

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 February 11, 2021 at 7:00 P.M.

REGULAR SCHEDULED MEETING

- **Invocation**

Given by Chairman Shannon Whitfield

- **Pledge**

United States Flag and Georgia Flag

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

Clerk establishes a Quorum is present

- **Approve Agenda**

- **Minutes**

Approval of the minutes for the Regular Scheduled Meeting held on January 28, 2021.

- **New Business**

Resolution R-007-21, A Resolution of the Board Of Commissioners of Walker County to Adopt Rules of Decorum for Public Participation at Meetings of the Governing Authority of Walker County, GA

Resolution R-008-21, A Resolution of the Board Of Commissioners of Walker County to Authorize the Appointment of a total of Three Deputy Coroners

Agreement with Atlantic Coast Consulting, Inc for consulting services for the Walker County Landfill

Consideration of an appeal from Janet L. Pryor, who requested a variance for property located at 1860 Hog Jowl Road Chickamauga, GA 30707, Tax map & parcel number 0-261-033B
(Planning Commission denied this request at their meeting on 01-21-2021.)

Walker County Departmental Statistics for January 2021

- **Executive Session**

- **Public Comment**

- **Commissioner Comments**

- **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
January 28, 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 January 28, 2021.

II. Attendees:

The following persons 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, Planning and Zoning Director David Brown, Legal and Policy Director David Gottlieb and County Clerk Rebecca Wooden, Other guests signed in at the meeting as well. Please see the attached sign in sheet.

Chairman Whitfield asked if anyone had any corrections or comments regarding the minutes of our January 28, 2021 Commissioner's meeting. There were none. Commissioner Blakemore made the motion to approve the minutes, Commissioner Hart seconded the motion. The vote was 4 ayes and 0 nays. The minutes were approved.

III. Public Hearing:

Chairman Whitfield read the request from H.J. Blakemore & Sons LLC requesting a rezone from R-2 to I (Industrial) for property located at 0 Salem Road Rossville, GA 30741. Tax map & parcel number 0-097-017. Commissioner Blakemore recused himself and stepped into the lobby due to the conflict of interest. Chairman Whitfield asked if there was anyone present either for or against this request and there were none. Commissioner Blakemore returned to the meeting.

Chairman Whitfield read the request from Allen Eugene, Lorri & Brody Ridley requesting a rezone from R-2 to A-1 for property located at 0 Dry Creek Road LaFayette, GA 30728. Tax map & parcel number 0-498-011. Chairman Whitfield asked if there was anyone present either for or against this request and there were none.

Chairman Whitfield read the request from Allen Eugene & Lorri Ridley requesting a rezone from R-2 to A-1 for property located at 0 Corinth Road LaFayette, GA 30728. Tax map & parcel number 0-498-030C. Chairman Whitfield asked if there was anyone present either for or against this request and there were none.

Chairman Whitfield read the request from Allen Eugene & Lorri Ridley requesting a rezone from R-2 to A-1 for property located at 0 E. Hwy 136 LaFayette, GA 30728. Tax map & parcel number 0-497-1-025.

Chairman Whitfield asked if there was anyone present either for or against this request and there were none.

IV. New Business:

- I. Chairman Whitfield discussed the consideration from H.J. Blakemore & Sons LLC requesting a rezone from R-2 to I (Industrial) for property located at 0 Salem Road Rossville, GA 30741, Tax map & parcel number 0-097-017. Commissioner Blakemore again recused himself and stepped into the lobby due to the conflict of interest. Chairman Whitfield asked Planning & Zoning Commission Chairman Michael Haney if he had any additional information. Mr. Haney stated the Planning Commission didn't see a problem with this request and was favorable of this rezone. Commissioner Askew made a motion to approve; Commissioner Stultz seconded the motion, 4 ayes and 0 nays, the motion carried to approve the rezone.
- II. Chairman Whitfield discussed the consideration from Allen Eugene, Lorri & Brody Ridley requesting a rezone from R-2 to A-1 for property located at 0 Dry Creek Road LaFayette, GA 30728. Tax map & parcel number 0-498-011. Chairman Whitfield asked Planning & Zoning Commission Chairman Michael Haney if he had any additional information. Mr. Haney stated the Planning Commission was in favor for this rezone. Commissioner Blakemore made a motion to approve; Commissioner Stultz seconded the motion, 4 ayes and 0 nays, the motion carried and the rezone was approved.
- III. Chairman Whitfield discussed the consideration from Allen Eugene & Lorri Ridley requesting a rezone from R-2 to A-1 for property located at 0 Corinth Road LaFayette, GA 30728. Tax map & parcel number 0-498-030C. Mr. Haney stated the Planning Commission was in favor for this rezone as well. Commissioner Stultz made a motion to approve; Commissioner Hart seconded the motion, 4 ayes and 0 nays, the motion carried and the rezone was approved.
- IV. Chairman Whitfield discussed the consideration from Allen Eugene & Lorri Ridley requesting a rezone from R-2 to A-1 for property located at 0 E. Hwy 136 LaFayette, GA 30728. Tax map & parcel number 0-497-1-025. Mr. Haney stated the Planning Commission was also in favor of this rezone. Commissioner Blakemore made a motion to approve; Commissioner Askew seconded the motion, 4 ayes and 0 nays, the motion carried and the rezone was approved.
- V. Chairman Whitfield read Resolution R-003-21, a Resolution of the Board of Commissioners of Walker County to Appoint Members to the Board of Directors of the Northwest Georgia Joint Development Authority. Chairman Whitfield made the motion to approve these appointments and Commissioner Blakemore seconded the motion, the vote was 4 ayes and 0 nays. It was approved to re-appoint Bobby Teems and appoint Daryl Massey to the Board of Directors of the Northwest Georgia Joint Development Authority.
- VI. Chairman Whitfield discussed Resolution R-006-21 A Resolution to Appointment a Board of Commissioners Clerk. Commissioner Stultz asked for this Resolution to be tabled until the Board of Commissioners received more information and could schedule additional interviews. Commissioner Hart seconded the motion but suggested that Walker County Clerk Rebecca Wooden be involved with the interviews and with scheduling of the interviews. The vote was 4 ayes and 0 nays and the motion carried to table Resolution R-006-21.

- VII.** Chairman Whitfield discussed the Amendment to the Ambulance Service Agreement between Walker County, Georgia and CHI Memorial Hospital Georgia. Chairman Whitfield explained that Walker County agrees to allow CHI Memorial to lease an ambulance from Walker County until their ambulance is ready for service. CHI Memorial anticipates that its ambulance will be available and operational within four to six weeks after February 1, 2021. CHI Memorial shall pay Walker County the sum of \$0.10 per mile that CHI Memorial operates the ambulance during the lease agreement. Commissioner Askew asked Walker County Attorney David Gottlieb if Walker County Government is totally clear of any and all liability of this ambulance. Walker County Attorney David Gottlieb stated, "Yes, CHI Memorial is responsible for everything." Commissioner Hart made the motion to approve this agreement and Commissioner Stultz seconded the motion. The vote was 4 ayes and 0 nays, the motion carried and the agreement was approved.
- VIII.** Chairman Whitfield explained this is a formality with the Intergovernmental Agreement for the Conduct of Elections between the Walker County Board of Elections and Registration, Walker County, Georgia and the City Of Chickamauga. Commissioner Blakemore made a motion to approve this agreement, Commissioner Askew seconded the motion. The vote was 4 ayes and 0 nays, the motion carried and the agreement was approved.
- IX.** Chairman Whitfield stated the next item on the Agenda is Executive Session. Commissioner Stultz made the motion to go into Executive Session to discuss Personnel Matters. Commissioner Askew seconded the motion. The vote was 4 ayes and 0 nays. At 7:46 PM the Board of Commissioners went into Executive Session.
- X.** At 8:51 PM Chairman Whitfield called the Board of Commissioners back into session explaining there would be no action taken tonight from the Executive Session.
- XI. Public Comment**
- Chairman Whitfield asked if anyone had any comments or questions and Mr. Jim Sadler, father of Animal Shelter Director Emily Sadler came forward and read a statement describing who Emily Sadler really is. He explained that she grew up on a farm with animals, and loves all animals. She has worked hard to turn Walker County Animal Shelter around to make it a much better shelter. He stated that he sat in previous meetings and listened to the negative comments about her and never said a word until now. He wanted to share these thoughts so everyone could hear this side of Emily. Mr. Sadler thanked the Board of Commissioners for allowing him time to speak. Mr. Ray Burnfin came to the front to discuss what isn't considered racism in Walker County and the old Georgia Flag that he wears proudly on his jacket. He stated that white is a color also and Mr. Burnfin used offensive names of African Americans several times but tried explaining that is wasn't racism. He left the podium singing "Happy Trails."
- {Audio Recording of Regular Scheduled meeting and comments are on file in Commissioner's Office – 21-01-28}

