

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

The following constitutes the agenda for the regular scheduled meeting of the Board of Commissioners of Walker County, Georgia to be held on December 9, 2021 at 7:00 p.m.

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**
- **Public Hearing** (*cancelled*)
All Planning Commission items advertised for a public hearing at this meeting have been cancelled. They will be brought before the Board after being heard by the Planning Commission.
- **Approve Minutes**
Approval of the Minutes for the Regular Scheduled Meeting Held November 18, 2021 at 7:00 p.m.
- **New Business**
Variance Appeal by Sharon Reneau for Property Located at 41 Lee School Road LaFayette, GA 30728. Tax Map & Parcel Number 0-482-018A

Resolution R-055-21 to Assure Compliance with the Constitution of the State of Georgia Concerning General Obligation Sales Tax Bonds (ESPLOST) to be Issued by the Walker County School District

Resolution R-056-21 to Appoint a Member of the Walker County Planning Commission

Resolution R-057-21 to Appoint a Member of the Walker County Planning Commission

Resolution R-058-21 to Appoint a Member of the Walker County Planning Commission

Resolution R-059-21 to Appoint a Member of the Walker County Planning Commission

Resolution R-060-21 to Appoint a Member of the Walker County Animal Control Board

Resolution R-061-21 to Appoint a Member of the Walker County Animal Control Board

Proclamation of Appreciation for Carthell Rogers

Acceptance of Federal Victims of Crime Act Assistance Grant (VOCA) for year 2021/2022 - Subgrant # C21-8-001

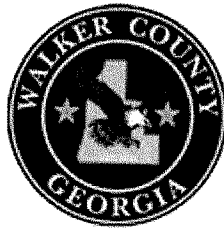
Contract with Association County Commissioners of Georgia for Plan Amendment #1 of the Defined Benefit Plan for Walker County Employees

Contract with Association County Commissioners of Georgia to Adopt the Defined Benefit Plan for Walker County Employees

Departmental Statistics November 2021

- **Public Comment**
- **Commissioner Comments**
- **Executive Session**
- **Adjourn**

***Reminder - there is no Board of Commissioners meeting on December 23 due to County holidays. The Board of Commissioners will hold a Regular Meeting on December 30 at 7:00 p.m. at 201 S. Main Street in LaFayette.**



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

**Minutes of the Regular Scheduled Meeting
December 9, 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 December 9, 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, Chief of Police Mitchell Moore, 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:

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

IV. Public Hearing: (*cancelled*)

All Planning Commission items advertised for a public hearing at this meeting have been cancelled. They will be brought back up before the Board after being heard by the Planning Commission.

V. Approval of Minutes:

Commissioner Askew made a motion to approve the minutes for the Public Hearing and Regular Scheduled Meeting held November 18, 2021 at 7:00 PM, seconded by Commissioner Stultz, 4 ayes and 0 nays, motion was approved.

VI. New Business:

- I. Chairman Whitfield stated this was a variance appeal by Sharon Reneau for property located at 41 Lee School Road LaFayette, GA 30728. Sharon Reneau said this was a mistake on her part because she had the trailer moved and did not know she needed a permit before doing so. She said she is on low income and does not have the money to move the trailer again which is why she is requesting the variance. Commissioner Askew asked if it was located on her property. Ms. Reneau said yes and it is only two feet shorter than the requirement. Commissioner Askew said he has spoken with the Planning and Zoning Director and there are concerns with the condition of the trailer. He said he would like to get more information and possibly issue a conditional use variance with the contingency of County inspectors making sure it is safe to live in. Ms. Reneau said she stopped working on the trailer when she found out about the permit issue and asked for a little bit of time to finish working on the trailer. Commissioner Stultz said he would go out and look at the trailer and get her contact information. Commissioner Askew made a motion to table until more information was obtained, seconded by Commissioner Stultz, 4 ayes and 0 nays, motion carried.
- II. Chairman Whitfield read Resolution R-055-21 to assure compliance with the Constitution of the State of Georgia concerning general obligation sales tax bonds (ESPLOST) to be issued by the Walker County School District. Ron Womack gave an overview of this and said this has nothing to do with the County's taxes. County Attorney David Gottlieb said he had reviewed the documentation and agreed with his explanation. Commissioner

Blakemore made a motion to approve, seconded by Commissioner Stultz, 4 ayes and 0 nays, motion carried.

- III. Chairman Whitfield read Resolution R-056-21 to appoint a member of the Walker County Planning Commission. Chairman Whitfield said there are several vacancies and he had reached out to each of the Commissioner's to get a recommendation in order to represent each district. He said Commissioner Hart recommended William Zachary Chapman. Chairman Whitfield made a motion to approve, seconded by Commissioner Hart, 4 ayes and 0 nays, motion carried.
- IV. Chairman Whitfield read Resolution R-057-21 to appoint a member to the Walker County Planning Commission and said Commissioner Blakemore recommended Robert Allen Carter. Chairman Whitfield made a motion to approve, seconded by Commissioner Blakemore, 4 ayes and 0 nays, motion carried.
- V. Chairman Whitfield read Resolution R-058-21 to appoint a member to the Walker County Planning Commission and said Commissioner Stultz recommended John Moorehouse and this would be a full term. Chairman Whitfield made a motion to approve, seconded by Commissioner Stultz, 4 ayes and 0 nays, motion carried.
- VI. Chairman Whitfield read Resolution R-059-21 to appoint a member to the Walker County Planning Commission and said Commissioner Askew recommended John Hentz and this would be a full term. Chairman Whitfield made a motion to approve, seconded by Commissioner Askew, 4 ayes and 0 nays, motion carried.
- VII. Chairman Whitfield read Resolution R-060-21 to appoint a member to the Walker County Animal Control Board and said there were a few openings on the Board. He said he reached out to each of the Commissioners to get input on the appointments. He said Commissioner Stultz recommended Mike Nowlin. Chairman Whitfield made a motion to approve, seconded by Commissioner Stultz, 4 ayes and 0 nays, motion carried.
- VIII. Chairman Whitfield read Resolution R-061-21 to appoint a member to the Walker County Animal Control Board and said Commissioner Askew recommended John Conely. Chairman Whitfield made a motion to approve, seconded by Commissioner Askew, 4 ayes and 0 nays, motion carried.
- IX. Chairman Whitfield read the Proclamation of Appreciation for Carthell Rogers and presented it to the Rogers family.
- X. Chairman Whitfield stated this VOCA grant is received every year for the District Attorney's Office for the Lookout Mountain Community Services. Commissioner Hart made a motion to approve, seconded by Commissioner Blakemore, 4 ayes and 0 nays, motion carried.
- XI. Chairman Whitfield stated the next two items on the agenda were in conjunction with each other. He said someone with ACCG will be coming to speak next week. He said there are about fifty participants in this program and this meeting will give them an opportunity to have their questions answered. He said these contracts will take the existing policy and move it to ACCG so they can dig into the records and information. He said everything in the policy will remain the same, it will just change the admin. He said if this is moved to ACCG then they will send out a representative monthly to answer questions and provide information. Chairman Whitfield recommended labeling these contracts until the next meeting. Commissioner Stultz made a motion to table until the next meeting, seconded by Commissioner Askew, 4 ayes and 0 nays, motion carried.
- XII. Commissioner Stultz made a motion to table this item until the next meeting, seconded by Commissioner Askew, 4 ayes and 0 nays, motion carried.
- XIII. Chairman Whitfield read the departmental statistics for November 2021.

VII. Public Comment

Chairman Whitfield asked if anyone from the public would like to speak, hearing none the public comment section was then closed.

VIII. Commissioner Comments:

Commissioner Blakemore thanked everyone for coming out and encouraged them to reach out with any concerns or questions.

Commissioner Askew thanked everyone for their participation as it helps the Board do a better job for the citizens. He said he is pleased about the meeting for the Defined Benefit Plan members and is hopeful this will start moving forward.

Commissioner Hart thanked Board Clerk Whitney Summey for all of her hard work and wished her well on her new job outside of the County. He provided information about an upcoming event at the Marsh House.

Commissioner Stultz said he looks forward to the meeting next week. He said he wanted to give the Cedar Grove Community Center a pat on the back of their \$1,000.00 donation to Stocking Full of Love.

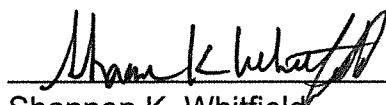
Chairman Whitfield wanted to announce Economic Development Director Robert Wardlaw's retirement at the end of the year and introduce the new Director Stephanie Watkins. He said everyone is excited to have Stephanie Watkins back home after being in Chattanooga for the past twelve years.

IX. Executive Session:

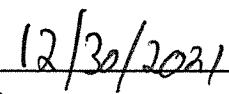
Commissioner Askew made a motion to go into executive session for personnel matters, seconded by Commissioner Stultz, 4 ayes and 0 nays, Executive Session began at 7:41 PM. Chairman Whitfield called the meeting back to order at 8:30 PM and stated there was no action to be taken from the Executive Session.

Adjournment:

Commissioner Askew made a motion to adjourn the meeting, Commissioner Stultz seconded the motion, motion carried and the meeting was adjourned at 8:31 PM.



Shannon K. Whitfield
Chairman/CEO
Walker County Georgia



Date

Minutes prepared by: Walker County Board Clerk, Whitney Summey

Regular Scheduled Commissioners Meeting

Walker County Annex III

December 9, 2021

7:00 PM

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

Regular Scheduled Commissioners Meeting

December 9, 2021

7:00 PM

Name

Address

Stephane Watkins

Rock Spring, GA

Bill Brown

Rock Spring, GA

Pam Rogers

60 Crowder Rd Ross Ga.

Breta Stewart

60 Crowder Rd Rosville Ga 30741

Matthew Beyer

60 Crowder Rd Rosville Ga

Melissa Mithy Landis

Chickamauga GA

Tim McBee

Rock Spring, GA

Karen Stoker

8773 S. Hwy. 341

Ken Stoker

Chickamauga, GA

Ray Marsh

Nina Conklin

Rossville GA

Glenn Conklin

Rossville GA

Ron Womack

LAFAYETTE, GA

Karl Stelf

LaFayette, GA

Sharon Rennie

41 Lee School Rd.
LaFayette, GA

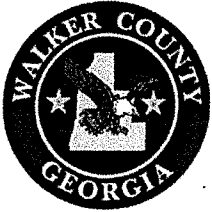
Sign In Sheet

Regular Scheduled Commissioner's Meeting

December 9, 2021

7:00 PM

<u>Name</u>	<u>Address</u>
Christy Anderson	LaFayette, GA
PATRICK CORK	LaFAYETTE GA.
Melissa Harris	Rock Spring GA
Mike Yorman	Rock Spring



Walker County Planning Commission

Minutes

November 18, 2021

Walker County Civic Center

6:00 PM

ATTENDEES:

Planning Commission Members

Terry Newberry
Todd Holt
Susan Tankersley
Daryl Brooks
Jack Mullinax
Cindy Askew

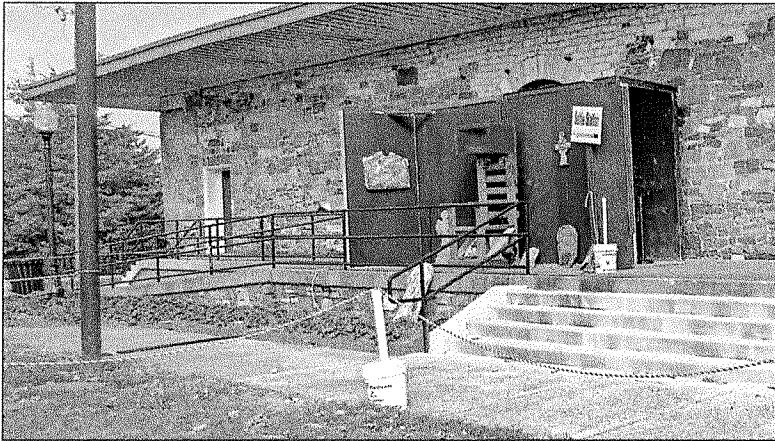
Walker County Planning Staff

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

I. CALL TO ORDER:

Vice Chairman Terry Newberry called the meeting to order at 6:00 P.M. After roll call there was not a quorum present so at that time Vice Chairman Newberry informed the audience that due there not being a quorum that the Planning Commission could not hold the public meeting.

