natural features, potential linkages, vehicular and pedestrian access patterns, etc. The information gathered will be utilized to identify potential physical opportunities and constraints to future development.
3. Prepare planning level graphics and other supporting information which summarizes and illustrates key project issues, items previously listed, and opportunities and constraints for the proposed site.

C. Design Phase – Concept Development

Barge proposes the following design process which will define the project program, review Discovery Phase information, and develop master planning concepts. The following is an outline of the proposed activities associated with the effort.

1. Design Meeting #1

Meeting with CPT, and other applicable stakeholders, as deemed appropriate by Client to review:

Site inventory and analysis findings from the Discovery phase.

Preliminary Development & Design Program discussion, Barge will meet with the CPT to discuss and define both the general site program for the Athletic Complex. This meeting will seek to elicit thoughts, expectations, wishes, and desires for the concept. Outcomes from this meeting will be a comprehensive list of ideas and design criteria to strive to include in the master planning concepts for the complex.

2. Design Synthesis

Utilizing information developed within the above noted task Barge will conduct a more in-depth internal design session that focuses upon applying the preliminary design program developed above to the existing site considering the results from the initial Discovery phase. Preliminary (sketch / bubble diagram) plan graphics will be developed to illustrate two to three different initial master planning concepts.

These initial master planning concepts will be presented to the CPT and will illustrate the general location, size, type, character, and scale of the proposed improvements in a diagrammatic format for the different concepts. The desired outcome for this meeting will be to gain a consensus by the CPT for the preferred development alternative for the project.

D. Final Master Plan

1. In this task, Barge will refine the preferred alternative concept based on input received from the CPT. The finished plan will more depict the location, scale, and character of the proposed improvements within each of the land use project areas.
2. Present final master plan to CPT for approval.
3. Prepare a final color rendered master plan. One mounted copy of the final plan and electronic files to the Client for reproduction.
4. Provide an Opinion of Probable Construction Cost (OPCC) of the proposed Athletic Complex.

III. ASSUMPTIONS

Barge will provide the above noted services based upon a given set of assumptions. These assumptions are as follows:

A) Design/Base Information

1. Access to site and adjoining areas, as required.
2. Site boundary and topographic information and other critical project information will be provided by Client to Barge in a readably useable format. If this information is not available, Barge will utilize readably available Walker County GIS information.
3. Design services of this contract are limited to the subject property only.

B) Services/Information by Others

1. Geotechnical and Environmental services are not included herewith.
2. Schedule is dependent upon the timely receipt of critical information such as survey files, responses from regulatory authorities, and Owner/etc.

C) Miscellaneous

1. Fees are good for three months from the date of this proposal.

IV. ADDITIONAL SERVICES

Barge is available to provide additional services as requested by Client. These services are as follows:

1. Economic Market Study.
2. Presentation Quality Perspective Sketches.
3. Rezoning Services.
4. Branding and Imaging Studies.
5. Pattern Book / Design Standards.
6. Traffic Studies.
7. Preparation of Construction Documents.
8. Permitting Services.
9. Bidding/ Negotiation Services.

10. Construction Administration Services.
11. Meetings in addition to the ones previously noted.
12. LEED Design and documentation.
13. Boundary surveying, legal descriptions and construction staking surveys unless noted herein.
14. Environmental studies and reports unless noted herein; sinkhole disturbance permitting.
15. Design revisions requested by those outside the project team and stakeholders beyond the conceptual planning phase.
16. Providing services resulting from significant changes in the general scope or character of the project.

Other additional services can be provided for a negotiated lump sum fee or on an hourly rate basis.

V. TIME OF PERFORMANCE

Barge is prepared to begin within 10 working days of receipt of a signed professional services agreement or written authorization to proceed. We anticipate 4 to 6 weeks to complete the master planning process.

VI. OWNER'S RESPONSIBILITIES

Barge strives to work closely with our clients. In order for the project team to function efficiently certain information is needed to be provided by the Owner and other interested stakeholders in a timely manner. These items and responsibilities are noted below:

1. Provide information as required to support development of Barge's scope as required in the project agreement for services.
2. Provide / facilitate access to the property.
3. Provide review comments in a timely manner.
4. Provide single point of contact for project coordination purposes.
5. Project budget.

VI. DELIVERABLES

As part of initial professional services, the following is a probable list of documents that will be produced as a part of this effort.