V. Commissioner Comments

Chairman Whitfield asked if any of the Commissioners had any comments or questions beginning with Commissioner Blakemore. Commissioner Blakemore thanked everyone for

coming out and supporting them and wanted to thank all of the employees for all they do and thanked Economic Development Director Robert Wardlaw. Commissioner Askew stated that he would like to thank everyone including employees for their support. Chairman Whitfield wanted to remind everyone of the Covid-19 Hotline and the great team that is helping. He wanted to remind everyone the Health Department had received more vaccines on Tuesday and the call center has begun returning calls and making appointments for these. Chairman Whitfield wanted to thank Ringgold Telephone Company for their help and not charging Walker County for the use of equipment for the call center. He thanked Economic Development Director Robert Wardlaw for being a part of a wonderful team and giving up his seat on the Joint Development Board. Commissioner Hart stated that he was glad to be back and thanked Economic Development Director Robert Wardlaw also. Commissioner Hart stated that he had listened to the comments made regarding the shelter and Ms. Sadler as well but upon his visit to the shelter it looked good and everyone was very nice and organized. He thanked everyone for coming out to be a part of County Government. Commissioner Stultz thanked Economic Development Director Robert Wardlaw. Commissioner Stultz stated that he wanted to thank everyone for their support, the employees and would like to remind everyone to make their appointment for Covid-19 vaccine.

{Audio Recording of Regular Scheduled meeting comments are on file in Commissioner’s Office – 21-01-28}

VI. Adjournment: The Regular Scheduled Meeting was adjourned at 9:09 PM

Minutes approved by:

Shannon K. Whitfield
Chairman/CEO
Walker County Georgia

Date

Minutes prepared by: Walker County Clerk, Rebecca Wooden



RESOLUTION R-007-21

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF WALKER COUNTY TO ADOPT RULES OF DECORUM FOR PUBLIC PARTICIPATION AT MEETINGS OF THE GOVERNING AUTHORITY OF WALKER COUNTY, GA

This document is a placeholder and will be replaced with a draft resolution once complete.



RESOLUTION R-008-21

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF WALKER COUNTY TO AUTHORIZE THE APPOINTMENT OF A TOTAL OF THREE DEPUTY CORONERS

WHEREAS, the Walker County Coroner performs vital services on a time sensitive basis for the citizens of Walker County; and

WHEREAS, Walker County contains 447 square miles of land, which is a large amount of land for only the county coroner and one deputy county coroner to provide their services in a time sensitive manner for the citizens of Walker County; and

WHEREAS, O.C.G.A. Section 45-16-7 provides that there shall only be one deputy county coroner in each county unless otherwise approved by the local governing authority of the county; and

WHEREAS, it will be a benefit to the citizens of Walker County and the county coroner to have a total not to exceed three deputy county coroners to assist the county coroner;

THEREFORE, BE IT RESOLVED that the Board of Commissioners of Walker County, Georgia hereby authorizes the appointment of a total not to exceed three deputy county coroners. Each deputy coroner shall serve at the pleasure of the county coroner and may be replaced by the county coroner at any time. Each deputy county coroner shall take the same oath, give the same bond, be entitled to the same fees, and have the same powers as the county coroner; but a deputy county coroner shall act as coroner only when the county coroner is unable to act. Each deputy county coroner shall have a minimum of a high school diploma, or its recognized equivalent. Each deputy county coroner shall comply with all provisions of O.C.G.A. Section 45-16-7 and all other applicable State of Georgia and Walker County laws, ordinances and regulations, as may be enacted and amended from time to time.

SO RESOLVED AND ADOPTED this 11th day of February, 2021.

ATTEST:

WALKER COUNTY, GEORGIA

REBECCA WOODEN, County Clerk

SHANNON K. WHITFIELD, Chairman

(SEAL)

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

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT, made and entered into by and between WALKER COUNTY, GEORGIA, P.O. Box 445, 101 South Duke Street, LaFayette, Georgia 30728, hereinafter called the "CLIENT", and ATLANTIC COAST CONSULTING, INC., a corporation chartered and existing under the laws of the State of Georgia, hereinafter called the "CONSULTANT".

WHEREAS, the CLIENT has need of professional advice and consulting services regarding: Environmental Monitoring and Solid Waste Consulting Services for Marble Top Road Landfill – Sites 1 & 2.

NOW, THEREFORE, for and in consideration of the covenants and promises to be carried out by each party herein, it is agreed by and between the parties that the CLIENT shall and does hereby employ said CONSULTANT to provide certain professional advice and consulting services as follows:

ITEM A - CONSULTANT'S SCOPE OF SERVICES

The Scope of Services is enumerated in Exhibit A. It is entitled "Walker County Landfill Environmental Services, Scope of Services" and consists of four pages.

ITEM B - CONSULTANT'S COMPENSATION

The CONSULTANT will be compensated for the Scope of Services as enumerated in Exhibit B. It is entitled "Compensation" and consists of two pages.

ITEM C - TERMS AND CONDITIONS OF AGREEMENT

The parties agree that services covered by this AGREEMENT shall be performed in accordance with the TERMS AND CONDITIONS OF AGREEMENT on the back of this form or on the next page.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this, the ____ day of _____, 2021.

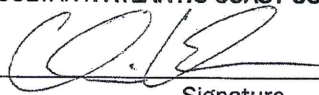
CLIENT: WALKER COUNTY

By: _____
Signature

Print Name

Title: _____

CONSULTANT: ATLANTIC COAST CONSULTING, INC.