Haunted Depot in Ringgold



Don Stilwell

Ringgold's Haunted Depot, ghost tours and hayrides continue Friday and Saturday, Oct. 29 and 30, from 7-11 p.m. at the city's historic depot, 155 Depot St. Tickets: Haunted Depot, \$15; ghost tour, \$7; hayride, \$3; combo (all three), \$20. Also, live music each night. For more information: www.nothinglikeringgold.com.

Back Alley Productions brings Halloween to the stage with: 'The House of Usher'

From Back Alley Productions

Back Alley Productions invites the public to the Mars Theatre for "The Fall of the House of Usher," a dark retelling of Edgar Allan Poe's gothic classic about family, madness, isolation and buried secrets.

"We've expanded and modernized this classic horror story, from the master of macabre," Director Madison Smith said. "We're adding a new look at one of the most haunting stories of all time, exploring themes of isolation, madness and the lengths some are willing to go to keep family secrets buried forever."

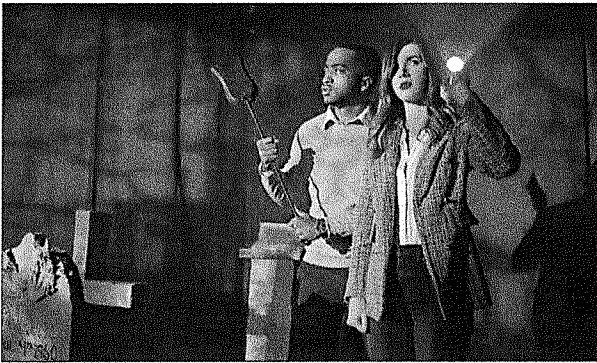
Back Alley is modernizing this unsettling story from the master of macabre, adding a new look at one of the most haunting stories of all time, exploring themes of isolation, madness and the lengths some are willing to go to keep family secrets buried forever.

The production focuses on Kristina and Damon, who receive a mysterious case and visit the House of Usher to assess the mental health of the residents. Overseen by the reclusive and almost otherworldly Roderick Usher, who tends to his ill and disturbed sister Madeline, the house is nestled in a dark shoreline with limited communication. And as Kristina and Damon dig further into the psyche of the residents and the halls of the house, they uncover darker and darker horrors.

"We're very excited to bring something scary and psychological to the stage," Smith adds. "The audience will join our leads on a heart-pounding descent into madness, fear and evil."

Performances are Fridays and Saturdays at 7:30 p.m. and Sundays at 3 p.m., Oct. 29 to Nov. 7. Tickets can be purchased online or at the box office 30 minutes before showtime. Seating at the Mars Theatre is first come, first served.

The production contains some adult language, violence and other thematic



Contributed

Ramses McKinstry (left) portrays Damon, and Carmin Pebley stars as Kristina.



Contributed

The house residents perform a dark ritual.

elements that are considered unsuitable for children. Masks are required by all patrons at this time.

COVID-19 vaccination is a negative COVID-19 test are required to attend. Learn more about the COVID-19 policy at <https://www.bapshows.com/covid19-plan>. 117 N. Chattanooga St. LaFayette. Visit <https://www.BAPshows.com> or call 706-621-2870 for more information.

PUBLIC NOTICE WALKER COUNTY PLANNING COMMISSION MEETING Thursday, November 18, 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:

Conditional Use Variance:

1. Terry Tucker & Jeff Knittel requests a conditional use variance for property located at 19 E. Reed Road LaFayette, GA. 30728. Tax map & parcel number 0-321-2-015
2. DFP, LLC requests a conditional use variance for property located at 901 Glentana Street Rossville, GA. 30741. Tax map & parcel number 0-133-088A

Rezoning:

1. Kristy Galyon requests a rezoning from A-1 to R-3 for property located at 412/454 Ayers Road Chickamauga, GA. 30707. Tax map & parcel number 0-273-008.

Variance:

1. Robert Franks requests a variance for property located at 376 Stanfield Road LaFayette, GA. 30728. Tax map & parcel number 0-324-2-004.
2. Reita Goins requests a variance for property located at 15 Webb Drive Chickamauga, GA. 30707. Tax map & parcel number 0-073-006C.
3. Johnny & Ruth Cameron requests a variance for property located at 205A Wheeler Road Chickamauga, GA. 30707. Tax map & parcel number 0-147-057.

The second hearing on the conditional use variances & rezoning will be held on December 9, 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.

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Salute to the Armed Forces

No matter what the era, Veterans have always answered their country's call to arm.

For Veterans Day on Wednesday, November 10th we will publish a special tribute page devoted to those who are so courageously serving or have served our country. We are grateful for their unselfish devotion to the United States of America. Let us not forget the sacrifices they have made on our behalf.

The ads will be similar to the samples below.

OPTION 1
U.S. Army
U.S. Navy
U.S. Air Force
15 Years
WWII
Korean War
Chief Sumnerman
John C. Smith

OPTION 2
U.S. Army
1942 - 1945
World War II
Sgt. Thomas R. Evans

HURRY! Deadline is 5:00 on Monday, November 1st, 2021

Please publish my tribute in the special Armed Forces Section November 10

Please Check Publication ☐ Catoosa County News ☐ Standard Journal ☐ Calhoun Times ☐ Walker County

Rank/ Name: _____
Military Branch: _____
Years Served: _____
War Served In: _____
Your Name: _____
Billing Address: _____
City: _____ State: _____ Zip: _____
Phone #: _____

I would like to pay for my tribute by:
☐ Check ☐ Money Order ☐ Credit Card
Credit card information:
Card #: _____
CVV Code: _____
Exp. Date: _____
Signature: _____

OPTION 1
Single ad, with photo: \$25
OPTION 2
Single ad with Military Branch Seal: \$25

Phone: 770-748-1520 Email: beasterwood@npco.com or mail to: Veterans Ad, 213 Main St., Cedartown, GA 30125

The Catoosa County News
Calhoun Times

STANDARD JOURNAL
Walker County Messenger

In Memory Of
Tony Eugene Smith
September 12, 1959
~ October 22, 2020
Greatly missed by family and friends

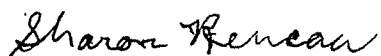
October 28, 2021

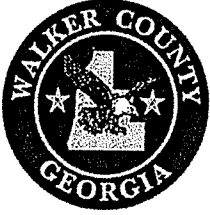
To Whom It May Concern:

I went before the Planning Commission on October 21, 2021 and requested a variance for a less than 16' wide mobile home to be in an R-2 zone. I was given a 14' wide mobile home and did not realize that there were size requirements or permits needed to place a mobile home on your property. Not knowing this, the home was delivered and placed on the property. When I called to get the power inspected is when I found out that I needed permits and that the home was too small. The Planning Commission denied my request for the variance so I would like to appeal their decision.

Sincerely,

Sharon Reneau

A handwritten signature in cursive script that reads "Sharon Reneau".



Walker County Planning Commission

Minutes
October 21, 2021
Walker County Civic Center
6:00 PM

ATTENDEES:

Planning Commission Members

Terry Newberry
Stan Porter
Susan Tankersley
Michael Hicks
Daryl Brooks
Jack Mullinax
Michael Haney
Cindy Askew

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. Chairman Haney asked if there was a motion to open the public meeting.

II. READING AND APPROVAL OF THE MINUTES FOR AUGUST 19TH & SEPTEMBER 16TH, 2021:

Chairman Haney asked if there were any questions or changes for these minutes and if not was there a motion. Daryl Brooks made a motion to approve both minutes. Stan Porter second the motion to approve. Vote was unanimous. Motion to approve minutes carried.

III. PUBLIC HEARING:

A. Preliminary Plat:

1. Chairman Haney asked if anyone was here for the Gateway at Rossville preliminary plat. Josh Mandell came forward and stated that they were requesting approval for the preliminary plat for this project. He said they felt like they have met all the requirements and he would reserve the rest of his time for their engineer if anyone had questions. Chairman Haney then asked if there was anyone else present that would like to talk in favor for or against this. There was no one else present in favor or against this topic.

B. Conditional Use Variance:

1. Chairman Haney asked if there was anyone present to represent Clay Tracy and his request. Mr. Tracy came forward and stated that he had grown up beside this property and after doing research on the property and its history he would like to turn the existing mobile home park into a camp site development that would have both RV and tiny home spaces for people to rent and fish, cookout and enjoy the pond and bike trails. He stated that he has found twenty-one septic tanks but would only like to have twenty spaces. The Walker County Rural Water has already confirmed that each spot has a water meter. Chairman Haney asked if there was anyone present in favor of this that would like to speak. Addison Fields and Meagan Souther both came forward in support of this development. Stanley Jackson came forward and stated that he and his brother Mark own the property to the south and they were not in favor of it. He stated that they know people that will be renting these will be wondering onto their property along with animals and people shooting guns. He said he was also concerned about sewage getting into the pond because he thinks that the pond may feed into his spring. Mr. Tracy came back up and stated that he would be looking and have a limit on the nights that could be rented and that he would make sure there was no septic discharge.

C. Variance:

1. **Sharon Reneau:** Chairman Haney asked if there was anyone present for the Sharon Reneau variance. Ms. Reneau came forward and stated that she had moved a mobile home onto her property not realizing that she needed a permit and that it was the wrong size. She brought up some papers from her doctor and after Planning Director David Brown looked at the papers he said that they listed her medication and HIPPA information that really did not need to be passed out. Cindy Askew asked if the home could be added onto to give the appearance of being larger and Director David Brown stated that the title would still list it as a fourteen-foot wide. There was no one present in favor or against this request.

IV. MOTION TO CLOSE PUBLIC HEARING:

Chairman Haney asked if there was a motion to close the public hearing. Susan Tankersley made a motion to close the public hearing. Daryl Brooks seconded the motion. Vote was unanimous. Motion to close the public hearing carried.

V. MOTION TO OPEN NEW BUSINESS:

Chairman Haney asked if there was a motion to go into new business. Michael Hicks made a motion to go into new business. Stan Porter seconded the motion. Vote was unanimous to go into new business. Vote carried.

VI. NEW BUSINESS:

1. **Gateway at Rossville:** Chairman Haney asked if there was a motion. Stan Porter made a motion to approve. Terry Newberry seconded the motion to approve. Six members (Stan Porter, Daryl Brooks, Michael Hicks, Cindy Askew, Susan Tankersley and Terry Newberry) voted in favor to approve. One member (Jack Mullinax) vote to deny. Vote to approve preliminary plat carried.

2. **Clay Tracy:** Chairman Haney asked if there was a motion. Michael Hicks made a motion to approve with a limit of fourteen day stay. Stan Porter seconded the motion to approve. Vote to approve was unanimous. Vote to approve conditional use variance with conditions carried.

3. **Sharon Reneau:** Chairman Haney asked if there was a motion. Daryl Brooks made a motion to table until a doctor's note could be provided. Stan Porter seconded the motion. Motion died due to lack of vote. Chairman Haney asked if there was another motion. Jack Mullinax made a motion to deny. Terry Newberry seconded the motion to deny. Six members (Daryl Brooks, Jack Mullinax, Terry Newberry, Susan Tankersley, Cindy Askew and Michael Hicks voted in favor of denying the request. Stan Porter voted against denying. Motion to deny carried.