1. Site Inventory and Analysis Sketches and Plans
2. Preliminary Master Plan Concept Sketches and Plans
3. Final Rendered Illustrative Master Plan
4. OPCC

VII. COMPENSATION

The compensation to be paid to Barge for providing requested services shall be as follows:

Fee Summary Table

	Fee Type	Fee Amount
Initiation & Discovery Phases	Lump Sum	\$6,800
Design Phase – Concept Development	Lump Sum	\$9,400
Master Plan Rendering	Lump Sum	\$2,500

Expenses such as printing and mileage will be billed with a 15% mark-up for handling and processing, with a not-to-exceed amount of \$1,500. In addition, **Client** shall pay **Barge** for additional services performed beyond the Basic Services in accordance with a mutually acceptable scope and fee.

OFFICE OF THE GOVERNOR
CRIMINAL JUSTICE COORDINATING COUNCIL

SUBGRANT AWARD

SUBGRANTEE: Walker County Commission

IMPLEMENTING

AGENCY: Walker County
PROJECT NAME: Juvenile Justice Incentive Grant
SUBGRANT NUMBER: Y22-8-025

FEDERAL FUNDS: \$ 142,843
MATCHING FUNDS: \$ 0
TOTAL FUNDS: \$ 142,843
GRANT PERIOD: 07/01/21-06/30/22

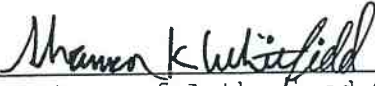
This award is made under the State of Georgia Juvenile Justice Incentive Grant (JJIG) program and is subject to the administrative rules established by the Criminal Justice Coordinating Council. The purpose of the JJIG program is to provide funding for juvenile courts to serve youth in the community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

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

AGENCY APPROVAL


Jay Neal, Director
Criminal Justice Coordinating Council
Date Executed: 06/08/21

SUBGRANTEE APPROVAL


Signature of Authorized Official / Date 07/22/2021
Shannon K Whitfield CHAIRMAN/CEO
Typed Name & Title of Authorized Official
58-6000901-001
Employer Tax Identification Number (EIN)

INTERNAL USE ONLY

TRANS CD	REFERENCE	ORDER	EFF DATE	TYPE	PAY DATE	INVOICE	CONTRACT #
102	01	1	07/01/21	9		**	Y22-8-025
OVERRIDE	ORGAN	CLASS	PROJECT			VENDOR CODE	
2	46	4	01				
ITEM CODE	DESCRIPTION 25 CHARACTERS				EXPENSE ACCT		AMOUNT
1	Juvenile Justice Incentive Grant				624.41	\$	142,843

CRIMINAL JUSTICE COORDINATING COUNCIL

SPECIAL CONDITIONS

SUBGRANTEE: Walker County Commission
PROJECT NAME: Juvenile Justice Incentive Grant
SUBGRANT NUMBER: Y22-8-025
SUBGRANT AWARD: \$142,843

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

Initials Skw

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

Initials Skw

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

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

If your organization received an award between \$25,000 and \$500,000 and has 50 or more employees, your organization must prepare an EEOP, but it does not have to submit the EEOP to OCR for review. Instead, your organization has to maintain the EEOP on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to OCR within 60 days from the date of this award. The Certification Form can be found at: <http://www.ojp.usdoj.gov/about/ocr/eeop.htm>.

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

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

Initials Skw

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

Initials Skw

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

Initials Skw

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

Initials Skw

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

Initials Skw

8. The subgrantee certifies that 1) title to all equipment and/or supplies purchased with funds under this subgrant shall vest in the agency that purchased the property; 2) equipment and/or supplies will be maintained in accordance with established local or state procedures as long as the equipment and/or supplies are used for program-related purposes; and 3) once the project concludes and/or equipment is no longer utilized for its

grant-funded purpose, the Criminal Justice Coordinating Council will be informed of the available equipment and determine its future use to assure it is utilized in furtherance of the goals and objectives of the grant program and the State of Georgia.

Initials Skw

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

Initials Skw

10. The subgrantee must submit subsequent requests to revise the budget, project summary, and implementation plan prior to any substantial changes, but no later than 60 days prior to the end of the subgrant period.

Initials Skw

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

Initials Skw

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

Initials Skw

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

Initials Skw

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

Initials Skw

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

Initials Skw

16. The Criminal Justice Coordinating Council will conduct a financial and programmatic review of each grant at the end of the second quarter, and each quarter thereafter. The Council reserves the right to add any conditions to

the award and/or retain any unused funds if deemed necessary.