By: _____
Signature

Chris A. Klamke

Print Name

Title: Chief Operating Officer

TERMS AND CONDITIONS OF AGREEMENT

1. **AGREEMENT TO PROCEED.** This AGREEMENT shall be in effect from the signature date until completion of the work by CONSULTANT, or unless terminated sooner. Signing this form shall be construed as authorization by CLIENT for CONSULTANT to proceed with the work, unless a prior Notice-to-Proceed has been issued by the CLIENT.
2. **PAYMENT OF CONSULTANT.** Monthly invoices will be issued by CONSULTANT for all work performed under the terms of this AGREEMENT. Invoices are due and payable within thirty (30) days of receipt. In addition to any other remedies CONSULTANT may have, CONSULTANT shall have the absolute right to cease performing any basic or additional services in the event payment has not been made, without any liability to CLIENT, pending payment of CLIENT's outstanding indebtedness. An interest charge of one percent per month will be added to invoices not paid within thirty days.
3. **STANDARD OF CARE FOR CONSULTANT.** CONSULTANT shall furnish services in a manner consistent with industry standards and to the level of professional skill generally acceptable in the industry with regard to services of this kind.
4. **PROJECT INFORMATION.** CLIENT shall furnish or cause to be furnished to CONSULTANT all documents and information known to CLIENT that relate to the identity, location, quantity, nature or characteristics of any hazardous waste, environmentally sensitive material, and/or asbestos at, on, or under the project. In addition, CLIENT will furnish or cause to be furnished such other reports, data, studies, plans, specifications, documents, information on surface and subsurface site conditions, and any other information required by CONSULTANT for proper performance of its services. CONSULTANT shall be entitled to rely upon CLIENT-provided documents and information in performing the services required under this AGREEMENT; however, CONSULTANT assumes no responsibility or liability for the accuracy or completeness of such CLIENT-provided documents.
5. **COST ESTIMATES AND TIME SCHEDULES.** Any opinions of construction costs provided by CONSULTANT will be on a basis of experience and judgment, but since CONSULTANT has no control over market conditions or bidding procedures, CONSULTANT cannot warrant that bids or ultimate construction costs will not vary from these cost estimates. Additionally, any opinions of time schedules provided by CONSULTANT will be on the basis of experience and judgment. However, since CONSULTANT has no control over permitting authority time frames, market conditions or weather related delays, CONSULTANT cannot warrant that schedules will not vary from the actual time frames. Notwithstanding the above, the CONSULTANT shall promptly inform CLIENT of any changes in cost estimates and time schedules that are the result of the conditions set forth in this section, and all said changes must be approved by the CLIENT in writing before said changes are implemented. The CLIENT shall provide its approval promptly, and such approval shall not be unreasonably withheld.
6. **CONSTRUCTION MONITORING.** Any construction inspection or testing provided by CONSULTANT is for the purpose of determining the Contractor's compliance with the functional provision of the project contract documents only. CONSULTANT in no way guarantees or insures Contractor's work, nor assumes responsibility for construction means and methods used by Contractor, nor for jobsite safety, nor for Contractor's compliance with any State or Federal laws and regulations. CLIENT agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for jobsite conditions during the course of construction of the project, including safety of all persons and property and that this responsibility shall be continuous and not be limited to normal working hours.
7. **EXISTING CONDITIONS AND RESPONSIBILITIES.** CLIENT acknowledges that CONSULTANT and its subconsultants have played no part whatsoever in the creation of any existing hazardous waste, pollution sources, nuisance, or chemical or industrial disposal problem which may exist or be discovered and that CONSULTANT has no responsibility beyond informing CLIENT of the discovered condition in a reasonable manner of time. CONSULTANT and its subconsultants, agents and employees shall not be responsible for any costs to cover claims, damages, losses and/or expenses (direct, indirect, and consequential), including, but not limited to, fees and charges of attorneys and court costs, arising out of existing conditions before, during and after the performance of the services by CONSULTANT. CLIENT recognizes and agrees that CONSULTANT has assumed responsibility for making only those investigations, reports, and recommendations to the CLIENT that are specifically included within the CONSULTANT'S SCOPE OF SERVICES. CLIENT acknowledges and agrees that the sole responsibility for making any disclosures or reports to any third party, for the taking of corrective, remedial, or mitigating action shall be solely that of CLIENT.
8. **LIMITATION OF LIABILITY.** CONSULTANT's liability to the CLIENT for any cause of action or combination of causes, whether arising out of claims based upon contract, warranty, negligence, strict liability or otherwise, is limited to the dollar amount of CONSULTANT'S applicable insurance policy limits (malpractice, general commercial liability automobile, worker's compensation), said dollar amount being a minimum of \$1,000,000 per occurrence. CONSULTANT shall have CLIENT listed as an additional Insured under each insurance policy, and CONSULTANT shall provide CLIENT with a certificate of insurance regarding each insurance policy. CONSULTANT is not responsible for damage to CLIENT's or sampling equipment (owned or rented) caused by the poor condition of CLIENT's wells. Any damage to CONSULTANT's sampling equipment caused by the poor condition of CLIENT's wells will be covered by CLIENT.
9. **LEGAL EXPENSES.** In the event legal action is brought by CLIENT or CONSULTANT against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party its reasonable amounts for attorney's fees, costs and expenses incurred as a result of that action.
10. **PROJECT PROGRESS.** CONSULTANT's services and compensation under this AGREEMENT have been agreed to in anticipation of the orderly and continuous progress of the Project through completion.
11. **PROJECT TIME.** Should completion of the services be delayed for cause(s) beyond CONSULTANT's responsible control, including, but not limited to, force majeure, the time for performance shall be extended for a period at least equal to the delay and the parties will mutually agree on the terms and conditions upon which the services may be continued.
12. **PROJECT DELAYS.** The CONSULTANT will prepare drawings, specifications and/or reports in a timely manner, but it is agreed between the parties to this AGREEMENT that the CONSULTANT cannot be responsible for delays occasioned by factors beyond CONSULTANT's control, nor by factors which could not reasonably have been foreseen at the time this AGREEMENT was prepared and executed.
13. **LIMITATION OF PROFESSIONAL SERVICES.** Unless expressly stated to the contrary, the professional services to be provided by the CONSULTANT do not include meetings and consultations in anticipation of litigation or arbitration or attendance as an expert witness in any deposition, hearing or arbitration. If requested, these services will be provided by an amendment to this AGREEMENT, setting forth the terms of compensation to be received by the CONSULTANT.
14. **CONFIDENTIALITY.** The CONSULTANT shall not disclose nor permit disclosure of any information specifically designated by the CLIENT as confidential, except to its employees and other subconsultants who need such information in order to properly execute the services of this AGREEMENT.
15. **OWNERSHIP OF WORK PRODUCT.** Upon completion of the project, the drawings, reports and other material provided to the CLIENT by the CONSULTANT become the property of the CLIENT. CONSULTANT may keep copies of all work products. If the CLIENT should reuse any work products, the CLIENT shall assume full responsibility for such use. CONSULTANT shall not be responsible for any use beyond those services originally agreed upon.
16. **SEVERABILITY/SURVIVAL.** If any of these TERMS AND CONDITIONS OF AGREEMENT shall be finally determined to be invalid or unenforceable in whole or part, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto. The parties agree to reform this AGREEMENT to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision. These TERMS AND CONDITIONS OF AGREEMENT shall survive the completion of the services under this AGREEMENT and the termination of this AGREEMENT for any cause.
17. **DATE CHANGES.** If in this AGREEMENT specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided and if such periods of time or dates are changed through no fault of CONSULTANT, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment.
18. **ASSIGNMENTS.** Each party binds himself and his partners, successors, executors, administrators and assigns to the other party of this AGREEMENT, and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this AGREEMENT. Neither party shall assign, sublet or transfer his interest in this AGREEMENT without the written consent of the other.
19. **TERMINATION.** Either party may terminate this AGREEMENT at any time, without cause, by providing sixty days (60) written notice to the other party. Either party may terminate this AGREEMENT at any time, due to material breach of the AGREEMENT, by providing thirty (30) days written notice to the other party, if the other party fails to cure the breach within said thirty (30) day time period. CONSULTANT shall be compensated for conforming work actually performed and in-scope expense reasonably incurred up to the date of termination.
20. **WAIVER.** No waiver by either party of any default or non-performance by either party shall be considered a waiver of any subsequent default or non-performance.
21. **RECORD RETENTION.** All records related to this AGREEMENT shall be retained by both parties for a period of four (4) years after the conclusion of this AGREEMENT. Records relating to any claim arising out of the performance of this AGREEMENT, or costs and expenses of this AGREEMENT to which exception has been taken by either party, shall be retained by the other party until the claim has been resolved.
22. **USE AND TRANSFER OF ELECTRONIC MEDIA FILES.** The CLIENT and the CONSULTANT agree that any electronic data prepared by either party shall conform to the appropriate project specifications. The electronic files submitted by the CONSULTANT to the CLIENT are submitted for an acceptance period of fourteen (14) days. Any defects or deficiencies that the CLIENT discovers during this period will be reported to the CONSULTANT and will be corrected as part of the CONSULTANT'S Scope of Services. Corrections or deficiencies detected and reported after the acceptance period will be compensated as additional services and at the rates presented in ITEM B: Consultant's Compensation. The CLIENT acknowledges the CONSULTANT'S work product, including all documents on electronic media, are instruments of professional services. Nevertheless, the work product and historical data used in regard to this AGREEMENT shall become the joint property of the CONSULTANT and the CLIENT upon completion of the CONSULTANT'S services and payment in full of all monies due the CONSULTANT. The CLIENT agrees not to transfer these Files to others without providing prior notice to the CONSULTANT. The CLIENT agrees to waive any claim against the CONSULTANT from any unauthorized reuse or modification of the work product, or from any third party's reuse or modification of the work product.
23. **INTEGRATION CLAUSE/EFFECT OF PRIOR AGREEMENTS/PRECEDENCE.** This AGREEMENT is intended by the parties as the final and binding expression of their agreement and as the complete and exclusive statement of the terms thereof. This AGREEMENT supersedes and revokes all prior negotiations, representations and agreements, whether oral or written, relating to the subject matter hereof. Furthermore, these TERMS AND CONDITIONS OF AGREEMENT shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding CONSULTANT'S services absent CONSULTANT'S express written agreement.
24. **THE CLIENT'S RESPONSIBILITIES.** The CLIENT shall: (a) Upon request from the CONSULTANT, provide all criteria and full information as to the CLIENT'S requirements for the project, including project objectives/constraints, space, capacity, and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all standards which the CLIENT will require in the work products; (b) Assist CONSULTANT by placing at his disposal all available information pertinent to the project; (c) Acquire all real estate interests and provide right-of-entry to all property necessary to perform this project; (d) Examine all studies, reports, sketches, opinions of the construction costs, specifications, drawings, proposals and other documents presented by the CONSULTANT to the CLIENT, and promptly render in writing the decisions pertaining thereto within a period mutually agreed upon; (e) Designate in writing a person to act as the CLIENT'S representative with respect to the services rendered under this AGREEMENT. Such person shall have complete authority to transmit instructions, receive information, interpret and define the CLIENT'S policies and decisions with respect to materials, equipment, elements and systems pertinent to the CONSULTANT'S services and to bind CLIENT with respect to these items; (f) Give prompt written notice to the CONSULTANT whenever the CLIENT observes or otherwise becomes aware of any development that affects the satisfactory completion of the project; (g) Furnish all required approvals and permits from all governmental authorities having jurisdiction over the project, and such approvals and consents from others as may be necessary for completion of the project, except as specifically excluded herein; and (h) Bear all costs incident to compliance with the requirements of item 24.
25. **GOVERNING LAW.** This AGREEMENT shall be governed in all respects by the laws of the State of Georgia.