IV. ADJOURNMENT:

Susan Tankersley made a motion to adjourn. Terry Newberry 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.

(a) *Required.*

- 
- (1) No manufactured home or mobile home may be located, stored, placed, rented, occupied or used in any manner whatsoever in the County without an appropriate placement permit. Placement permits required by this section must be prominently displayed on the front window of each manufactured home or mobile home so that the same is clearly visible for a distance of 25 feet. It shall be unlawful for any manufactured home to be in the County without a valid placement permit being clearly visible on said manufactured home or mobile home.
 - (2) Any person desiring to move, store, locate, place or relocate a manufactured home or mobile home within the County must obtain a placement permit prior to moving, locating, placing, storing or relocating such manufactured home or mobile home. Any person desiring to rent, occupy or use a manufactured home or mobile home already located in the County must first ascertain whether such manufactured home or mobile home has a valid placement permit as required by this section. If such manufactured home or mobile home does not have a valid placement permit, then an appropriate placement permit must be obtained prior to occupancy or use thereof.
 - (3) Applications for such permits shall be submitted on forms provided by the Planning Commission and accompanied by a fee as shown on the County schedule of fees. Placement permits will be issued to applicants, provided that all of the requirements of this article are met.
 - (4) If a permit application is denied, then the applicant, within 15 days of such decision, may file an appeal, which request must be in writing, with the Planning Commission, who, after affording the applicant notice and a public hearing, shall either grant the application or deny it, and such decision shall be final.
 - (5) Interior condition. Every floor, interior wall, and ceiling of a manufactured home shall be in sound condition. Doors and windows shall be operable, watertight and in good working condition. The floor system shall be in sound condition and free of warping, holes, water damage, or deterioration.
 - (6) Exterior condition. The exterior of all manufactured homes shall be free of loose or rotting boards or timbers and any other conditions that might admit rain or moisture to the interior portions of the walls or to occupied spaces. The exterior siding shall be free of rot and rust. Roofs shall be structurally sound and have no obvious defects that might admit rain or cause moisture to collect on the interior portion of the home.
 - (7) Sanitary facilities. Every plumbing fixture, water, and waste pipe of a manufactured home shall be in a sanitary working condition when properly connected and shall be free from leaks and obstructions. Each home shall contain a kitchen sink. Each bathroom shall contain a lavatory and water closet. At least 1 bathroom shall contain a tub and/or shower facility. Each of these fixtures shall be checked upon being connected to ensure they are in good working condition.
 - (8) Heating systems. Heating shall be safe and in working condition. Unvented heaters shall be prohibited.
 - (9) Electrical systems. Electrical systems (switches, receptacles, fixtures, etc.) shall be properly installed and wired and shall be in working condition. Distribution panels shall be in compliance with the approved listing, complete with required breakers, with all unused

openings covered with solid covers approved and listed for that purpose. The home shall be subject to an electrical continuity test to ensure that all metallic parts are properly bonded. No aluminum wiring is allowed.

(10) Hot water supply. Each home shall contain a water heater in safe and working condition.

(11) Egress windows. Each bedroom of a manufactured home shall have at least 1 operable window of sufficient size to allow egress if necessary.

(12) Ventilation. The kitchen in the home shall have at least 1 operating window or other ventilation device. There shall be adequate ventilation in all bathrooms.

(13) Smoke detectors. Each manufactured home shall contain 1 operable battery-powered smoke detector in each bedroom and in the kitchen, which must be installed in accordance with the manufacturer's recommendations.

(b) *Validity.* Placement permits for manufactured homes or mobile homes shall remain valid until 1 of the following events occur, whichever event occurs first:

(1) Such manufactured home or mobile home is moved from its present approved placement permit site or location. Each time a manufactured home or mobile home is moved or relocated within the County, a new placement permit must be obtained; or

(2) Such manufactured home or mobile home is declared to be untenable, a nuisance or health hazard by the appropriate governmental authority.

(c) *Exceptions.*

(1) Campers and travel trailers are not required to conform to the terms of this section unless used for living purposes, and in such case, must comply with all applicable requirements.

(2) Manufactured homes located on manufactured home sales lots as inventory for purposes of resale or within the confines of a warehouse are not required to conform to the terms of this section.

(d) *Enforcement.*

(1) Permanent connection to utilities shall not be approved until the building inspector has issued a Certificate of Completion.

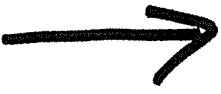
(2) Owners of manufactured homes that are not in compliance upon a third inspection shall have their permit revoked and shall be required to remove the home from the jurisdiction at their own expense.

(e) *Penalties.* Failure to remove a manufactured home from the jurisdiction upon failure to receive a Certificate of Completion shall be punishable according to section 1-13.

(Code 2005, § 34-475; Ord. of 7-20-1994, § 9.04; Ord. of 3-3-2011(2), §§ 4—6)

Sec. 22-388. - Manufactured homes located outside of manufactured home parks.

(a) *Generally.*

- (1) It is the intent of this section to encourage the provision of affordable housing in a general residential environment by permitting the use of manufactured homes meeting the definition of the terms "dwelling" and "dwelling unit," as defined in section 22-115, in all residential districts in which similar dwellings constructed on the site are permitted, subject to the requirements and procedures set forth herein to ensure similarity in exterior appearance between such residentially designed manufactured homes and dwellings which have been constructed under these and other lawful regulations on adjacent lots in the same district zoning classification or general area.
- (2) Manufactured homes meeting the definition of the terms "dwelling" and "dwelling unit," as defined in section 22-115, either individually or by specific model, shall be permitted in all residential districts subject to the requirements and limitations set forth in this chapter which are applicable to manufactured homes and the requirements and limitations applying generally to residential use in such zoning classifications or districts, including minimum lots, yard and building spacing, percentage of lot coverage, off-street parking requirements and approved foundations as described herein.
- (3) Manufactured homes which meet the standards established in this article shall be allowed in all residential districts.
- (4) Compatibility standards for manufactured homes meeting the definition of the terms "dwelling" and "dwelling unit," as set forth in section 22-115, are as follows:
 - a. Manufactured homes qualifying as a dwelling shall be compared to site built and other housing in the immediate general area within the same zoning or residential district or area. Approval shall be granted upon the finding that the manufactured home is substantially similar in size, siding material, roof material, foundation and general aesthetic appearance to:
 1. Site built or other forms of housing which may be permitted in the same general area under this chapter;
 2. Existing development; or
 3. Proposed development in the same zoning district or area.
 - b. All towing devices, wheels, axles and hitches must be removed.
 - c. At each exit door, there must be a landing that is a minimum of 36 inches by 36 inches.
 - d. Minimum width shall be 16 feet or greater.
 - e. Minimum square footage shall be as required by the district in which such home is located.
 - f. The roof shall have a minimum 2:12 roof pitch and shall have a surface of wood shakes, asphalt composition, wood shingles, concrete, fiberglass or metal tiles, slate, built-up gravel materials or other materials approved by the building official.
 - g. The exterior siding materials shall consist of wood, masonry, concrete, stucco, Masonite, metal or vinyl lap designed for such purposes or other materials of a like appearance.
 - h. The home shall be attached to a permanent foundation.
 - i. The home shall be constructed according to standards established either by the State minimum standard codes, as amended from time to time, or the Standard Building Code if locally adopted, or the National Manufactured Housing Construction and Safety

Standards Act or the State industrialized buildings act.

- (5) Manufactured homes and modular homes placed in residential zoning districts or areas shall meet the minimum compatibility standards set forth in this section.
 - (6) The building official may approve deviations from 1 or more of the developmental or architectural standards provided herein on the basis of a finding that the materials to be utilized or the architectural style proposed for the dwelling will be compatible and harmonious with existing structures in the vicinity.
 - (7) These compatibility standards are not applicable and shall not be applied to manufactured homes or mobile homes when located in a manufactured home rental community or park or mobile home rental community or park.
- (b) *Non-conforming structures.*

- (1) *Permitted locations.* Manufactured homes and mobile homes which do not conform to the standards established in subsection (a) of this section shall be permitted within areas designated or utilized as agricultural, R-3, and manufactured home parks, provided that each home complies with the district standards in which it is located and also as special use in all zoning districts as provided for use as a principal dwelling, an accessory dwelling, for security purposes or for developments under construction.
- (2) *Compatibility standards for placement.* Compatibility standards for placement of manufactured homes not meeting the standards set forth in subsection (a) of this section and mobile homes built before June 15, 1976, are as follows:
 - a. A 30-foot setback is required from any other dwelling unit on the site.
 - b. The structure must be connected to the water and sewage system (including well and septic tank, if applicable) approved by the Health Department.
 - c. In the event minimum installation standards have not been adopted by the State, the structure must be installed according to the manufacturer's installation instructions, when available, or appendix H of the State Building Code.
 - d. The area beneath each such structure must be enclosed with materials manufactured for such purposes, including, but not limited to, brick, concrete, rock or other materials which have been approved by the County Planning Director.
 - e. When used as an accessory structure or dwelling, the manufactured home or mobile home shall be located to the rear of the principal structure.

- (c) *Additional requirements.* The minimum lot width at the front building line and the minimum lot area shall be as follows:

Minimum Lot Width and Lot Area

<i>Utilities Available</i>	<i>Minimum Width (feet)*</i>	<i>Minimum Area (square feet)</i>
Public water Public sewerage	100	15,000**
Public water Private sewerage	100	15,000**
Private water Private sewerage	100	30,000***

*Minimum width at front building line/unit.

**15,000 each additional unit.

***30,000 each additional unit.

- (1) Manufactured home or mobile home setback lines shall be at least 60 feet from the centerline of a County road and 35 feet from the front property line of a State or Federal highway. Sidelines shall be 15 feet from the side property lines and 15 feet from the rear property line.
- (2) Conformity shall be obtained with all applicable site development standards as required in article IV, division 3, of this chapter.
- (3) No more than 1 dwelling or manufactured home or mobile home may be placed on a lot or parcel of land.
- (4) The regulations of the County and Health Department regarding sanitary facilities, water supply, electrical systems and sewage disposal shall be met.

(d) *Setup, anchoring and skirting.*

- (1) Prior to final inspection and as a requirement for approval for the initiation of electrical service, all manufactured homes or mobile homes shall be securely anchored to the ground and skirted or underpinned. Anchoring and skirting or underpinning shall conform with standards set forth in regulations governing the placement of manufactured homes in the County.
- (2) All skirting and anchoring must be in place prior to granting approval at final inspection.