Initials Skw

17. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.
18. Award recipients must verify Point of Contact (POC), Financial Point of Contact (FPOC), and Authorized Representative contact information, including telephone number and e-mail address. If any information is incorrect or has changed, a Subgrant Adjustment Request (SAR) must be submitted in writing to document changes.

Initials Skw

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

Initials Skw

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

Initials Skw

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

Initials Skw

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

Initials Skw

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

Initials SKW

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

Initials SKW

25. The grantee must submit subsequent Subgrant Adjustment Requests to revise the budget, project summary, and implementation plan prior to any substantial changes, but no later than 30 days prior to the end of the subgrant period.

Initials SKW

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

Initials SKW

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

Initials SKW

28. The grantee certifies that state funds will not be used to supplant funds that would otherwise be made available for grant-funded initiatives. State funds must be used to supplement existing funds for program activities and not replace funds appropriated for the same purpose. Potential supplanting will be the subject of application review, as well as pre-award review, post-award monitoring, and audit. If there is a potential presence of supplanting, the grantee will be required to document that the reduction in non-state resources occurred for reasons other than the receipt or anticipated receipt of state funds.

Initials SKW

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

Initials SKW

30. The grantee agrees to comply with the guidance contained in the 2017 Juvenile Justice Incentive Grant Program Request for Proposals.

Initials Skw

31. At minimum, 70% of awarded funds must be used for Evidence-Based Program costs associated with contract and direct services. No more than 30% of awarded grant funds can be used for administrative costs. Any requests to have funds allocated in a manner that does not comply with the 70/30 rule must be justified in a written statement and submitted to the Criminal Justice Coordinating Council with an adjustment request. The adjustment request and justification will be forwarded to the Juvenile Justice Funding Committee for consideration on a case-by-case basis.

Initials Skw

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

Initials Skw

33. Waivers for the above 25% or 50% expenditure requirement will be granted at the discretion of the Juvenile Justice Funding Committee. No waivers will be available for the 75% requirement.

Initials Skw

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

Initials Skw

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

Initials Skw

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

Initials Skw

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

Typed name of
Authorized Official: Shannon K Whitfield Title : Chairman / CFO

Signature : Shannon K Whitfield Date : 07/22/2021

EXPENDITURES FOR THE PERIOD OF 7-1-21 THRU 6-30-22 FINAL RPT? (Y/N)

SUBGRANTEE: Walker County Commission
Post Office Box 445
LaFayette, GA 30728-0445

PROJECT NAME: FY22 Incentive Grant
PROJECT PERIOD: 07/01/21 to 06/30/22

COMBINED FEDERAL & MATCH EXPENDITURES					
	APPROVED BUDGET	PREVIOUSLY APPROVED N/A THIS RPT	EXPENDITURES N/A THIS RPT	REMAINING BALANCE	EXPENDED THIS PERIOD
PERSONNEL	\$ 0	\$ 0	\$ 0	\$ 0	\$
EQUIPMENT	0	0	0	0	
SUPPLIES	0	0	0	0	
TRAVEL	0	0	0	0	
PRINTING	0	0	0	0	
OTHER	142,843	0	0	142,843	
TOTAL	\$ 142,843	\$ 0	\$ 0	\$ 142,843	\$
FEDERAL	142,843	0	0	142,843	
MATCH	0	0	0	0	

EARNED PROJECT INCOME FOR THE PERIOD: FORFEITED \$ OTHER \$	EARNED PROJECT STATUS INCOME FOR THE PERIOD: EXPENDED \$ UNEXPENDED \$
--	---

CERTIFICATION: I certify that the above statements are accurate based on official records, that expenditures shown have been made for the purpose of, and in accordance with, applicable grant terms and conditions, and that appropriate supportive documentation relative to all expenditures is attached.

PREPARED BY: Dodd Worley
PHONE NUMBER: 423-718-7075

SUBGRANTEE OFFICIAL APPROVAL:
OFFICIAL'S SIGNATURE Shannon K Whitfield DATE 07/22/2021
TYPED NAME & TITLE Shannon K Whitfield Chairman + CEO

FOR CRIMINAL JUSTICE COORDINATING COUNCIL USE ONLY

SUBGRANT #: Y22-8-025
SUBGRANT AWARD: \$ 142,843
REQUESTED TO DATE:
BALANCE:

AMOUNT REQUESTED THIS REPORT:
REVIEWED BY (INITIALS & DATE):
AUTHORIZED BY DATE

* Substantiated Advanced

FOR ACCOUNTING USE ONLY						DISCOUNT	PO/AUTH	PAY DATE
Tif EI - Partial Order Tif ED - Schedule Pay Date								
DEPARTMENT	FUND SOURCE	PROJECT	PROGRAM	CLASS	ACCOUNT	INVOICE		AMOUNT
4710606000	01	01	0630104	315	707002	Y22-8-025E01		

CRIMINAL JUSTICE COORDINATING COUNCIL
REIMBURSEMENT SELECTION FORM

SUBGRANT NUMBER: Y22-B-025
AGENCY NAME: Walker County Government

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

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

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

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

BANK NAME: Bank of Lafayette
BANK ROUTING NUMBER: 061103182
BANK ACCOUNT NUMBER: 030619
AGENCY CONTACT NAME: Greg McConnell
AGENCY CONTACT TELEPHONE NUMBER: (706) 638-1437
AGENCY AUTHORIZED OFFICIAL NAME AND TITLE: Shannon Whitfield Chairman, Board of Commissioners
AGENCY AUTHORIZED OFFICIAL SIGNATURE: Shannon Whitfield

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

MAILING ADDRESS: 101 South Duke Street
CITY, STATE & ZIP: Lafayette, GA 30728
ATTENTION: Greg McConnell
AGENCY AUTHORIZED OFFICIAL SIGNATURE: N/A

For CJCC Use ONLY

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

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

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as “Memorandum”) is entered into on July 1, 2021, (hereinafter referred to as “effective date”) and ends on June 30, 2022, by and between Matt Waldrop residing at 1209 South Chattanooga Street, LaFayette, Georgia 30728, (hereinafter referred to as the “First Party”) and Walker County, Georgia residing at 101 South Duke St. Lafayette, Georgia 30728, (hereinafter referred to as the “Second Party”) for the purpose of establishing and achieving various goals and objective relating to the partnership. The First Party and Second Party are collectively referred to herein as the as the “Parties.” “Partnership” as used herein shall mean the cooperation between the Parties to accomplish the goals and objectives of this Memorandum.

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

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

MISSION

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

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

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

PURPOSE AND SCOPE

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

RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES

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

SERVICES COOPERATION

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

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

Walker County shall pay Matt Waldrop \$25.00 per hour. No benefits will be provided.

TIMELINE

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

TERMS OF UNDERSTANDING

The term of this Memorandum of Understanding shall be for a period from the effective date until June 30, 2022 and may be extended upon written mutual agreement of both Parties.

AMENDMENT OR CANCELLATION OF THIS MEMORANDUM

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

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

GENERAL PROVISIONS

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

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

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

LIMITATION OF LIABILITY

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

NOTICE

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

GOVERNING LAW

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

SEVERABILITY CLAUSE

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

ASSIGNMENT

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

ENTIRE UNDERSTANDING

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

MEMORANDUM SUMMARIZATION

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

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

AUTHORIZATION AND EXECUTION

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

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

Matt Waldrop
(First Party Signature)
Matt Waldrop

7/13/21
(Date)

Thamara K. Gubinska
(Second Party Signature)
Walker County Georgia

07/22/2021
(Date)

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

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as “Memorandum”) is entered into on July 1, 2021, (hereinafter referred to as “effective date”) and ends on June 30, 2022, by and between Dodd C. Worley residing at 572 Bicentennial Trail, Rock Spring, Georgia 30739, (hereinafter referred to as the “First Party”) and Walker County, Georgia residing at 101 South Duke St. Lafayette, Georgia 30728, (hereinafter referred to as the “Second Party”) for the purpose of establishing and achieving various goals and objective relating to the partnership. The First Party and Second Party are collectively referred to herein as the as the “Parties.” “Partnership” as used herein shall mean the cooperation between the Parties to accomplish the goals and objectives of this Memorandum.

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

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

MISSION

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

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

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

PURPOSE AND SCOPE

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

RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES

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

SERVICES COOPERATION

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

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

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

Walker County shall reimburse Dodd C. Worley for aforementioned services at a rate of \$27.03 per hour. No benefits will be provided.

Walker County shall reimburse Dodd C. Worley for mileage at the state approved rate (currently .55 cents per mile)

TIMELINE

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

TERMS OF UNDERSTANDING

The term of this Memorandum of Understanding shall be for a period from the effective date until June 30, 2022, and may be extended upon written mutual agreement of both Parties.