Exhibit A
Walker County Landfill Environmental Services
SCOPE OF SERVICES

CONSULTANT's Scope of Services is as follows:

Task 1 – Semi-Annual Groundwater and Surface-Water Monitoring and Reporting [Site 1 & Site 2]

Services provided by the CONSULTANT under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

Site 1 includes twenty-five (25) groundwater monitoring wells and four (4) surface water monitoring points. Site 2 includes five (5) groundwater monitoring wells and one (1) surface water monitoring point. These will be sampled as required by the approved Georgia Environmental Protection Division (EPD) Groundwater Monitoring Plans for Sites 1 and 2 as presented in the Walker County Landfill (WCL) Design & Operation (D&O) Plan dated November 2018 (2018 WCL D&O Plan).

The 2018 WCL D&O Plan uses the practices and procedures presented in the current version of the United States Environmental Protection Agency, Region 4, Science and Ecosystem Support Division, Field Branches Quality System and Technical Procedures (EPA SESD), as the basis for sampling environmental media at the WCL. Additionally, in the event these additional services are requested by CLIENT, procedures for advancing or abandoning exploratory borings, drilling and installing groundwater or vapor monitoring wells, or the care and maintenance of monitoring points (e.g., surface or well) at the WCL are based in general accordance with both the procedures presented in the current EPA SESD and Georgia Water Well Standards Act. The CONSULTANT shall perform tasks related to the EPD approved groundwater monitoring Plans for Sites 1 and 2 in general accordance with the 2018 WCL D&O Plan.

The CLIENT will be notified of any unusual or out-of-the-ordinary monitoring point conditions or events (i.e., a groundwater submersible pump lodged in a well, etc.) while the CONSULTANT is at the WCL. No CONSULTANT subcontractors or subconsultants are permitted at the WCL without informing WCL management. The CLIENT will directly pay vendor rental and expendables for each sampling event. CONSULTANT will review vendor invoices for accuracy and notify CLIENT if these are acceptable for payment.

Prior to sampling, water levels and depth of well bottom will be measured and the wells will be purged. Groundwater or surface water temperature, pH, conductivity, and turbidity will be measured in the field and measurements recorded. Samples will be collected in laboratory-cleaned containers for shipment or delivery to the laboratory. Chain-of-custody will be maintained for the collected samples and properly documented.

During semi-annual sampling events in March and September, samples from Site 1 groundwater wells will be analyzed for the Appendix I parameters listed in 40 CFR Part 258, Subpart E, 56 Fed. Reg. 51032-51039 (October 9, 1991) and mercury (Hg), and the Appendix II parameter bis(2-ethylhexyl) phthalate (BEHP) in one Site 1 well. At Site 1, additional natural attenuation parameters (nitrate, ferrous iron, sulfide, sulfate, and chloride) are sampled and analyzed annually from nine wells to support the annual update discussed in Task 3 below. Site 2 wells are sampled and analyzed for Appendix I parameters listed in 40 CFR Part 258, Subpart E, 56 Fed. Reg. 51032-51039 (October 9, 1991). Surface-water locations will be sampled and analyzed semi-annually for surface-water parameters listed in the approved monitoring plan. Laboratory analytical services are subcontracted directly by CLIENT. CONSULTANT will review laboratory invoices for accuracy and notify CLIENT if these are acceptable for payment. Upon receipt of analytical data, CONSULTANT will perform the necessary evaluation and prepare a monitoring report. The report will include at a minimum:

- A potentiometric map and calculated groundwater flow rate.
- Statistical analysis of the groundwater data.
- A summary and discussion of the analytical data.
- Copies of the laboratory certificates of analysis as provided by CLIENT.

Exhibit A
Walker County Landfill Environmental Services
SCOPE OF SERVICES

- Certification of compliance or non-compliance of laboratory results by the qualified groundwater scientist, and
- The report will be certified by a professional geologist registered in Georgia.

CONSULTANT will prepare a draft report for CLIENT review for Site 1 and 2 each semi-annual event. CONSULTANT will provide one copy of the final reports to the CLIENT. Final report electronic Adobe PDFs will be uploaded in the Georgia EPD Online System (GEOS) by CONSULTANT for final CLIENT approval/submittal in GEOS. The CLIENT should archive the GEOS submittal receipt in the Operating Record for proof of submission to EPD.

Task 2 – Quarterly Methane Monitoring and Reporting [Site 1 & Site 2]

Methane and oxygen concentrations will be measured and recorded for the facility methane monitoring wells and bar punch locations as listed on the Georgia EPD approved Methane Monitoring Plan for the site. On-site structures will also be monitored, and results presented in the report.

Methane well measurements will be collected as follows:

- Check equipment calibration and proper operation;
- Insert methane tube and cover well;
- Pump sample for a minimum of 180 seconds, and
- Monitor levels until they stabilize and record measurement on field form.

Methane bar-punch locations will be measured using the protocol listed above. The point will be punched, sealed, and will be allowed to equilibrate approximately 30 minutes before sampling.

Methane measurements will be made using a meter suitable for landfill methane monitoring. The meter will be able to monitor the lower explosive limit (LEL) to 100% then switch to percent by volume. Measurements will be recorded on the EPD-approved Periodic Methane Monitoring Report Form in GEOS. In addition to recording methane and oxygen levels from monitoring wells, the following will be observed and documented on the form as required by EPD:

- Soil Conditions;
- Weather Conditions;
- Temperature;
- Barometric Conditions;
- Relative Humidity; and
- Surveil vegetated areas and note areas where stress is evident.

A copy of the most recent potentiometric surface map will be included with each methane report, as required by EPD methane monitoring protocols. A methane well construction summary table that includes surveyed elevation and depth to well bottom is to be included with each potentiometric surface map and result certification page.

Results of the methane monitoring event will be reported to the CLIENT and to EPD within 10 business days of collecting field data. The CLIENT will be notified verbally, or by email, immediately if an exceedance of methane compliance limits is detected at the WCL. CONSULTANT will provide one hard copy of each final report to the CLIENT. Final reports will be submitted by CONSULTANT to GEOS. Final report electronic Adobe PDFs will be uploaded by CONSULTANT for CLIENT approval in GEOS. The CLIENT should archive the GEOS submittal receipt in the Operating Record for proof of submission to EPD.