(Code 2005, § 34-476; Ord. of 7-20-1994, § 9.05; Ord. of 12-1997)

WALKER COUNTY
PLANNING & DEVELOPMENT
AGENDA ITEM

Owner: Sharon Reneau
Petitioner: same
Location of Property: 41 Lee School Road
LaFayette, GA. 30728

Tax map & parcel number 0-482-018A

Date Applied: 9/15/2021
PC Meeting Date: 10/21/2021

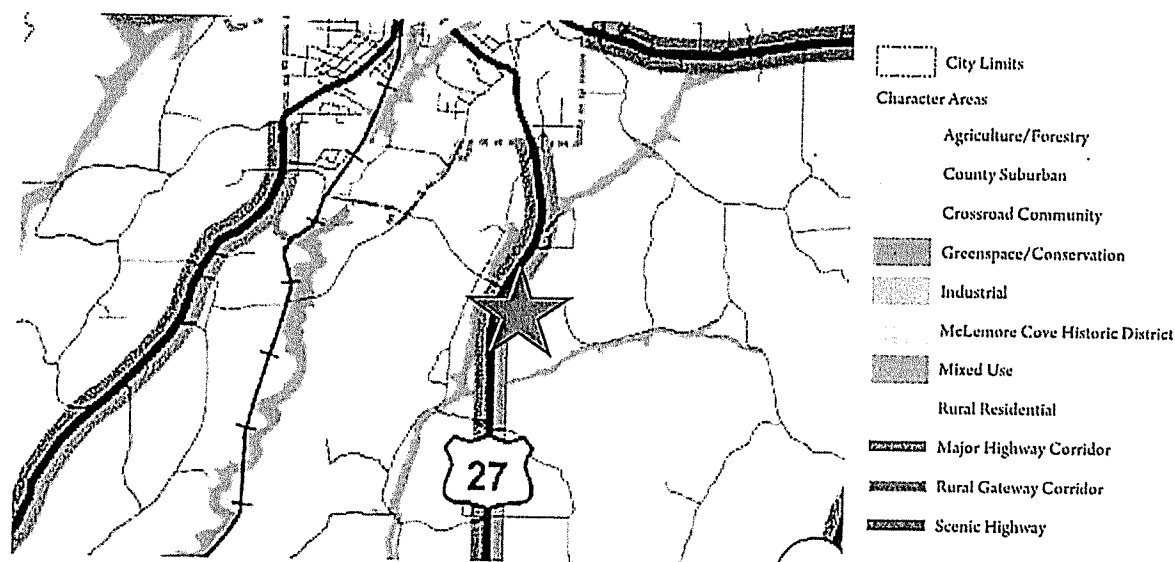
Present Zoning: R-2 (Residential)

APPLICANT'S INTENT:	To permit a 14' wide mobile home in a R-2 zone which requires mobile homes to be 16' wide or larger
DETAILS OF REQUEST:	Ms. Reneau has moved in a 14' wide mobile home onto her property that is zoned R-2. R-2 requires a mobile home to be 16' wide or larger. She stated that she was unaware that a permit was needed.

Projected Area:



Future Land Use Map:



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	

Im asking for a minimum 2ft variance because R2 zoning says my trailer is 2ft short. I did not know that I had to have a permit. Someone gave me a trailer if I moved it in mid-June. My friend Chuck who I now owe for 3 years for letting me borrow money to move it - also my sons helped the trailer movers so I could get a discount.

When I tried to get the lights on I called and was told about the R2 zoning. The camper is \$20 a night and \$600 a month to run the generator. I can't afford to run it night and day.

Im on disability and have no savings and no husband. I have Osteoporosis and Arthritis. I think I've had 3 heart attacks but I am taking herbs that help that.

If I am given the minimum variance, I can keep my trailer, have power, and save the money Im having to spend on gas to

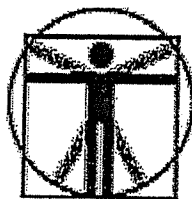
be able to fix my trailer. My hot water heater doesn't work in my camper and my food goes bad because I can't afford to run the generator except for at night. It would be maybe \$200 for electricity instead of \$1000. I could be able to have a refrigerator, a hot bath which helps my arthritis, and I would be able to have a warm home this winter even in the daytime.

My trailer can't be seen unless someone drives down the driveway, because it is surrounded by trees. I have no other place that I can move it to; and no money to move it.

I did not intend to break the zoning codes. I wasn't fully aware of how permits work and that I needed one at that time. Please take my application into consideration and let me keep my home.

Sincerely,
Sharon Remeau

RENEAU, SHARON (id: [REDACTED], dob: [REDACTED])



Hamilton
Physician Group

Date: 11/01/2021

RE: Sharon Reneau, DOB: [REDACTED], PT ID #: [REDACTED]

To Whom It May Concern:

Ms. Reneau has been diagnosed with the following conditions during or prior to the time during which I have been her primary care provider. Please take this into consideration when making any decisions about her living situation.

osteoporosis, osteoarthritis, lumbar spondylosis, benign cyst of pancreas, benign mass of L ovary, vitamin D deficiency, dyslipidemia, prolapsed lumbar intervertebral disc, arthropathy of lumbar facet joint, osteoarthritis of left knee joint, chronic pain syndrome, mixed anxiety and depressive disorder.

Please call with any questions or concerns.

Sincerely,

Electronically Signed by: MEGAN BROWN, MD

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF WALKER COUNTY TO ASSURE COMPLIANCE WITH THE CONSTITUTION OF THE STATE OF GEORGIA BY ASSESSING AND PROVIDING FOR THE COLLECTION OF A DIRECT ANNUAL TAX SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON GENERAL OBLIGATION SALES TAX BONDS TO BE ISSUED BY THE WALKER COUNTY SCHOOL DISTRICT IN THE AGGREGATE PRINCIPAL AMOUNT OF \$16,500,000, AS AUTHORIZED AT AN ELECTION HELD FOR THAT PURPOSE ON MARCH 16, 2021, PURSUANT TO AND IN CONFORMITY WITH THE CONSTITUTION AND STATUTES OF THE STATE OF GEORGIA, AND FOR OTHER PURPOSES.

WHEREAS, at an election duly called and held on March 16, 2021 (the “**Election**”), in Walker County, constituting the Walker County School District (the “**School District**”), a political subdivision of the State of Georgia, after notice thereof had been given to the qualified voters of the School District for the time and in the manner required by law, a majority of the qualified voters of the School District voting in the Election voted in favor of the imposition in Walker County of a one percent sales and use tax for educational purposes (the “**Educational Sales Tax**”) for a period of time not to exceed 20 consecutive calendar quarters and the issuance of general obligation bonds by the School District, as described in a resolution adopted on December 14, 2020, by the Board of Education of Walker County (the “**Board of Education**”), as the controlling and managing body of the School District, by the terms of which resolution the Election was held; and

WHEREAS, pursuant to the results of the Election and the provisions of a bond resolution adopted on December 7, 2021 (the “**Bond Resolution**”), the Board of Education has authorized the issuance of \$16,500,000 in aggregate principal amount of WALKER COUNTY SCHOOL DISTRICT GENERAL OBLIGATION SALES TAX BONDS, SERIES 2021 (the “**Bonds**”); and

WHEREAS, the Board of Education has determined that the Educational Sales Tax received by the School District in each year will be sufficient to pay fully all principal of and interest on the Bonds coming due in each year; and

WHEREAS, payment of the principal of and interest on the Bonds will be secured by and payable first from the Educational Sales Tax and then, if and to the extent necessary, from *ad valorem* taxes to be levied in the School District; and

WHEREAS, the Bonds shall constitute debt of the School District within the meaning of Article IX, Section V, Paragraph I of the Constitution of the State of Georgia; and

WHEREAS, Article IX, Section V, Paragraph VI of the Constitution of the State of Georgia provides that, at or before the time of incurring bonded indebtedness, provision must be made for the assessment and collection of an annual tax in an amount sufficient to pay the principal of and interest on said debt; and

WHEREAS, the Bonds and the issuance thereof have been confirmed and validated by judgment of the Superior Court of Walker County, Georgia, which judgment has ordered and

adjudged that the Board of Education was and is authorized and empowered to recommend to the Board of Commissioners of Walker County (the “**Board of Commissioners**”) the assessment and collection of a continuing direct annual tax to be levied on all the taxable property located within the boundaries of the School District, which constitutes all of Walker County, exclusive of the corporate limits of the City of Chickamauga, in an amount sufficient to pay the principal of and the interest on the Bonds in accordance with the terms thereof, to the extent the proceeds of the Educational Sales Tax are not sufficient for that purpose; and

WHEREAS, in order to provide for the assessment and collection of a continuing direct annual tax to be levied on all the taxable property subject to taxation for bond purposes located within the boundaries of School District in an amount sufficient to pay the principal of and the interest on the Bonds as the same shall mature and become due, to the extent such principal and interest are not paid from proceeds of the Educational Sales Tax, the Board of Education, by resolution adopted on December 7, 2021, a certified copy of which resolution has been received by the Board of Commissioners, has recommended to the Board of Commissioners that such tax be assessed and collected in the appropriate years, sufficient in amount to produce the sums required to pay the principal of and interest on the Bonds to the extent the proceeds from the Educational Sales Tax received by the School District are not sufficient to make such payments, and that the funds provided by said tax shall be pledged irrevocably to and appropriated for the payment of the principal of and the interest on the Bonds.

NOW, THEREFORE, be it resolved by the Board of Commissioners of Walker County, in meeting assembled, that:

Section 1. Tax Assessment for Payment of Bonds. For the purpose of providing funds for the payment of the principal of and interest on all of the Bonds on the dates on which such principal and interest shall become due and be payable, to the extent such principal and interest are not paid from the proceeds of the Educational Sales Tax, there shall be and hereby is assessed and collected and there hereafter shall be collected in the appropriate years, beginning in the year 2022, a continuing direct annual tax upon all the taxable property within the boundaries of the School District, sufficient in amount to produce the sums required to pay the principal of the Bonds coming due on October 1 and the interest coming due on the Bonds on April 1 and October 1 in each of the years set forth on Exhibit A attached hereto and incorporated herein, through October 1, 2027, to the extent the proceeds from the Educational Sales Tax received by the School District are not sufficient to make such payments.

Section 2. Funds Pledged for Payment of Bonds. The funds provided by said tax shall be and hereby are irrevocably pledged to and appropriated for the payment of the principal of and interest on the Bonds, and provisions to meet the requirements hereof shall be made hereafter in due time and manner in the annual appropriation measure in each year, to the extent such principal and interest are not paid from the proceeds of the Educational Sales Tax, so that all of the Bonds, as to principal and interest, shall be fully paid as the same shall mature and become due.

Section 3. Publication of Tax Rate. The Board of Commissioners, as levying authority, together with the Board of Education, as recommending authority, shall comply with the provisions of O.C.G.A. § 48-5-32, and all other statutory requirements as may exist from

time to time relating to the publication of any reports or notices required prior to establishing millage rates each year for educational purposes, and shall take such other actions as may be required for the assessment and collection of taxes to provide funds in the years and amounts set forth in this resolution, to the extent the proceeds of the Educational Sales Tax received by the School District are not sufficient for that purpose. The Board of Commissioners and the Board of Education shall cause a report to be published in a newspaper of general circulation throughout Walker County at least two weeks prior to the establishment of the millage rates for *ad valorem* taxes for educational purposes during the current calendar year, in accordance with O.C.G.A. § 48-5-32.

Section 4. Compliance with Constitution. This resolution is adopted in order to assure compliance with Article IX, Section V, Paragraph VI of the Constitution of the State of Georgia. The Board of Education has determined that the Educational Sales Tax received by the School District in each year will be sufficient to pay fully all principal of and interest on the Bonds coming due in each year. The Board of Commissioners will take no action to establish a millage levy for the payment of any portion of the principal of and interest on the Bonds from *ad valorem* taxes until the Board of Education certifies to it any millage required for such purposes.

Section 5. Conflicting Provisions Repealed. Any and all resolutions or parts of resolutions, if any, in conflict herewith shall be and the same are repealed by the passage of this resolution.

RESOLUTION APPROVED AND ADOPTED, December 9, 2021.