AMENDMENT OR CANCELLATION OF THIS MEMORANDUM

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

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

GENERAL PROVISIONS

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

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

LIMITATION OF LIABILITY

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

NOTICE

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

GOVERNING LAW

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

SEVERABILITY CLAUSE

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

ASSIGNMENT

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

ENTIRE UNDERSTANDING

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

MEMORANDUM SUMMARIZATION

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

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

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

AUTHORIZATION AND EXECUTION

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

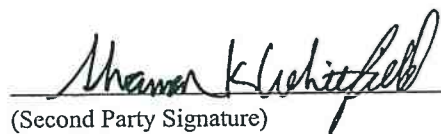
This Memorandum shall be signed by Dodd C. Worley and Walker County Georgia and shall be effective as of the date first written above.



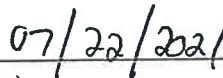
(First Party Signature)
Dodd C. Worley



(Date)



(Second Party Signature)
Walker County Georgia



(Date)

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

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as “Memorandum”) is entered into on July 1, 2021, (hereinafter referred to as “effective date”) and ends on June 30, 2022, by and between John Burgess residing at 310 North Main Street, LaFayette, Georgia 30728, (hereinafter referred to as the “First Party”) and Walker County, Georgia residing at 101 South Duke St. Lafayette, Georgia 30728, (hereinafter referred to as the “Second Party”) for the purpose of establishing and achieving various goals and objective relating to the partnership. The First Party and Second Party are collectively referred to herein as the as the “Parties.” “Partnership” as used herein shall mean the cooperation between the Parties to accomplish the goals and objectives of this Memorandum.

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

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

MISSION

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

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

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

PURPOSE AND SCOPE

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

RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES

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

SERVICES COOPERATION

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

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

Walker County shall pay John Burgess \$27.03 per hour. No benefits will be provided.

TIMELINE

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

TERMS OF UNDERSTANDING

The term of this Memorandum of Understanding shall be for a period from the effective date until June 30, 2022 and may be extended upon written mutual agreement of both Parties.

AMENDMENT OR CANCELLATION OF THIS MEMORANDUM

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

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

GENERAL PROVISIONS

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

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

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

LIMITATION OF LIABILITY

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

NOTICE

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

GOVERNING LAW

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

SEVERABILITY CLAUSE

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

ASSIGNMENT

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

ENTIRE UNDERSTANDING

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

MEMORANDUM SUMMARIZATION

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

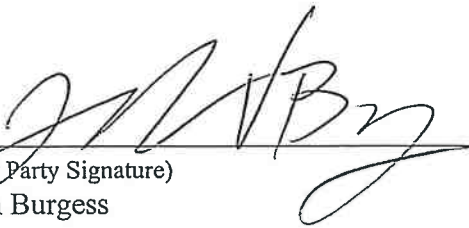
- - The Parties to this Memorandum shall work together in a cooperative and coordinated effort, and in such a manner and fashion to bring about the achievement and fulfillment of the goals and objectives of the partnership.
- - It is not the intent of this Memorandum to restrict the Parties to this Agreement from their involvement or participation with any other public or private individuals, agencies or organizations.
- - The Parties to this Memorandum shall mutually contribute and take part in any and all phases of the planning and development of the partnership, to the fullest extent possible.
- - It is not the intent or purpose of this Memorandum to create any rights, benefits and/or fiduciary responsibilities by or between the parties.
- - The Memorandum shall in no way hold or obligate either Party to supply or transfer funds to maintain and/or sustain the partnership.

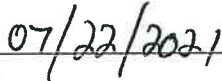
- - Should there be any need or cause for the reimbursement or the contribution of any funds to or in support of the partnership, it shall then be controlled in accordance with Georgia governing laws, regulations and/or procedures.
- - In the event that contributed funds should become necessary, any such endeavor shall be outlined in a separate and mutually agreed upon written agreement by the Parties or representatives of the Parties in accordance with current governing laws and regulations, and in no way does this Memorandum provide such right or authority.
- - The Parties to this Memorandum have the right to individually or jointly terminate their participation in this Agreement provided that advanced written notice is delivered to the other party.
- - Upon the signing of this Memorandum by both Parties, this Agreement shall be in full force and effect.