Exhibit A
Walker County Landfill Environmental Services
SCOPE OF SERVICES

Task 3 – Annual CAP Status Update Report

In accordance with the Site 1 Corrective Action Plan (CAP), CAP Status Update Reports are required annually. These updates include revision of a BIOCHLOR fate and transport groundwater model originally completed as part of the Assessment of Corrective Measures Study. The annual update consists of a stand-alone report that includes the required BIOCHLOR models of Ethane/Ethene degradation and Natural Attenuation Screening Protocol (NASP) evaluation for GWC-1A, GWC-2, GWC-3D, GWC-4, GWC-6B, GWC-7A, GWC-9A, GWC-22, and GWC-23. To score the NASP, analysis of additional natural attenuation parameters (nitrate, ferrous iron, sulfide, sulfate, and chloride) in samples from the nine wells is required for input into the NASP calculation. The BIOCHLOR model will be calibrated with recent field analytical data. A report will be generated that includes the model output and will summarize the findings. CONSULTANT will provide one hard copy of the final report to the CLIENT. The Final report will be submitted by CONSULTANT to GEOS. Final report electronic Adobe PDFs will be uploaded by CONSULTANT for CLIENT approval in GEOS. The CLIENT should archive the GEOS submittal receipt in the Operating Record for proof of submission to EPD.

Task 4 – Site 2 Annual Remaining Capacity Report

CLIENT is required to submit a remaining capacity report by September 30th of each year to Georgia EPD reflecting the Site 2 landfill's remaining capacity as of June 30th of each year per Georgia rule Chapter 391-3-4-.17(3). The CLIENT will provide CONSULTANT with the total landfilled tonnage for the period to complete the report. The CLIENT will provide CONSULTANT with a current year topographic survey of Site 2 in AutoCAD format. CONSULTANT will provide one hard copy of the final report to the CLIENT. The Final report will be submitted by CONSULTANT to GEOS. Final report electronic Adobe PDFs will be uploaded by CONSULTANT for CLIENT approval in GEOS. The CLIENT should archive the GEOS submittal receipt in the Operating Record for proof of submission to EPD.

Task 5 – Site 2 Annual Camera Line Review

CLIENT will perform the annual camera line video inspection of Site 2 collapse detection system. CONSULTANT will review electronic video files supplied by the CLIENT and note any apparent changes in vertical alignment, sagging (including length and estimated depth), or obvious failure due to collapse. Any abnormal areas identified in the video will be captured via a screen shot of the suspected abnormality. A summary table of any identified issues will be prepared by CONSULTANT and submitted to CLIENT for review. CONSULTANT will prepare a draft annual collapse detection report in the format described in D&O Plan, Sheet 13. The draft report will be submitted to CLIENT for review, and CLIENT's review comment(s) will be incorporated into a final report. CONSULTANT will provide one hard copy of the final report to the CLIENT. The final report will be submitted by CONSULTANT to GEOS. Final report electronic Adobe PDFs will be uploaded by CONSULTANT for CLIENT approval in GEOS. The CLIENT should archive the GEOS submittal receipt in the Operating Record for proof of submission to EPD.

Exhibit A
Walker County Landfill Environmental Services
SCOPE OF SERVICES

Task 6 – General Services

Professional services beyond the scope of Tasks 1 through 5 will be performed as requested under this task and will be performed in accordance with the CONSULTANT's current rate schedule table (see Exhibit B for 2021 Rate Schedule). CONSULTANT will provide CLIENT a fee estimate for any requested services. Approval from the CLIENT will be obtained prior to initiating work under general services.

Assumptions and Exclusions

This scope of services was based on the following assumptions and exclusions that are incorporated into this agreement:

1. CLIENT will maintain open access to the environmental monitoring locations.
2. Reporting effort will include separate reports for Site 1 and Site 2. The Professional Geologist will stamp both semi-annual reports.
3. Estimated budgets for Groundwater monitoring assume one mobilization per sampling event, 72 hours of field time per sampling event, and includes per diem and vehicle charges.
4. Estimated budgets for Methane monitoring assume one mobilization for the second and fourth quarter sampling events, 8 hours of field time per sampling event, and includes per diem and vehicle charges. Includes quarterly methane monitoring events for methane wells and relevant structures along with any bar punch locations. Two (2) quarterly events (first and third quarter) will be conducted in conjunction with routine groundwater monitoring events in March and September.
5. Laboratory analysis are paid directly by CLIENT and CONSULTANT will review laboratory invoices for accuracy.
6. Groundwater monitoring equipment rental and expendables will be paid directly by CLIENT and CONSULTANT will review rental vendor invoices for accuracy.
7. Response to EPD comments on groundwater monitoring reports, methane monitoring reports, remaining capacity reports, Site 1 Fate and Transport model update reports, or Site 1 camera line reports if required, would be completed under Task 6 (General Services).

Exhibit B

COMPENSATION

The CONSULTANT will be compensated for the Scope of Services as described in Exhibit A as follows. When the CLIENT authorizes the CONSULTANT to proceed with the work outlined in Item B of the Task Order, CLIENT agrees to pay CONSULTANT monthly, for work completed, based on the standard hourly billing rates in effect when services are provided by the CONSULTANT's employees of various labor grades.

Direct expenses (such as travel, subsistence, field equipment, communications, subconsultant services, etc.) are reimbursable at cost plus ten percent.

The contract amount for the Task Order shall not exceed \$50,660.90 without prior authorization by the CLIENT. Estimated fee by task is presented in the table below.

<i>Task</i>	<i>Budget</i>	<i>Unit</i>
1st 2021 Semi-Annual Groundwater Monitoring and Reporting [Site 1 & Site 2]	\$17,757.20	each
2nd 2021 Semi-Annual Groundwater Monitoring and Reporting [Site 1 & Site 2]	\$17,757.20	each
Quarterly Methane Monitoring and Reporting [Site 1 & Site 2]	\$3,090.00	\$772.50/event
Site 1 Annual CAP Status Update Report [Second Event]	\$3,780.10	each
Site 2 Remaining Capacity	\$1,596.50	each
Site 2 Camera Line Review	\$6,680.00	each

Exhibit B
COMPENSATION

Atlantic Coast Consulting, Inc.

2021 Rate Schedule

Labor Category	*Hourly Rate	Title
Administrative	\$64.00	Administrative
Field Technician	\$71.00	Field Technician / Scientist I
Sr. Field Technician	\$86.00	Senior Field Technician
Consultant 1	\$74.00	Designer I
Consultant 2	\$97.00	Designer II/ Scientist II
Consultant 3	\$110.00	Engineer I / Geologist I / Senior Designer
Consultant 4	\$117.00	Engineer II / Geologist II / Scientist III
Consultant 5	\$142.00	Engineer III / Geologist III
Consultant 6	\$158.00	Professional Engineer/Professional Geologist / Senior Scientist
Consultant 7	\$168.00	Senior Professional Engineer/Senior Professional Geologist
Consultant 8	\$180.00	Project Manager
Consultant 9	\$202.00	Group Manager
Consultant 10	\$220.00	Principal

**Hourly rates are subject to adjustments annually in January*

Internal costs such and direct expenses (such as travel, subsistence, field equipment, communications, printing, plotting, subconsultant services, etc.) are reimbursable at cost plus ten percent.

----- Forwarded message -----

From: **David Gottlieb** <d.gottlieb@walkerga.us>

Date: Fri, Jan 29, 2021 at 2:36 PM

Subject: Re: 1860 Hog Jowl Appeal for February 11th

To: Blaine Broome (CHAT BOM) <chatbom@lansingbp.com>, Shannon Whitfield <commissioner@walkerga.us>

Cc: district1@walkerga.us <district1@walkerga.us>, district2@walkerga.us <district2@walkerga.us>, district3@walkerga.us <district3@walkerga.us>, district4@walkerga.us <district4@walkerga.us>

Mr. Broome,

I acknowledge receipt of your email. I will request that your appeal be placed on the February 11, 2021 commissioners meeting agenda. If for any reason it is not placed on the agenda, the County will inform you.

Thank you.

On Fri, Jan 29, 2021 at 2:30 PM Blaine Broome (CHAT BOM) <chatbom@lansingbp.com> wrote:

Good afternoon,

My name is Blaine Broome and this is for an appeal on the planning commission's decision that was made on January 21st. I want to make sure that we get this on the agenda for February 11th. Tax parcel ID is 0-261-003B under Janet L Pryor. We are wanting to move over to our family farm and help my elderly grandad operate our farm. My grandparents are aging and need help with daily operations and I am willing to help. Please give me an acknowledgment of this email with a confirmation for the February 11th agenda. All neighboring parcels are family owned and there would be no hardships for neighboring properties nor Walker County.