WALKER COUNTY, GEORGIA

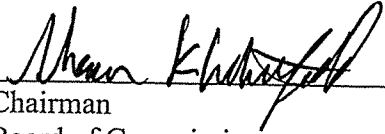
By: 
Chairman
Board of Commissioners

Exhibit A

DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Interest	Semi-Annual P&I	Annual Total P&I
04/01/2022	--	--	\$211,250.00	\$211,250.00	--
10/01/2022	--	--	380,250.00	380,250.00	\$591,500.00
04/01/2023	--	--	380,250.00	380,250.00	--
10/01/2023	\$3,200,000.00	4.00%	380,250.00	3,580,250.00	3,960,500.00
04/01/2024	--	--	316,250.00	316,250.00	--
10/01/2024	3,250,000.00	4.00	316,250.00	3,566,250.00	3,882,500.00
04/01/2025	--	--	251,250.00	251,250.00	--
10/01/2025	3,300,000.00	5.00	251,250.00	3,551,250.00	3,802,500.00
04/01/2026	--	--	168,750.00	168,750.00	--
10/01/2026	3,350,000.00	5.00	168,750.00	3,518,750.00	3,687,500.00
04/01/2027	--	--	85,000.00	85,000.00	--
10/01/2027	3,400,000.00	5.00	85,000.00	3,485,000.00	3,570,000.00
\$16,500,000.00			\$2,994,500.00	\$19,494,500.00	\$19,494,500.00

RESOLUTION OF THE BOARD OF EDUCATION OF WALKER COUNTY
RECOMMENDING TO THE BOARD OF COMMISSIONERS OF WALKER
COUNTY THE ASSESSMENT AND COLLECTION OF A TAX FOR
SCHOOL BOND PURPOSES.

WHEREAS, by resolution of the Board of Education of Walker County (the "**Board of Education**"), adopted on December 14, 2020, and a call of election issued by the Walker County Board of Elections and Registration, as election superintendent for Walker County, an election was held in Walker County (the "**County**") on March 16, 2021 (the "**Election**"), at which election there was submitted to the qualified voters of the County the question of whether a one percent sales and use tax for educational purposes (the "**Educational Sales Tax**") should be reimposed in the County for a period of time not to exceed 20 consecutive calendar quarters, commencing on July 1, 2022, for the purpose of raising not more than \$37,000,000, approximately \$31,968,000 of which shall be received by the Walker County School District (the "**School District**") and \$5,032,000 of which shall be received by the Board of Education of the City of Chickamauga to be used for the purpose of financing certain capital outlay projects of the School District and the City of Chickamauga School System, as described in the ballot question; and

WHEREAS, the question on the ballot of the Election also stated that approval by the voters of the imposition of the Educational Sales Tax would also constitute approval of the issuance of general obligation debt of the School District in the maximum principal amount of \$16,500,000 for the capital outlay projects; and

WHEREAS, the returns of the Election were consolidated as required by law and the result of the Election was in favor of the imposition of the Educational Sales Tax and the issuance of such general obligation debt, as shown by the certificate of the Walker County Board of Elections and Registration, as election superintendent, declaring the result of the Election; and

WHEREAS, the Educational Sales Tax authorized by the voters will begin being collected on July 1, 2022, and will cease to be imposed on the earlier of (a) 20 calendar quarters after the tax is imposed or (b) as of the end of the calendar quarter during which the Commissioner of the Georgia Department of Revenue determines that the Educational Sales Tax will have raised revenues sufficient to provide to the County net proceeds equal to or greater than the amount specified as the maximum amount of net proceeds to be raised by the Educational Sales Tax; and

WHEREAS, the qualified voters voting in the Election authorized the issuance of \$16,500,000 of general obligation debt for the purposes described in the ballot question and the Board of Education has determined that it is in the School District's best interest to issue \$16,500,000 of such authorized debt at this time; and

WHEREAS, pursuant to the provisions of a bond resolution adopted on December 7, 2021, by the Board of Education, as the controlling and managing governing body acting for and on behalf of the School District, the Board of Education has authorized the issuance of the WALKER COUNTY SCHOOL DISTRICT GENERAL OBLIGATION SALES TAX BONDS, SERIES 2021, in the aggregate principal amount of \$16,500,000 (the "**Bonds**"); and

WHEREAS, the Board of Education has determined that the Educational Sales Tax received by the School District in each year will be sufficient to pay fully all principal of and interest on the Bonds coming due in each year; and

WHEREAS, payment of the principal of and interest on the Bonds will be secured by and payable first from the Educational Sales Tax and then, if and to the extent necessary, from ad valorem taxes to be levied in the School District; and

WHEREAS, the Bonds shall constitute debt of the School District within the meaning of Article IX, Section V, Paragraph I of the Constitution of the State of Georgia; and

WHEREAS, Article IX, Section V, Paragraph VI of the Constitution of the State of Georgia provides that, at or before the time of incurring bonded indebtedness, provision must be made for the assessment and collection of an annual tax in an amount sufficient to pay the principal of and interest on said debt within 30 years from incurring such bonded indebtedness; and

WHEREAS, the Bonds and the issuance thereof by the School District were confirmed and validated by judgment of the Superior Court of Walker County on July 20, 2021, which judgment declared that the Board of Education is authorized and empowered to recommend to the Board of Commissioners of Walker County (the “**Board of Commissioners**”) the assessment and collection of a continuing direct annual tax to be levied on all the taxable property located within the boundaries of the School District, the boundaries of which comprise all of the County except the area within the corporate limits of the City of Chickamauga, as the same now exist or may be hereafter extended, and that all such property shall be subject to such tax in an amount sufficient to pay the principal of and the interest on the Bonds to the extent the proceeds of the Educational Sales Tax received by the School District are not sufficient for that purpose.

NOW, THEREFORE, be it resolved by the Board of Education in meeting assembled that:

1. In order to provide for the assessment and collection of a continuing direct annual tax to be levied on all the taxable property subject to taxation for school bond purposes located within the boundaries of the School District as the same now exist, and within any extensions of said boundaries, sufficient in amount to pay the principal of and interest on the Bonds as the same shall mature and become due, to the extent such principal and interest are not paid from proceeds of the Educational Sales Tax, the Board of Education shall and does hereby recommend to the Board of Commissioners that such tax be assessed and collected in the School District in the appropriate years, beginning in the year 2022, sufficient in amount to produce the sums required to pay the principal of the Bonds coming due on October 1 and the interest coming due on the Bonds on April 1 and October 1 in each of the years set forth on Exhibit A attached hereto and incorporated herein, through October 1, 2027, to the extent the proceeds from the Educational Sales Tax received by the School District are not sufficient to make such payments, and that the funds provided by said tax shall be irrevocably pledged to and appropriated for the payment of the principal of and the interest on the Bonds.

2. The Board of Education, as the recommending authority, together with the Board of Commissioners, as the levying authority, shall comply with the provisions of O.C.G.A. § 48-5-32 and all other statutory requirements as may exist from time to time relating to the publication of any reports or notices required prior to establishing millage rates each year for educational purposes, including payment of principal of and interest on the Bonds, and shall take such other actions as may be required for the assessment and collection of taxes to provide funds in the years and amounts set forth in this resolution. The Board of Commissioners and the Board of Education shall cause a report to be published in a newspaper of general circulation throughout Walker County at least two weeks prior to the establishment of the millage rates for ad valorem taxes for educational purposes during the current calendar year, in accordance with O.C.G.A. § 48-5-32.

3. The Secretary of the Board of Education is hereby authorized and directed to certify this recommendation to the Board of Commissioners of Walker County by delivering to said body a certified copy hereof.

Any and all resolutions or parts of resolutions in conflict herewith shall be and the same are hereby repealed.

APPROVED AND ADOPTED, December 7, 2021.

WALKER COUNTY SCHOOL DISTRICT

By: Karen L. Stoker
Chairperson
Board of Education of Walker County

Exhibit A

DEBT SERVICE SCHEDULE

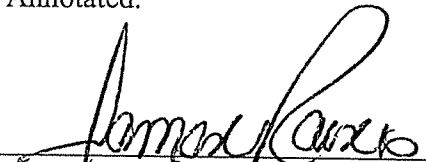
Date	Principal	Coupon	Interest	Semi-Annual P&I	Annual Total P&I
04/01/2022	--	--	\$211,250.00	\$211,250.00	--
10/01/2022	--	--	380,250.00	380,250.00	\$591,500.00
04/01/2023	--	--	380,250.00	380,250.00	--
10/01/2023	\$3,200,000.00	4.00%	380,250.00	3,580,250.00	3,960,500.00
04/01/2024	--	--	316,250.00	316,250.00	--
10/01/2024	3,250,000.00	4.00	316,250.00	3,566,250.00	3,882,500.00
04/01/2025	--	--	251,250.00	251,250.00	--
10/01/2025	3,300,000.00	5.00	251,250.00	3,551,250.00	3,802,500.00
04/01/2026	--	--	168,750.00	168,750.00	--
10/01/2026	3,350,000.00	5.00	168,750.00	3,518,750.00	3,687,500.00
04/01/2027	--	--	85,000.00	85,000.00	--
10/01/2027	3,400,000.00	5.00	85,000.00	3,485,000.00	3,570,000.00
	\$16,500,000.00		\$2,994,500.00	\$19,494,500.00	\$19,494,500.00

SECRETARY'S CERTIFICATE

I, the undersigned Secretary of the Board of Education of Walker County, keeper of the records and seal thereof, hereby certify that the foregoing is a true and correct copy of a resolution approved and adopted by a majority vote of said Board of Education in meeting assembled on December 7, 2021, the original of which resolution has been entered in the official records of said Board of Education under my supervision and is in my official possession, custody and control.

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

(S.E.A.L.)


Secretary
Board of Education of Walker County



RESOLUTION R-056-21

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

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

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

WHEREAS, a vacancy exists on the Planning Commission due to the resignation of Maurice Gass; and

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

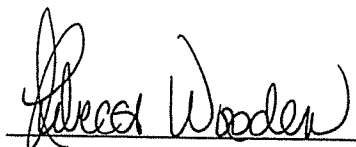
William Zachary Chapman - for a term ending on December 31, 2025

WHEREAS, William Zachary Chapman is duly qualified to serve as a member of the Planning Commission and has expressed a willingness to serve the people of Walker County in such capacity;

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

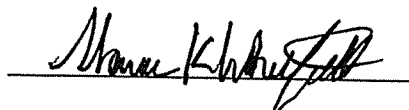
SO RESOLVED AND ADOPTED this 9th day of December, 2021.

ATTEST:

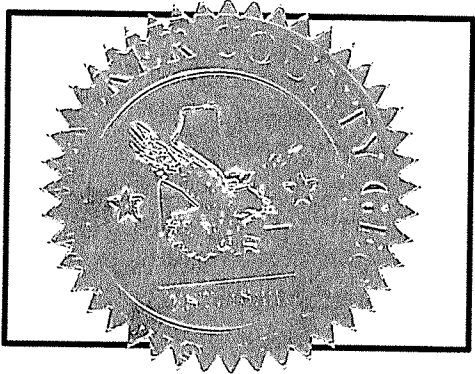


REBECCA WOODEN, County Clerk

WALKER COUNTY, GEORGIA



SHANNON K. WHITFIELD, Chairman



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



RESOLUTION R-057-21

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

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

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

WHEREAS, a vacancy exists on the Planning Commission due to the resignation of Karen Bubrig; and

WHEREAS, Chairman Whitfield submits the following appointment to serve as a member of the Walker County Planning Commission for the remainder of her term:

Robert Allen Carter - for a term ending on December 31, 2023

WHEREAS, Robert Allen Carter is duly qualified to serve as a member of the Planning Commission and has expressed a willingness to serve the people of Walker County in such capacity;

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

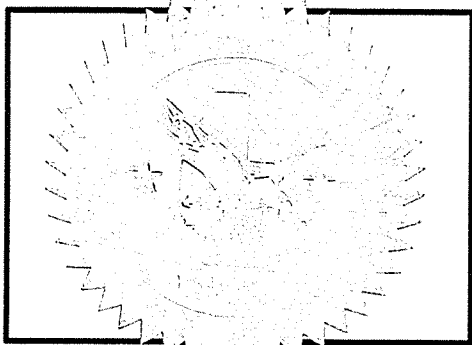
SO RESOLVED AND ADOPTED this 9th day of December, 2021.