AUTHORIZATION AND EXECUTION

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

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

	
_____ (First Party Signature) John Burgess	_____ (Date)

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

Attachment A-5

State of Georgia – Criminal Justice Coordinating Council

Juvenile Justice Incentive Grant

Forms, Assurances, and Certifications

ACCOUNTING SYSTEM/INTERNAL CONTROL QUESTIONNAIRE

Applies to All Applicants

SECTION A: ACCOUNTING SYSTEM

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

☐ Manual

☒ Automated

☐ Combination

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

☒ Yes

☐ No

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

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

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

☒ Yes

☐ No

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

☒ Yes

☐ No

6. Are time distribution records maintained for each employee to account for 100 percent of his/her hours?

Please attach a sample of a completed time sheet.

☒ Yes

☐ No

~~Yes~~

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

☒ Yes

☐ No

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

☒ Yes

☐ No

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

☒ Yes

☐ No

10. Are budgetary controls in effect to precluding incurring obligations in excess of total funds available for a budget cost category?

☒ Yes

☐ No

SECTION B: FUND CONTROL

1. Is a separate bank account maintained for grant/contract funds?

☐ Yes

☒ No

2. If federal grant/contract funds are maintained in same bank account as fiscal agent funds, can the federal grant funds and related costs and expenses be readily identified?

☒ Yes

☐ No

SECTION C: COMMENTS/EXPLANATIONS

GRANT IS EXPENDITURE DRIVEN, NOT CASH IS DUE
TO GENERAL FUND / PAYING FUND

SECTION D: CERTIFICATION

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

Shannon Kluchitfeld 07/22/2021
Signature Date

SOC Applicant Agency, Executive Officer

Myra M. O'Connell 7/15/21
Signature Date

SOC Fiscal Agent, Financial Officer

(If fiscal agent is not the applicant agency)

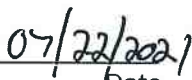
NON-SUPPLANTING CERTIFICATION
Applies to All Applicants

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

CERTIFICATION:

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

Authorizing Official:

	
Signature	Date
Applicant Agency Executive Officer	

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

Authorizing Official:

Signature Sharon K. Whitfield Date 07/22/2017
County Commission Chairperson

IMMIGRATION AND SECURITY FORM
Applies to All Applicants

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

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

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

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

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

Authorizing Official:

 07/22/2021
Signature Date
Applicant Agency Executive Officer

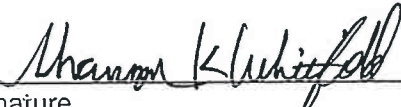
Firm Name:
Street/Mailing Address:
City, State, Zip Code:
Telephone Number:
Email Address:

OTHER CERTIFICATIONS
Applies to All Applicants

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

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

Authorizing Official:

 07/22/2021

Signature Date
Applicant Agency Executive Officer

ASSURANCES (Applies to All Applicants)

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

1. It possesses legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information may be
2. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally - assisted programs.
3. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et seq.)
4. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act if applicable.
5. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
6. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
7. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
8. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
9. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, . approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
10. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569 a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
11. It will comply, and assure the compliance of all its subgrantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.
12. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.
13. It will comply, and all its contractors will comply, with the nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.
14. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.
15. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.
16. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

Authorizing Official:

 09/22/2021
 Signature Date
 Applicant Agency Executive Officer



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

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

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

1. LOBBYING

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

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

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

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

A. The applicant certifies that it and its principals:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

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

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

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

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

1. Grantee Name and Address:

Walker County GA

2. Application Number and/or Project Name

Connections NW/IT4C

3. Grantee IRS/Vendor Number

FEI #58 60006901

4. Typed Name and Title of Authorized Representative

5. Signature 6. Date

Manman K. H. H. H.

07/22/2021

Applicant: Kenneth Kibler

Map & Parcel: 03281 011 Rezone from: C1 to: R2

PLANNING COMMISSION RECOMMENDATION:

7-15-2021

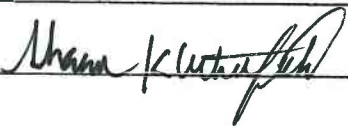
APPROVED AS SUBMITTED

APPROVED WITH CONDITIONS

TABLED

DENIAL

COMMISSIONERS FINAL DECISION:



APPROVED AS SUBMITTED 7-22-2021

APPROVED WITH CONDITIONS

TABLED

DENIAL

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

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

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

Signature of Petitioner/Owner:

OWNER

DATE

PETITIONER

DATE

Applicant: Larry Bang

Map & Parcel: _____ Rezone from: CBOD to: C-1

PLANNING COMMISSION RECOMMENDATION:

APPROVED AS SUBMITTED

APPROVED WITH CONDITIONS

TABLED

7-15-2021

DENIAL

COMMISSIONERS FINAL DECISION:

APPROVED AS SUBMITTED

Shawn Klitzke

APPROVED WITH CONDITIONS = CBOD 7-22-2021

TABLED

DENIAL

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

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

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

Signature of Petitioner/Owner:

Larry Bang 6-14-21
OWNER DATE

PETITIONER DATE

Applicant: Lashon F. Kelley

Map & Parcel: 0123-041 Rezone from: R-1 to: C-1

PLANNING COMMISSION RECOMMENDATION:

APPROVED AS SUBMITTED

APPROVED WITH CONDITIONS

TABLED

7-13-2021 DENIAL

COMMISSIONERS FINAL DECISION:

APPROVED AS SUBMITTED

APPROVED WITH CONDITIONS

TABLED

Shannon K. Kitchell DENIAL 7-22-2021

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

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

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

Signature of Petitioner/Owner:

* Lashon F. Kelley 6-15-21
OWNER DATE

Bobby R. Hound 6-15-21
PETITIONER DATE
For HibbyMO Properties - CALHAN, LLC
678-986-0622

Walker County Departmental Statistics - June 2021



Department		Monthly Totals						YTD Totals		YTD Totals		Yearly Totals		Yearly Totals		Yearly Totals	
Animal Shelter	May		June			2021		2020		2019		2018		2017		2016	
	Dogs	Cats	Dogs	Cats		Dogs	Cats	Dogs	Cats	Dogs	Cats	Dogs	Cats	Dogs	Cats	Dogs	Cats
Intake	123	127	102	63		677	372	1,093	516	1,094	295	1,176	25	1,628	979	1,301	1,004
Outake (Adopted, Rescued, Returned)	125	98	100	69		655	335	1,091	474	1,099	279	1,012	47	1,134	444	817	195
Adopted	3	5	2	8		5	29	33	65	208	152	138	34	217	147	304	94
Rescued	104	84	76	55		530	289	919	397	766	119	749	13	686	295	513	101
Returned to Owner	17	0	20	5		115	7	119	6	112	3	125	0	231	2	n/a	n/a
Euthanized	1	9	2	1		5	10	20	6	31	7	56	2	336	396	436	630
Codes Enforcement		May	June			2021		2020		2019		2018		2017		2016	
In Compliance		1,793	1,281			12,300		6,672		9,309		5,124		4,745		no data	
Violations		24	27			289		343		435		857		1,469		221	
Closed Cases		15	22			104		161		58		339		480		no data	
Fire Department		May	June			2021		2020		2019		2018		2017		2016	
Calls for Service		445	484			1,919		3,478		6,091		5,670		4,441		3,492	
Units Handling Calls for Service		713	773			3,360		5,705		8,815		6,359		4,742		no data	
Smoke Alarms Installed		62	92			246		322		781		228		21		no data	
Litter		May	June			2021		2020		2019		2018		2017		2016	
Roadside Trash Pounds		12,720	11,180			80,300		143,800		143,330		122,912		123,020		no data	
Mountain Cove Farms		May	June			2021		2020		2019		2018		2017		2016	
Total Nights Booked		95	61			433		840		1,102		908		525		162	
Planning		May	June			2021		2020		2019		2018		2017		2016	
Single Family New Home Construction		12	11			72		150		128		124		135		123	
Public Relations		May	June			2021		2020		2019		2018		2017		2016	
Media Impressions (stories)		31	22			233		460		451		509		603		no data	
Facebook Followers Added		62	28			668		2,768		1,880		2,182		4,615		no data	
Facebook Posts		44	47			311		888		602		487		594		no data	
WalkerCountyGA.gov visitor views		41,904	43,550			300,615		668,051		357,989		316,285		399,087		173,745	
Newsletter Subscribers Added		23	82			1,097		1,104		971		925		1,184		no data	
Public Works		May	June			2021		2020		2019		2018		2017		2016	
Patching/Potholes		466	331			2,537		5,785		6,148		4,798		no data		no data	
Walker Transit		May	June			2021		2020		2019		2018		2017		2016	
Total Trips		1,365	1,532			7,939		17,436		26,535		21,551		24,938		no data	

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (this "Agreement") is made effective as of the 1st day of August 2021, (the "Effective Date") by and between the County of Walker, Georgia (hereinafter referred to as the "County"), and Butler Avenue Partners, LLC. (hereinafter referred to as "Consultant")

RECITALS

WHEREAS, Consultant has valued experience and skills and is in the business of providing strategical guidance to assist clients in their short- and long-term planning and obtaining assistance from state and federal programs; and

WHEREAS, the County desires to retain the Consultant for specific services related to securing available funding for the purposes of extending water and sewer in the northern portion of the County; and

WHEREAS, the parties have entered into this Agreement for the purpose of setting forth the basic terms and conditions of this relationship.