Thank you,

BLAINE BROOME / *Branch Operations Manager*

cell: 423-834-6564 / office: 423-296-1044



3603 Elwood Lane STE 105/ Chattanooga, TN 37416

lansingbp.com / follow us @ [f](#) [in](#) [v](#)

David D. Gottlieb

Legal and Policy Director, Walker County, GA

d.gottlieb@walkerga.us

(706) 638-1437 Ext.1136

Walker County Commissioner's Office

101 South Duke Street

P.O. Box 445

LaFayette, GA 30728



WALKER COUNTY PLANNING COMMISSION

Application for Zoning Variance

PLEASE PRINT OR TYPE		FEE \$ 150.00	Date 12-10-2020
		Case No.	
Owner's Name Janet L. Pryor		Mailing Address 1860 Hog Jaw Rd.	
City/Zip Chickamauga, GA. 30707		Phone 706-539-2838	
Tax Parcel # 0-261-003B		Street Name and Number Same	
Current Zoning A-1	Requested Variance (woods on NE Property) 1 to 2 acres	Owner Occupied? Yes	Rental Property? No
Reason for Variance (Be Specific): 50 grandson can build on less than 5 acres on family property including deeded easement less than 5 acres in an A-1 zone			
Lessee's IF APPLICABLE Name		Lessee's Address	
NAME AND ADDRESS OF ALL PROPERTY OWNERS WITHIN 150' OF ANY PROPERTY LINE			
1.			
2. Blaine Broome 32 Oak Meadows Dr. Rock Spring GA. 30739			
3. 423-834-6564			
4.			
5. 1-21-21 - Planning Commission - ap denied			
6.			
7.			
IF ADDITIONAL SPACE IS REQUIRED, ATTACH A SEPARATE SHEET			
I SWEAR UNDER PENALTY OF LAW THAT THE WITHIN INFORMATION IS TRUE AND CORRECT			
Owner's Signature Janet Lee Pryor		Date: 12-10-2020	
Date Received by the Planning Office:			
Planning Commission Decision/Date			
Request DENIED by a vote of 7-3 (1-21-21)			
THIS FORM MUST BE FULLY COMPLETED.			

The Owner/Applicant must notify each property owner within 150' by providing them a copy of this application. Proof of notification must be provided to the Planning Office.

This application must be fully complete prior to filing.

**WALKER COUNTY
PLANNING & DEVELOPMENT
AGENDA ITEM**

Owner: Janet L. Pryor

Petitioner: Blaine Broome

**Location of
Property:** 1860 Hog Jowl Road
Chickamauga, GA. 30707

Tax map & parcel number 0-261-003B

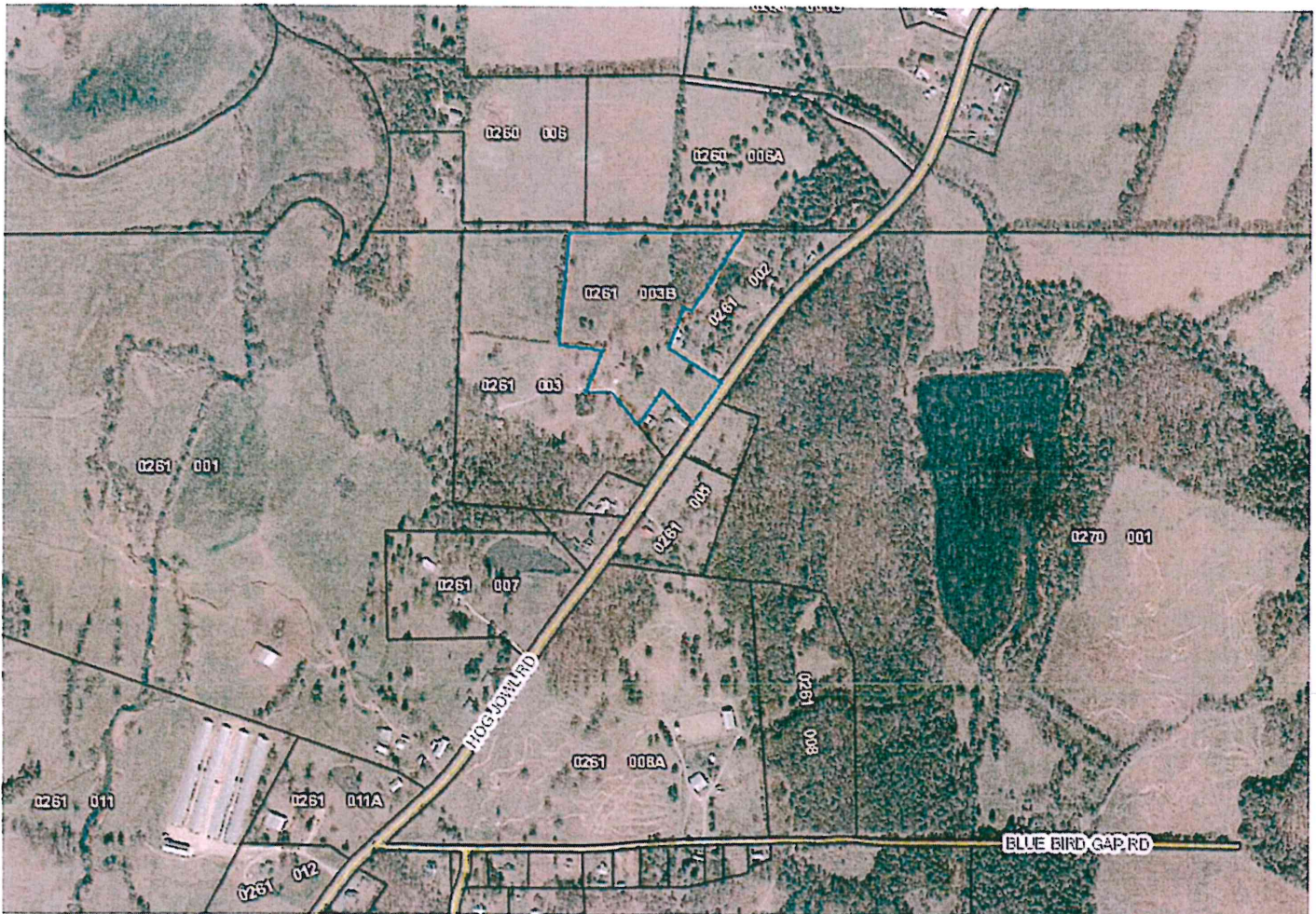
Date Applied: 12/10/2020
PC Meeting Date: 1/21/2021

Present Zoning: A-1 (agricultural)

APPLICANT'S INTENT: To divide off property less than five acres in an A-1 zone

DETAILS OF REQUEST: Ms. Pryor would like to divide off less than five acres for her grandson to build on. The property is zoned A-1 which requires five acres.

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



Walker County Planning & Zoning

122 Hwy 95

Rock Spring, Georgia 30739

Phone 706-638-4048 Fax 706-638-9406

January 22, 2021

The following is a list of properties Mr. Broome presented to the Planning Commission during their meeting on January 21, 2021. Mr. Broome cited these four properties in an effort to establish precedence for providing an exception to the county's land development code. Section 34.263, which was adopted in 2014 states the minimum lot size per dwelling unit in the A-1 zoning district is 5 acres.

4004 Hog Jowl Road (tax map 0-415-014)

Per Assessors Office this property has not been divided out and has been 4.25 acres as far back as records show. (See email attachment)

1195 W. Cove Road (tax map 0-250-010A)

Per Assessors Office this property was divided out on 4/1/1995 and at that time properties zoned A-1 was required to have one acre if divided out. (See email and land use chart attachment)

3679 E. Armuchee Road (tax map 0-565-005A)

Per Assessors Office this property was divided out by deed on 5/23/2014 and did not go before the Planning Commission for any variances. (See email attachment)

53 Parker Lane (tax map 0-460-004B)

This property was granted a variance due to medical reasons which a doctor's note was presented and the Planning Commission said that it could not be less than one acre. (See attachment)

After planning staff researched the properties cited by Mr. Broome, we discovered only one was granted an exception (93 Parker Lane) and it was due to severe medical problems. In this instance, a doctor's note was provided to verify the medical reasons prior to a variance being granted, which resulted in the creation of 53 Parker Lane on 3 acres.