ATTEST:

WALKER COUNTY, GEORGIA

REBECCA WOODEN, County Clerk

SHANNON K. WHITFIELD, Chairman



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



RESOLUTION R-058-21

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

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

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

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

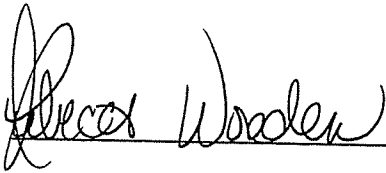
John Morehouse - for a term beginning January 1, 2022 and ending on December 31, 2025

WHEREAS, John Morehouse is duly qualified to serve as a member of the Planning Commission and has expressed a willingness to serve the people of Walker County in such capacity;

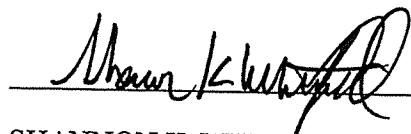
THEREFORE, BE IT RESOLVED by the Board of Commissioners of Walker County, Georgia that the appointment of John Morehouse is approved.

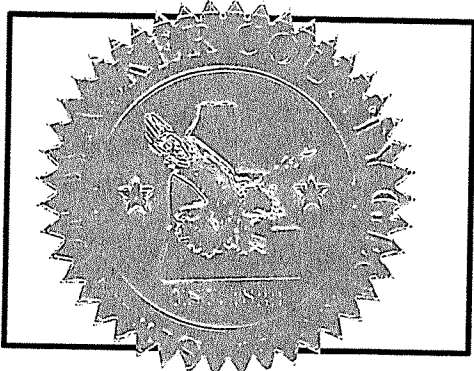
SO RESOLVED AND ADOPTED this 9th day of December, 2021.

ATTEST:


REBECCA WOODEN, County Clerk

WALKER COUNTY, GEORGIA


SHANNON K. WHITFIELD, Chairman



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



RESOLUTION R-059-21

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

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

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

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

Jon Hentz - for a term beginning January 1, 2022 and ending on December 31, 2025

WHEREAS, Jon Hentz is duly qualified to serve as a member of the Planning Commission and has expressed a willingness to serve the people of Walker County in such capacity;

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

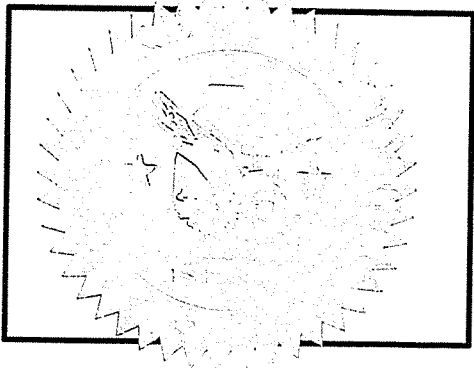
SO RESOLVED AND ADOPTED this 9th day of December, 2021.

ATTEST:

WALKER COUNTY, GEORGIA

REBECCA WOODEN, County Clerk

SHANNON K. WHITFIELD, Chairman



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



RESOLUTION R-060-21

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF WALKER COUNTY TO
APPOINT A MEMBER OF THE WALKER COUNTY ANIMAL CONTROL BOARD**

WHEREAS, O.C.G.A. § 4-8-23 (a) (2) provides that an animal control board is an authority charged with exercising those powers set forth in O.C.G.A. § 4-8-23 as determined by the county governing authority; and

WHEREAS, Section 6-109(a) of the Code of Walker County delegates the authority to appoint members to the Animal Control Board to the Chairman of the Board of Commissioners of Walker County ("Board") with approval of the Board; and

WHEREAS, a vacancy exists due to the death of Finley Johnson; and

WHEREAS, Chairman Whitfield submits the following appointment to serve as a member of the Walker County Animal Control Board for the remainder of Johnson's term:

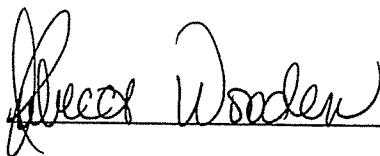
Mike Nowlin - for a term ending on December 31, 2023

WHEREAS, Mike Nowlin is duly qualified to serve as a member of the Animal Control Board and has expressed a willingness to serve the people of Walker County in such capacity;

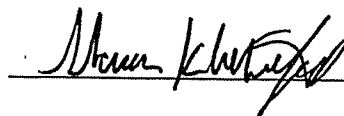
THEREFORE, BE IT RESOLVED by the Board of Commissioners of Walker County, Georgia that the appointment of Mike Nowlin is approved.

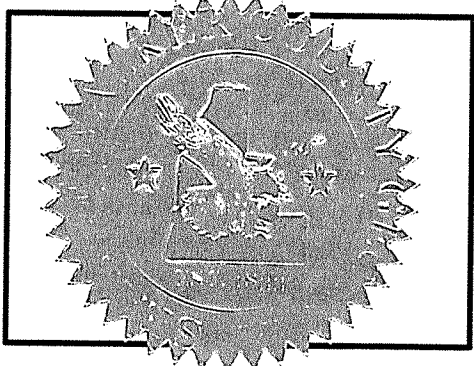
SO RESOLVED AND ADOPTED this 9th day of December, 2021.

ATTEST:


REBECCA WOODEN, County Clerk

WALKER COUNTY, GEORGIA


SHANNON K. WHITFIELD, Chairman



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



RESOLUTION R-061-21

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF WALKER COUNTY TO
APPOINT A MEMBER OF THE WALKER COUNTY ANIMAL CONTROL BOARD**

WHEREAS, O.C.G.A. § 4-8-23 (a) (2) provides that an animal control board is an authority charged with exercising those powers set forth in O.C.G.A. § 4-8-23 as determined by the county governing authority; and

WHEREAS, Section 6-109(a) of the Code of Walker County delegates the authority to appoint members to the Animal Control Board to the Chairman of the Board of Commissioners of Walker County ("Board") with approval of the Board; and

WHEREAS, a vacancy exists due to the expiration of the term held by Chelsi Dill; and

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

John Conley - for a term ending on December 31, 2024

WHEREAS, John Conley is duly qualified to serve as a member of the Animal Control Board and has expressed a willingness to serve the people of Walker County in such capacity;

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

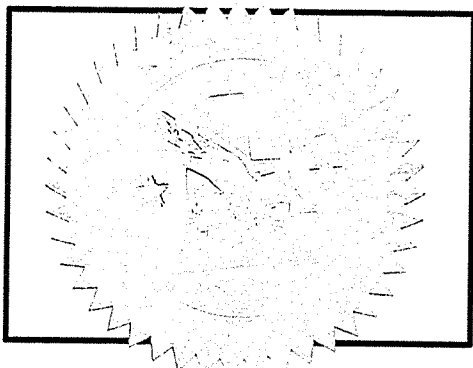
SO RESOLVED AND ADOPTED this 9th day of December, 2021.

ATTEST:

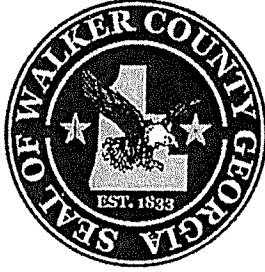
REBECCA WOODEN, County Clerk

WALKER COUNTY, GEORGIA

SHANNON K. WHITFIELD, Chairman



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

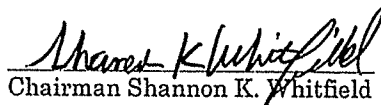


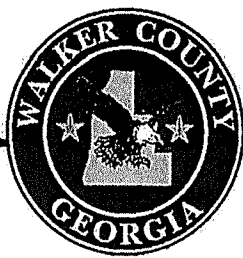
Proclamation

BY THE WALKER COUNTY BOARD OF COMMISSIONERS *APPRECIATION FOR CARTHELL ROGERS*

- WHEREAS: Carthell Rogers was a lifelong resident of Rossville, graduate of Rossville High School and had a passion for community service; and
- WHEREAS: Rogers served as the Director of the Rossville Recreation Center for many years and as Director of the Scenic City Football League; and
- WHEREAS: Rogers was instrumental in leveling the playing field for area youth, by organizing baseball, softball, basketball and football programs for children living in and around the Rossville community as a volunteer with the Rossville Recreation Association; and
- WHEREAS: Rogers worked tirelessly to eliminate financial barriers that might have otherwise prevented area children from participating in recreational activities; and
- WHEREAS: Rogers brought notoriety to Rossville and Walker County by successfully hosting Dizzy Dean Baseball World Series Championships in 2004, 2005 and 2006, which attracted families from Alabama, Florida, Georgia, Louisiana, Mississippi, Oklahoma, Tennessee and Texas; and
- WHEREAS: Rogers was a generous soul and force for good, hosting events for Rossville alumni, holiday toy drives, community meals, and "Meet Your Teacher" events, among other functions; and
- THEREFORE: I, Chairman Shannon K. Whitfield, on behalf of the Walker County Board of Commissioners, do hereby proclaim our infinite appreciation and gratitude for the contributions made by Carthell Rogers to the betterment of our community. His service has left a distinct mark on the citizens of Walker County that others will surely aspire to emulate.

Signed and sealed this 9th day of December in the year 2021.


Chairman Shannon K. Whitfield



Shannon K. Whitfield
Chairman/CEO
Board of Commissioners
Walker County, GA

December 9, 2021

Criminal Justice Coordinating Council
Attention: Grants
104 Marietta Street, NW, Suite 440
Atlanta, Georgia 30303-2743

RE: VOCA Grant
Subgrant # C21-8-001
Subgrantee: Prosecuting Attorneys' Council of Georgia
Project Title: District Attorney's Office, Lookout Mountain Judicial Circuit
District Attorney VWAP

Dear Grant Official:

I serve as the duly elected Chairman of the Walker County Board of Commissioners.

Walker County is part of the four-county Lookout Mountain Judicial Circuit. We act as the administrative county for the District Attorney's Office concerning budgetary matters. This is also true concerning the above grant. Our county is the recipient of all grant funds and distributes them as required by the terms of the grant. The District Attorney's Office handles all the paperwork, while Walker County handles the administration of all funds.

It is my request that Chris A. Arnt, District Attorney; Kevin Baugh, Chief Assistant District Attorney; Amy Brown, Office Manager; and Elena Floyd, Administrative Assistant, be designated to sign and handle all paperwork from your office for this grant. The District Attorney's office will provide the county with copies of all the necessary paperwork, and our finance department will administer the funds accordingly. This will simplify procedures in dealing with this grant.

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Shannon K. Whitfield".

Shannon K. Whitfield
Chairman/CEO
Walker County Board of Commissioners

STATE OF GEORGIA
PROSECUTING ATTORNEYS' COUNCIL OF GEORGIA
Agreement for Funding of Prosecution Based VOCA Program

County: Walker

Implementing Prosecuting Attorney: Lookout Mountain Judicial Circuit

VOCA (Base Funding): CJCC Grant No: C21-8-001

A. Base Federal Funds:	\$ <u>183,831</u>
B. Matching Funds (waived for all offices):	\$ <u>45,958</u>

Initial Grant Period: October 1, 2021 to September 30, 2022

THIS MEMORANDUM OF AGREEMENT (hereinafter referred to as the "Agreement") is made by and between the Prosecuting Attorneys' Council of the State of Georgia (hereinafter referred to as "PACGA"), an agency of the Judicial Branch of the State of Georgia, legally empowered to contract pursuant to O.C.G.A. §§ 15-18-40, et. seq., the Walker County Board of Commissioners (hereinafter referred to as the "County"), a political subdivision of this State and the (District Attorney) (Solicitor-General) for the Lookout Mountain (Judicial Circuit) (County) (hereinafter referred to as the "Prosecuting Attorney").