NOW, THEREFORE, in consideration of mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, do hereby agree as follows:

1) Description of Relationship:

- (a) Engagement. The County hereby engages Consultant, and Consultant hereby accepts said engagement, to provide professional assistance to the County and determine the appropriate course of action to apply for federal and/or state programs.
- (b) Services. The precise scope and extent of the consulting services may be amended by mutual agreement of the parties, but consulting services will primarily focus on efforts to secure funding for Walker County through the American Rescue Plan. Focus items include: Economic Impact, Broadband Infrastructure, and Water & Sewer Infrastructure. Consultant will provide regular communication and written reports of activity, attend necessary meetings, and communicate strategy and status via conference calls as scheduled. Consultant will also provide other informational bulletins or updates that the County reasonably requests.

- (c) Degree of Care and Skill. The Consultant hereby agrees to perform consulting services with due diligence and in a professional manner using the degree of care and skill ordinarily exercised by those performing similar services.
 - (d) Best Efforts. The Consultant hereby agrees to perform the consulting services on a best efforts basis and to provide his best advice, information, judgment and knowledge to the County.
 - (e) Additional Services. At any time, a separate agreement can be entered into by both Parties for a specifically outlined purpose. In such cases, a separate agreement is necessary to set forth the applicable terms.
-
- 2) Term. The Initial Term of the Agreement shall be effective as of the Effective Date and shall remain in full force and effect through October 31, 2021, at which time the Agreement will automatically renew every three (3) months, unless otherwise written consent from either party is provided.
 - 3) Termination. This Agreement may not be terminated during the Initial Term; however, at any time following the Initial Term, either party with or without cause may terminate the Agreement by providing a thirty (30) day written notice to the other party.
 - 4) Payment. In consideration for Consultant's services, the County does hereby agree to pay Consultant a Monthly Fee of Four Thousand Dollars (\$4,000). Payment shall be made via check or direct deposit by County to Consultant in monthly installments for each of the months during the Agreement's Term. Each payment shall be remitted by the 10th day of each month.
 - 5) Reimbursable Expenses. The County shall not be obligated to pay the Consultant any expenses incurred by Consultant in connection with the services performed hereunder, unless prior approval is granted by the County.
 - 6) Liability. In no event shall Consultant or County be liable for any incidental, indirect, special, or consequential damages, including but not limited to, loss of use, revenues, profits, or savings, even if Consultant or County knew or should have known of the possibility of such damages or claims against the other party by any person or entity.
 - 7) Indemnity. The County agrees to defend, indemnify, and hold harmless Consultant against any and all losses, claims, damages, legal fees, expenses, or liabilities that Consultant may incur based upon information, representations, reports, data, or releases furnished or approved by the County or its specifically authorized representative for use or release by Consultant, whether or not Consultant prepared or participated in the preparation of such
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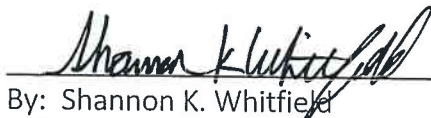
materials, except to the extent that Consultant's actions were causal or contributory. Subject to the liability provisions of Paragraph 6, Consultant agrees to indemnify and hold harmless the County against any and all losses, claims, damages, legal fees, expenses, or liabilities that the County may incur based upon information, representations, reports, data, or releases made by Consultant or its authorized agent or representative that the County did not expressly approve, or that Consultant materially changed or altered after the County's approval.

- 8) Amendment. This Agreement may be changed only by written agreement signed by each party.

THIS CONSULTING AGREEMENT is now entered into by and between the parties authorized to sign on behalf of the COUNTY and CONSULTANT:

Walker County, Georgia

Butler Avenue Partners, LLC


By: Shannon K. Whitfield
Title: County Commission Chairman & CEO
Date: 07-22-2021

By: Frank A. Morris
Title: Managing Director
Date: _____

101 S. Duke Street
P.O. Box 445
LaFayette, GA 30728

1023 Scenic Highway
Lookout Mountain, GA 30750