I have included the correspondence emails that were provided to me when I requested information from the Assessor's office.

If you have any questions or if I can be of further assistance please let me know.

Kristy Parker
Walker County Planning & Zoning
Administrative Assistant

Question

6 messages

Kristy Parker <planning@walkerga.us>
To: Kyle Bruce <k.bruce@walkerga.us>

Fri, Jan 22, 2021 at 7:59 AM

Kyle,

Can you tell me how long two parcels have been in place or when they were divided out of another?
Tax map 0-250-010A & 0-565-005A

Thank you,
Kristy

Kyle Bruce <k.bruce@walkerga.us>
To: Kristy Parker <planning@walkerga.us>

Fri, Jan 22, 2021 at 8:11 AM

Sure Thing, 0250 010A was split 04-01-1995 for the 1996 Digest and 0565 005A was split 05-23-2014 for the 2015 Digest
[Quoted text hidden]

Kristy Parker <planning@walkerga.us>
To: Kyle Bruce <k.bruce@walkerga.us>

Fri, Jan 22, 2021 at 8:17 AM

Thank you very much
[Quoted text hidden]

Kristy Parker <planning@walkerga.us>
To: Kyle Bruce <k.bruce@walkerga.us>

Fri, Jan 22, 2021 at 8:19 AM

I have one more, sorry. What about 0-415-014
[Quoted text hidden]

Kyle Bruce <k.bruce@walkerga.us>
To: Kristy Parker <planning@walkerga.us>

Fri, Jan 22, 2021 at 11:48 AM

That parcel has been there as far back as our records show. It has an old parcel number of 082 006C
[Quoted text hidden]

Kristy Parker <planning@walkerga.us>
To: Kyle Bruce <k.bruce@walkerga.us>

Fri, Jan 22, 2021 at 11:55 AM

Thank you
[Quoted text hidden]

CURRENT CODE

Sec. 34.263 Development standards.
Development standards are as follows:

**Table of Development Standards
Area, Setback and Height Requirements**

District	Minimum Lot Size Per Dwelling Unit	Required Road Frontage First Dwelling Unit (ft)	Side Setback (ft)	Rear Setback (ft)	Front Setback from Center Line of County Roads and Private Drives (ft)	Front Setback from State and Federal Highways (ft)	Maximum Building Height
A-1	5 ACRES	100	15	15	60	35	50
R-A	1 ACRE	100	15	15	60	35	50
R-1	15,000 sq. ft.	100	15	15	60	35	50
R-2	15,000 sq. ft.	100	15	15	60	35	50
R-3	15,000 sq. ft.	75	15	15	60	35	50
C-1			15	15	60	35	50
CN			15	15	60	35	50
I-1			15	15	60	35	50
PUD	See additional requirements in Section 34-239						
CBOD	See requirements in Chickamauga Battlefield Corridor Overlay District Ordinance						

* If property is to be divided with a shared private, right-of-way, or easement, the lots must be a minimum of 5 acres each

** Or if septic systems will be needed, the regulations of the Health Department must be met, whichever is greater. If on well water, minimum lot size is 1 acre.
Ord. of 7-20-1994, 4.02

7/31/14 Adopted on 3rd Reading
Debra Herschell

PRIOR CODE

WALKER COUNTY CODE

Sec. 34-263. Development standards.

Development standards are as follows:

Table of Development Standards

Area, Yard and Height Requirements

District	Minimum Lot Size				Minimum Yard Requirements					
	Area in square feet*			Width in feet		Feet				
	First Dwelling Unit	First Additional Dwelling Unit	Each Additional Dwelling Unit	First Dwelling Unit	Each Additional Dwelling Unit	Side	Rear	Center Line of County Roads	State and Federal Highways	Maximum Building Height
A-1	1 acre					15	15	60	35	50
R-1	15,000 sq. ft.			100		15	15	60	35	50
R-2	15,000 sq. ft.			100		15	15	60	35	50
R-3	15,000 sq. ft.			75		15	15	60	35	50
C-1						15	15	60	35	50
CN						15	15	60	35	50
I-1						15	15	60	35	50
PUD										

See additional requirements in section 34-239.

See additional requirements in section 34-239.

* Or requirements of the health department, whichever is greater.

Residential, commercial, and industrial building setback lines shall be at least 60 feet from the centerline of county roads and 35 feet from the right-of-way lines of state or federal highways.

(Ord. of 7-20-1994, § 4.02)



**Walker County
Planning Commission Meeting**

January 21, 2021

6:00 P.M.

Walker County Civic Center

AGENDA

I. CALL TO ORDER

II. ELECTION OF THE 2021 PLANNING COMMISSION OFFICERS

III. READING AND APPROVAL OF MINUTES FOR OCTOBER 15, 2020 MINUTES

IV. NEW BUSINESS:

A. REZONE:

1. **H.J. Blakemore & Sons LLC:** Requests a rezone from R-2 to I for property located at 0 Salem Road Rossville, GA. 30741. Tax map & parcel number 0-097-017
2. **Allen Eugene, Lorri & Brody Ridley:** Requests a rezone from R-2 to A-1 for property located at 0 Dry Creek Road LaFayette, GA. 30728. Tax map & parcel number 0-498-011
3. **Allen Eugene & Lorri Ridley:** Requests a rezone from R-2 to A-1 for property located at 0 Corinth Road LaFayette, GA. 30728. Tax map & parcel number 0-498-030C.
4. **Allen Eugene & Lorri Ridley:** Requests a rezone from R-2 to A-1 for property located at 0 E. Hwy 136 LaFayette, GA. 30728. Tax map & parcel number 0-497-1-025

B. VARIANCE:

1. **Andrew & Jessica McCole:** Requests two variances for property located at 996 W. 12TH Street Chickamauga, GA. 30707. Tax map & parcel number 0-130-003
2. **Janet L. Pryor:** Requests a variance for property located at 1860 Hog Jowl Road Chickamauga, GA. 30707. Tax map & parcel number 0-261-003B
3. **Premier Property Development:** Requests eight variances for property located at 60 Cedar Creek Manor/Cedar Creek Court Rock Spring, GA. 30739. Tax map & parcel number 0-326-3-057

V. ADJOURNMENT:



Walker County Planning Commission

MINUTES

January 21, 2021

Walker County Civic Center

6:00 PM

ATTENDEES:

Planning Commission Members

Phillip Cantrell
Scott McNabb
Todd Holt
Elliott Pierce
Stan Porter
Susan Tankersley
Moe Gass
Terry Newberry
Jack Mullinax
Kristine Bubrig
Michael Haney

Walker County Planning Staff

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

I. CALL TO ORDER:

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

II. ELECTION OF THE 2021 PLANNING COMMISSION OFFICERS

Chairman Cantrell stated that the elections of officers would start and turned the meeting over to Planning Director David Brown. Mr. Brown asked if there were nominations for chairman. Moe Gass made a motion to nominate Michael Haney as Chairman and Todd Holt seconded. Elliott Pierce made a second motion to nominate Phillip Cantrell as Chairman. Stan Porter seconded the second nomination for Phillip Cantrell as Chairman. Each member was asked to cast an individual ballot on which candidate they were voting for. The ballots were collected and counted with the Commission present and Michael Haney was elected new Chairman of the Planning Commission. David Brown then turned the meeting over to Chairman Haney. Mr. Haney then asked if there were nominations for Vice Chairman. Jack Mullinax made a motion for Terry Newberry as Vice Chairman. Moe Gass seconded the motion for Terry Newberry as Vice Chairman. Chairman Haney asked if there were any other nominations. Being none a vote was taken and Terry Newberry was voted in as Vice Chairman.

III. READING & APPROVAL OF THE OCTOBER 15TH, 2020 MEETING MINUTES:

Chairman Haney asked if there were any questions or changes to the minutes and if not was there a motion to approve. Susan Tankersley made a motion to approve. Scott McNabb seconded the motion. Vote was unanimous. Motion to approve carried.