1. Between PACGA and the County, this Agreement shall constitute an intergovernmental agreement within the meaning of subsection (a) of Paragraph I of Section III of Article IX of the Georgia Constitution which authorizes intergovernmental agreements and contracts "for any period not exceeding 50 years with each other . . . for the provision of services" provided that such agreements and contracts "must deal with activities, [or] services which the contracting parties are authorized by law to undertake or provide."
2. Period of Agreement: This agreement shall be effective on October 1, 2021 and shall continue in effect for a period of one (1) year, unless terminated earlier under other provisions of this Agreement.
3. Purpose of this Memorandum of Agreement.
 - (a) The parties acknowledge and agree that PACGA has received a subgrant from the Georgia Criminal Justice Coordinating Council (CJCC) under the Federal Victims of Crime Act Assistance Grant Program (hereinafter referred to as "VOCA"). The VOCA Grant Program supports direct services to crime victims, i.e. persons who have suffered physical, sexual, financial, or emotional harm as a result of the commission of a crime. The Office for Victims of Crime (OVC) of the Bureau of Justice Assistance

(BJA), U.S. Department of Justice (USDOJ) awards annual formula grants, which in turn are subgranted to local organizations for states to ensure crime victims' rights are upheld and play a meaningful role in the criminal justice process. In Georgia, that organization is CJCC, an agency of the Executive Branch of state government. O.C.G.A. § 35-6A-1, et. seq.

- (b) Effective October 1, 2013, PACGA has been awarded a VOCA subgrant by CJCC to serve as the centralized subgrant recipient on behalf of all prosecuting attorneys in the state. PACGA, in turn, is required to enter into an MOA with participating Counties and the Prosecuting Attorneys for those counties or judicial circuits.
- (c) The CFDA number for this grant program is 16.575.
- (d) Participating Counties and Prosecuting Attorneys are required to fulfill all programmatic and financial reporting requirements by submission through PACGA. PACGA has responsibility for consolidating individual reporting into a single report and submitting to CJCC. Unless specifically referenced in the Agreement or this document, all terms, conditions and policies of CJCC related to performance and reporting remain in full force and effect.

4. PACGA, County and Prosecuting Attorney Contact Information:

- (a) Exhibit "A" contains the name of the point of contact, mailing address, e-mail address(es) and telephone number(s) for all correspondence, reports and other matters relative to this Agreement for PACGA, the County and the Prosecuting Attorney.
- (b) Change of contact information:

The parties agree if there is a change in the point of contact, the mailing address(es), telephone number(s), and e-mail address(es), PACGA will be notified in writing. The County and Prosecuting Attorney will notify PACGA by submitting a Subgrant Adjustment Request (SAR).

5. Scope of Project:

- (a) The purpose of this Agreement shall be to facilitate efficient allocation of VOCA funding for victims' services by the Prosecuting Attorney within the County.
- (b) The Prosecuting Attorney will make mandated victims' services available throughout the Prosecuting Attorney's territorial jurisdiction. At a minimum, the Prosecuting Attorney and the County agree that the Prosecuting Attorney will provide those services specified in PACGA Policy 11.2 (see Exhibit "B")
- (c) The Prosecuting Attorney will expand provision of services into areas where victims are un-served and/or underserved by utilizing PACGA resources to:

- (1) Facilitate statewide data collection regarding the type and number of services provided by VOCA advocates;
 - (2) Identify areas where victims are un-served and/or underserved and redirect VOCA funds accordingly.
 - (d) Early Notification Services: For offices that accepted funding in addition to continuation funding for the Federal Fiscal Year 2015-2016, the Prosecuting Attorney agrees to work to develop protocols with law enforcement or courts conducting first appearance hearings within the jurisdiction that will help to identify victims and provide services to victims at or before the defendant's first appearance hearing.
 - (e) Post-Adjudication Services: For offices that accept funding in addition to continuation funding for the Federal Fiscal Year 2016-2017 to provide post-adjudication services, the Prosecuting Attorney agrees to provide services to victims during the post-adjudication phase of the criminal justice process and capture VSSR data related to this service provision.
 - (f) Victims Comp Services: For offices that accept funding in addition to continuation funding for the Federal Fiscal Year 2017-2018 to provide a victims compensation advocate, the Prosecuting Attorney agrees to hire an additional advocate and designate an advocate as the Victims Compensation point-of-contact for the Circuit.
 - (g) PACGA shall, upon the terms and conditions contained herein, allocate to County, and the County hereby accepts, an amount not to exceed the amount designated in the allocation letter to be used solely for the purposes of providing victims services as defined by the approved budget (see 10a).
6. Budget Limitation: The approved budget total (see 10a) may not be exceeded without the written approval of PACGA. The County is responsible for any expenditure that exceeds the approved budget. Any such expenditure may be credited toward meeting the matching fund requirements of the Grant (see 7a) provided those expenditures are included in the approved budget.
7. Matching Funds Requirement:
- (a) The VOCA Federal Grant Program that is the source of the funds used to support this Agreement requires grant recipients to provide matching funds as set forth below. The County agrees to provide such matching funds and to account for the expenditure of such matching funds to PACGA.
 - (b) The matching funds requirement for this MOA is 20% of the total approved Base funding budget.
 - (c) Match waivers may be granted by CJCC upon request of the Prosecuting Attorneys' office or based on an administrative decision by CJCC.

- (d) The Prosecuting Attorney's office may choose to meet a portion or all of the required match in the form of volunteer hours valued at \$15 per hour. There is no minimum volunteer hour requirement.

8. Use of Volunteers:

- (a) The Prosecuting Attorney's office must utilize volunteers unless a written waiver request is approved by both CJCC and the Federal Government. Volunteer hours are not required to be included in the budget.

9. Programmatic Reporting Requirements:

During the course of a grant period, the County and the Prosecuting Attorney are required to submit periodic programmatic and financial reports to PACGA. These reports include, but are not limited to:

- (a) Quarterly and Bi-annual Activity Reports - Victim Services Statistical Reports (VSSR); and

The Victim Services Statistical Report (VSSR) programmatic reporting deadlines are as follows:

Quarter 1	October 1 – December 31, 2021	Due: January 15, 2022
Quarter 2	January 1 – March 31, 2022	Due: April 15, 2022
Quarter 3	April 1 – June 30, 2022	Due: July 15, 2022
Quarter 4	July 1 – September 30, 2022	Due: October 15, 2022

- (b) Outcome Performance Measurement Surveys (Annual).

- (1) The Outcome Performance Measurement Survey (OPM) programmatic reporting deadlines are as follows:

Annually	Oct. 1, 2021 -Sept. 30, 2022	Due: October 30, 2022

- (2) NOTE: OPM Survey reports are to be submitted directly to CJCC following the instructions as provided at the following website:
<http://cjcc.georgia.gov/outcome-performance-tools-1>.

10. Financial Reporting Requirements:

- (a) The County will submit budget worksheet(s) to PACGA no later than October 1, 2021. Separate budget worksheets are required for Base funding and Victims Comp

Advocate funding. A personnel action form and job description for each position funded by the subgrant must be submitted with the budget.

- (b) The County will submit to PACGA a Subgrant Expenditure Report (SER) form within 15 days of the end of each quarter requesting reimbursement for expenses incurred during the grant period. Separate SER forms are required for Base funding and Victims Comp Advocate funding. Deadlines are as follows:

Quarter 1	October 1 – December 31, 2021	Due: January 15, 2022
Quarter 2	January 1 – March 31, 2022	Due: April 15, 2022
Quarter 3	April 1 – June 30, 2022	Due: July 15, 2022
Quarter 4	July 1 – September 30, 2022	Due: October 15, 2022

- (c) Counties and Prosecuting Attorneys must document volunteer in-kind match hours and submit the documentation with their request for reimbursement as well as the time record reporting form. A volunteer contract for each volunteer must be submitted.
- (d) Counties must submit a Subgrant Adjustment Request (SAR) to notify PACGA of the need to change any of the following:
- (1) The point of contact information;
 - (2) Request to modify budget within currently approved categories;
 - (3) Request for a no-cost extension;
 - (4) Personnel changes (changes in salary/benefits, new hires/terminations, changes in percentage of time spent by such personnel on the grant, etc.).
- (e) All program staff, both paid and volunteers, must keep time sheets documenting total time worked, time worked on grant activities, and the percentage of total time spent on grant activities. Time worked on grant activities must be further broken down into CJCC approved categories.
11. Payment Schedule: PACGA shall pay the County on a reimbursement basis. These funds will be reimbursed by PACGA upon receipt of proper documentation from the County, subject to approval by CJCC. Proper documentation includes copies of all invoices, sales receipts and/or cancelled checks for the items approved. Payment shall be issued to the county in the form of check or Automatic Clearing House (ACH) payment.
12. Accountability: The County agrees to expend said funds granted herein solely in conformance to this Agreement and the Special Conditions set forth by CJCC and in PACGA Policy 11.2 and to account for said funds in accordance with generally accepted accounting principles. An initialed copy of the Special Conditions must be returned to PACGA.
13. Audit: County will allow, obtain and cooperate with any audit or investigation of grant administration requested or undertaken by PACGA, CJCC or the State Auditor. Upon request,

the County agrees to provide PACGA with any information, documents and/or photographs PACGA deems necessary to monitor performance of this Agreement. The County further agrees these funds shall be included in the audit or financial statement of the County until all expenditures have been accounted for. A copy of the audit or financial statement will be returned with the contract. Federal grant dollars will be reported separate from other funds.

14. Records Retention: The County agrees to maintain proper and accurate books, records and accounts reflecting its administration of Agreement funds and compliance with all applicable laws and the Retention Schedules adopted by the State of Georgia pursuant to O.C.G.A. § 50-18-90 et seq. Such documentation shall be retained for at least three years from the close of said project at the Federal level and shall be made available to PACGA upon request. Personnel records for grant-funded positions must be retained as provided by the state retention schedule for Personnel records.
15. Liability to Others: The County shall hold PACGA, their officials and employees harmless from any and all claims including, without limitations, damage claims for injury to persons and/or property arising from the Grant.
16. Conflicts of Interest: The undersigned certify they will in all respects comply with state laws pertaining to conflicts of interest and to all laws related to PACGA officials and employees conducting business with PACGA.
17. Termination:
 - (a) Suspension or termination of this Agreement may occur if the County materially fails to comply with the terms of this Agreement. The Agreement may also be terminated:
 - (1) Due to non-availability of funds. Notwithstanding any other provision of this Agreement, in the event that either of the sources of payment for services under this contract (appropriations from the governing authority of contracting County, appropriations from the General Assembly of the State of Georgia, a Federal agency or the Congress of the United States of America) no longer exist or in the event the sum of all obligations of PACGA incurred under this and all other contracts entered into for this VOCA Grant Program exceeds the balance of such contract sources, then this Agreement shall immediately terminate without further obligation of PACGA as of that moment. Certification by the Executive Director of PACGA of the occurrence of either of the events stated above shall be conclusive.
 - (2) Due to default or for cause. This agreement may be terminated for cause, in whole or in part, at any time by PACGA for failure of the County to perform any of the provisions hereof. Should PACGA exercise its right to terminate this agreement under the provisions of this paragraph, the termination shall be accomplished in writing and specify the reason and termination date. The County will be required to submit the final agreement not later than 45 days after the effective date of written notice of termination. Upon termination of this agreement, the County shall not incur any new obligations after the

effective date of the termination and shall cancel as many outstanding obligations as possible. The above remedies are in addition to any other remedies provided by law or the terms of this agreement.

- (3) For Convenience. This Agreement may be canceled or terminated by either of the parties without cause. This Agreement may be terminated by the County for any reason upon 60 days prior written notice to PACGA. This Agreement may be terminated by PACGA for any reason upon 30 days prior written notice to the County and the Prosecuting Attorney.
- (b) Notwithstanding any other provision of this section, this Agreement may be immediately terminated without any opportunity to cure if any of the following events occurs:
 - (1) County violates or fails to comply with any applicable provision of federal or state law or regulation.
 - (2) County knowingly provides fraudulent, misleading or misrepresentative information to PACGA.
 - (3) County has exhibited an inability to meet its financial or services obligations under this agreement.
 - (4) An assignment is made by the County for the benefit of creditors.
 - (5) A proceeding for the appointment of a receiver, custodian, trustee, or similar agent is initiated with respect to the County.
- (c) Any funds allocated to the County under this Agreement, which remain unobligated or unspent upon such termination, shall automatically revert to PACGA.