IV. NEW BUSINESS:

A. Rezone:

1. H.J. Blakemore & Sons: Mr. Henry Blakemore came forward and explained that he would like to operate his business of taking concrete and grinding it up into millings to be used on driveways. He did explain that it does touch another industrial property with is also used as a recycling center. He was asked if the current road would hold up to the traffic and he stated that it would and Mr. Holt said that he had traveled that road for years and that he could attest to the fact that it could withstand the traffic. Kristine Bubrig made a motion to approve. Scott McNabb seconded the motion to approve. Vote was unanimous. Motion to approve carried.

2. Allen Eugene, Lorri & Brody Ridley: Mr. Ridley came forward and explained that he owns poultry houses and wants to rezone these parcels in order to build closer to the property lines because his farm sits in the center of these parcels. Chairman Haney stated that Mr. Ridley did have three parcel that he was requesting the same rezone request for and that we would just hear and vote on all three at one time. He stated that these parcels were 0-498-011, 0-498-030C & 0-497-1-025. Chairman Haney asked if there were any questions from the audience. Ms. Linda McSears came forward and stated that her house is in a residential area by the property on Hwy 136. She asked Mr. Ridley about what would be done on that side and he assured her that because of the flood area that they would not put poultry house down that far and they will probably timber it and run cattle on that side. She stated that she was fine with that. Chairman Haney then asked if there was a motion to approve rezone of tax map & parcel 0-498-011, 0-498-030C & 0-497-1-025. Jack Mullinax made a motion to approve. Stan Porter seconded the motion to approve. Vote was unanimous. Motion to approve all three rezones carried.

B. Variance:

1. Andrew & Jessica McCole: A gentleman (name not given) came forward and stated that he was representing the McColes. He stated that the McColes were not aware of the requirements on subdividing the property that they had purchases and are now requesting these variances. He stated that there would be two variances needed to divide the property. Kristy Parker went over the five acres on a private drive and the limit of residences/lots on a private drive. Todd Holt asked if they wanted to access Plantation Drive even though they have road frontage on W. 12th Street. He stated that there was road frontage on McCarty Road, Plantation Drive and W. 12th Street but they had prefer to use Plantation Drive. The Board stated that both Plantation and McCarty are private drives. He stated that it is his brother and his wife that would be buying the property. Chairman Haney asked if anyone in the audience was against this and seven people raised their hands. Mr. Brewer came forward and explained that he lives on Plantation Drive. He stated that there are four homes already on this drive. He quoted section 9.18 regarding private drives and section 11.05 on the factors that has to be looked at when granting a variance. He stated that the easement requirements are described in their deeds and that he and another neighbor was went in and had Plantation Drive paved. Pam Arnold also came forward to state that she was not in favor of the variance request. Mr. Lenord Viverito came forward and stated he was not in favor of the variances because he was afraid they would add to the water issue that is already on the property. The gentleman representing the McColes stated that they would not mind helping with the maintenance of the drive and they would make sure to go by the guidelines and not add to any water issues. One other lady came forward and stated she was concerned about the extra traffic on the drive. Chairman Haney then asked if there was a motion. Mr. Brewer asked if he could say one more thing but Chairman Haney stated that the Board was going to move on and Elliott Pierce stated that he would like to hear what he had to say. Chairman Haney asked again for a motion. Susan Tankersley made a motion to deny. Todd Holt seconded the motion to deny. Vote was unanimous. Motion to deny carried. He gentleman representing the McColes stated that they would like to just withdraw the application.

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2. Janet L. Pryor: Blaine Broome came forward on behalf of Janet Pryor. Mr. Broome stated that Ms. Pryor is his grandmother and that they would like a variance in order to be allowed to divide off 2-3 acres in an A-1 zone for him to build on. He stated that he knows this Board has approved variances like this before and gave four parcels that he thought this had happen to. Mr. Broome did say that he would have about two hundred feet of road frontage and he has already put in a new driveway. Phillip Cantrell asked how many acres were there and he said eleven and Mr. Cantrell asked could she not do five acre and he said that he again that knew this Board had approved variance like this before. Ms. Pryor came forward and stated that she did not want to give a total of five acres because it would not be fair to the other grandchildren. Chairman Haney then asked if there was a motion. Susan Tankersley made a motion to deny. Jack Mullinax seconded the motion to deny. Chairman Haney asked for a vote and there were seven in favor of denying the request and three in favor of approving the request. Mr. Pierce stated that if this Board has approved this in the past then he feels like legally we should approve his request. Chairman Haney stated that the vote was seven in favor of denying and three in favor of approving the variance. Motion to deny the request carried.

3. Premier Property Development: Garland Sherman came forward and stated that he would like to get variances in order to have two triplexes and a duplex split in order to have each unit on its own lot so they could be sold separately. Phillip Cantrell asked if they had built them so there was fire walls and Mr. Sherman stated yes. No one in the audience had any questions. Chairman Haney asked if there was a motion. Terry Newberry made a motion to approve. Susan Tankersley seconded the motion. Vote was unanimous. Motion to approve carried.

V. ADJOURNMENT:

Terry Newberry 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

Walker County Departmental Statistics - January 2021



Department	Monthly Totals					YTD Totals		YTD Totals		Yearly Totals		Yearly Totals		Yearly Totals		Yearly Totals	
Animal Shelter	December		January			2021		2020		2019		2018		2017		2016	
	Dogs	Cats	Dogs	Cats		Dogs	Cats	Dogs	Cats	Dogs	Cats	Dogs	Cats	Dogs	Cats	Dogs	Cats
Intake	87	47	85	33		85	33	1,093	516	1,094	295	1,176	25	1,628	979	1,301	1,004
Outake (Adopted, Rescued, Returned)	79	38	94	46		94	46	1,091	474	1,099	279	1,012	47	1,134	444	817	195
Adopted	0	3	0	2		0	2	33	65	208	152	138	34	217	147	304	94
Rescued	64	34	82	44		82	44	919	397	766	119	749	13	686	295	513	101
Returned to Owner	14	0	12	0		12	0	119	6	112	3	125	0	231	2	n/a	n/a
Euthanized	1	1	0	0		0	0	20	6	31	7	56	2	336	396	436	630

Codes Enforcement	December	January		2021	2020	2019	2018	2017	2016
In Compliance	1,554	2,233		2,233	6,672	9,309	5,124	4,745	no data
Violations	37	59		59	343	435	857	1,469	221
Closed Cases	5	13		13	161	58	339	480	no data

Fire Department	December	January		2021	2020	2019	2018	2017	2016
Calls for Service	277	268		268	3,478	6,091	5,670	4,441	3,492
Units Handling Calls for Service	544	451		451	5,705	8,815	6,359	4,742	no data
Smoke Alarms Installed	31	31		31	322	781	228	21	no data

Litter	December	January		2021	2020	2019	2018	2017	2016
Roadside Trash Pounds	17,920	16,160		16,160	143,800	143,330	122,912	123,020	no data

Mountain Cove Farms	December	January		2021	2020	2019	2018	2017	2016
Total Nights Booked	41	44		44	840	1,102	908	525	162

Planning	December	January		2021	2020	2019	2018	2017	2016
Single Family New Home Construction	12	15		15	150	128	124	135	123

Public Relations	December	January		2021	2020	2019	2018	2017	2016
Media Impressions (stories)	41	50		50	460	451	509	603	no data
Facebook Followers Added	80	222		222	2,768	1,880	2,182	4,615	no data
Facebook Posts	56	57		57	888	602	487	594	no data
WalkerCountyGA.gov visitor views	52,386	65,936		65,936	668,051	357,989	316,285	399,087	173,745
Newsletter Subscribers Added	56	166		166	1,104	971	925	1,184	no data

Public Works	December	January		2021	2020	2019	2018	2017	2016
Patching/Potholes	141	48		48	5,785	6,148	4,798	no data	no data

Walker Transit	December	January		2021	2020	2019	2018	2017	2016
Total Trips	1,190	1,150		1,150	17,436	26,535	21,551	24,938	no data

*some operations impacted by COVID-19 in 2020