18. Victims of Crime Act - Funding Conditions:

- (a) County and the Prosecuting Attorney agree to comply with PACGA Policy 11.2 - Victims of Crimes Act - Funding Conditions.
- (b) County and the Prosecuting Attorney shall be subject to all applicable rules, regulations and conditions of the Victims of Crime Act.
- (c) The County and Prosecuting Attorney agree to comply with the most recent copy of CJCC's subgrantee manual available at:
<https://cjcc.georgia.gov/grant-forms-publications/educational-tools-resources>
- (d) The County and Prosecuting Attorney agree to comply with all Special Conditions set forth by CJCC and PACGA.

- (e) The County and Prosecuting Attorney agree to comply with the most recent edition of the OJP Financial Guide available at: <https://ojp.gov/financialguide/index.htm>
- (f) The County and Prosecuting Attorney hereby assure and certify that it:
 - (1) Complies with and will continue to comply with all Federal statutes, regulations, policies, guidelines and requirements, including 2 C.F.R., Part 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards; 2 C.F.R. Part 180 – Government-wide Debarment and Suspension (Non-procurement); 28 C.F.R. Part 83 – Government-wide Requirements for a Drug-Free Workplace (Grants); 28 C.F.R. Part 69 – Restrictions on lobbying that govern the application, acceptance and use of Federal funds for this federally assisted project;
 - (2) Will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act if applicable;
 - (3) Will comply with all applicable provisions of Title I 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; Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and the Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.
- 19. Entire Agreement: This Agreement constitutes the entire agreement among and between parties. There are no representations, oral or otherwise, other than those expressly set forth herein. No amendment or modification of this Agreement shall be binding unless all parties have agreed to said modification in writing.
- 20. Penalties for Violations: Violation of any of the terms and conditions of this grant can result in penalties including but not limited to: withholding of disbursements or future awards, suspension/termination of awards, suspension/debarment, repayment of reimbursed federal funds, civil lawsuit, or criminal prosecution.
- 21. IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above,

PROSECUTING ATTORNEY EXECUTION:



Signature

11/30/21

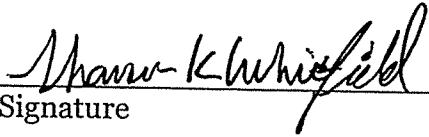
Date signed by Prosecuting Attorney

Chris A. Arnt

Printed Name

The Honorable
District Attorney, Lookout Mountain Judicial Circuit
Solicitor-General, _____ County

COUNTY EXECUTION:



Signature

12-09-2021

Date signed by County

Shannon K. Whitfield

Printed Name

Chairman, Walker County Board of Commissioners

Title

Official for Walker County

PACGA EXECUTION:

Signature

Date signed by Council

Peter J. Skandalakis
Executive Director
Prosecuting Attorneys' Council of Georgia
1590 Adamson Parkway, Fourth Floor
Morrow, Georgia 30260-1755

**ASSOCIATION COUNTY COMMISSIONERS OF GEORGIA
DEFINED BENEFIT PLAN
FOR WALKER COUNTY EMPLOYEES**

PLAN AMENDMENT #1

This Plan Amendment is made and entered into by Walker County (the "Employer").

WITNESSETH:

WHEREAS, the Employer is, contemporaneously herewith, adopting the Association County Commissioners of Georgia Defined Benefit Plan for Walker County Employees (the "Plan") through an Adoption Agreement that will be effective as of January 1, 2022;

WHEREAS, the Plan is an amendment and restatement of the Pension Plan for Employees of the Walker County Commissioner (the "Prior Plan"), which was originally effective as of January 1, 1973, and was most recently amended and restated as of January 1, 2013;

WHEREAS, Section 16.02(b) of the Plan allows the Employer to adopt this Amendment in order to amend the Plan with respect to one or more classes of Employees, subject to the consent of Association County Commissioners Defined Benefit Plan Board of Trustees (the "DB Board"), and certain other conditions; and

WHEREAS, the Employer desires to amend the Plan so as to preserve certain provisions of the Prior Plan.

NOW, THEREFORE, the Plan as effective as of January 1, 2022, is hereby amended as follows:

--.

Plan Section 1.03, the definition of Actuarial Equivalence or Actuarial Equivalent, shall be restated in its entirety to preserve the mortality table prescribed by the Prior Plan, as follows:

1.01 Actuarial Equivalence or Actuarial Equivalent

"Actuarial Equivalence" or "Actuarial Equivalent" means a benefit of equivalent value to the normal form of benefit (as defined in Article X of the Plan) whether in the form of an annuity, a lump sum or otherwise, based on the following:

- (a) The 1984 Unisex Mortality Table;
- (b) an interest rate of seven percent (7%); and
- (c) for purposes of determining amounts transferred to another qualified retirement plan other than for transfers to another Employer that has adopted the ACCG Defined Benefit Program and has agreed to accept such transfers pursuant to its Adoption Agreement or other than for transfers to another qualified retirement plan sponsored by the Employer, an interest rate of eight percent (8%).

Amendment Effective Date:

January 1, 2022

Affected Employees:

All Employees

--.

Plan Section 1.07, the definition of Average Monthly Compensation, shall be restated in its entirety to read as follows:

“Average Monthly Compensation” means one-twelfth of the average of the Participant’s Compensation over the five (5) Plan Years (whether or not consecutive) out of the Participant’s last ten (10) Plan Years preceding the termination of employment during which his or her Compensation was the greatest or over the lesser number of such Plan Years that he or she actually completed, provided, however, that if the amount of Compensation in the Plan Year in which the Participant terminates Employment is greater than the amount of Compensation for the first Plan Year that would be used in determining the average hereunder, then the former amount instead of the amount in said first year shall be used in determining such Participant’s Average Monthly Compensation. Notwithstanding the foregoing, each Participant’s Average Compensation shall be frozen at December 31, 2012. Compensation earned after that date shall be disregarded in determining Average Monthly Compensation.”

Amendment Effective Date:

January 1, 2022

Affected Employees:

All Employees

--.

Plan Section 1.13, the definition of Credited Service, shall be amended by adding the following at the end thereof:

"Credited Service for periods prior to January 1, 2022, shall be determined under the relevant terms of the Prior Plan."

Amendment Effective Date:

January 1, 2022

Affected Employees:

All Employees

--.

Plan Section 1.28, Hours of Service Method, shall be amended by adding the following at the end thereof:

"For purposes of applying the Hours of Service Method to calculate Vesting Service and Credited Service, the computation period shall be the Plan Year, and 1,000 Hours of Service shall equal a year of Vesting or Credited Service, as applicable. Partial years of Vesting Service or Credited Service shall be disregarded."

Amendment Effective Date:

January 1, 2022

Affected Employees:

All Employees

--.

Plan Section 1.61, the definition of Vesting Service, shall be amended by adding the following at the end thereof:

"Vesting Service for periods prior to January 1, 2022, shall be determined under the relevant terms of the Prior Plan."

Amendment Effective Date: January 1, 2022
Affected Employees: All Employees

--.

Plan Section 5.03, Amount of Normal or Late Retirement Pension, shall be amended by adding the following at the end thereof:

"For certain Participants who terminated employment prior to January 1, 2022, under the provisions of the Prior Plan, Credited Service was capped at thirty-five (35) years. In the event that a Participant subject to such cap is rehired on after January 1, 2022, and again becomes a Participant in the Plan, the terms of the Prior Plan regarding the calculation of Credited Service ("Benefit Service" under the terminology of the Prior Plan) shall apply to the application of the cap, notwithstanding the terms of this Plan that are in effect on and after its Effective Date."

Amendment Effective Date: January 1, 2022
Affected Employees: All Employees

--.

Plan Section 6.03, Amount of Early Retirement Pension, shall be amended by adding the following new paragraph at the end thereof:

"Notwithstanding the preceding three paragraphs, the Early Retirement Pension shall be calculated and paid in accordance with the entry under "Other reduction factor or schedule" in Section 6.03 of the Adoption Agreement, i.e., solely in a single lump sum as soon as administratively feasible following the Participant's Early Retirement Date. A Participant who has a Termination of Employment when he or she is eligible for an Early Retirement Pension but does not elect the Early Retirement Pension may commence his or her benefit only as of his or her Normal Retirement Date."

Amendment Effective Date: January 1, 2022
Affected Employees: All Employees

--.

Plan Section 8.04(d), Involuntary Lump Sum Payment of Deferred Vested Pension, shall be amended by restating the first paragraph thereof to read as follows:

"Notwithstanding the provisions of paragraphs (a), (b) and (c), a lump sum payment shall be made for a Deferred Vested Pension to all Participants, as soon as is administratively feasible following the Participant's Termination of Employment, without the Participant's consent, regardless of the value of the Actuarial Equivalent of the Participant's Nonforfeitable Accrued Benefit."

Amendment Effective Date: January 1, 2022

--.

Plan Section 9.01, Pre-Retirement Death Benefit, shall be restated in its entirety to read as follows:

9.01 Pre-Retirement Death Benefit.

If a Participant dies while an Employee of the Employer, and has a designated Beneficiary, his Beneficiary shall receive the applicable death benefit specified below:

(d) Lump Sum Payable to the Beneficiary of an Unmarried Participant

- (i) The Beneficiary of a Participant who dies while an Employee of the Employer, and while unmarried, shall receive a benefit payable in a lump sum equal to the greatest of:

- A. the Actuarial Equivalent of the deferred Vested Benefit commencing on the Participant's Normal Retirement Age;
- B. \$10,000; or
- C. sixty (60) times the estimated monthly amount of the Participant's Normal Retirement Pension. For the purposes of this paragraph C, the "estimated monthly amount of the Participant's Normal Retirement Pension" shall be based on the Average Monthly Compensation as of the date of the Participant's death and the Credited Service projected to the Participant's Normal Retirement Date (or date of death if later) assuming continuous employment with the Employer until such Date.

For the purposes of Paragraph C above, the calculation of the Average Monthly Compensation shall be as of the last day of the Plan year immediately preceding the Participant's date of death.

- (ii) No benefit shall be payable under this paragraph (a) unless the Trustees have been issued an insurance policy or certificate on behalf of such Participant or unless the Trustees have approved the payments of these benefits without the Plan being insured or reinsured.

(e) Annuity Benefit Available to the Surviving Spouse of a Married Participant

The Surviving Spouse of a Participant who dies while an Employee of the Employer, and while married, shall receive a benefit payable monthly equal to the greater of:

- (i) the Actuarially Equivalent benefit for the life of the Spouse that can be provided by the lump sum amount described in 9.01(a) above; or
- (ii) fifty percent (50%) of the Participant's Nonforfeitable Accrued Benefit as of the date of the Participant's death, payable over the Beneficiary's life or over a period no greater than the Beneficiary's life expectancy.

An annuity benefit payable to a Surviving Spouse shall commence as of the earliest date that the Participant could have commence benefits if the Participant had survived and terminated employment as of the date of his death. However, the Surviving Spouse may elect to have the annuity benefit commence at some earlier or later date (but not later than what would have been the Participant's Normal Retirement Date), in an amount equal to the Actuarial Equivalent of the benefit payable hereunder.

Further, the Surviving Spouse may elect to have the benefit described above payable in an Actuarially Equivalent lump sum in lieu of the lifetime annuity benefit, provided that the election is made prior to the date that the annuity benefit would otherwise commence.

Any benefits payable to a minor child shall be paid to the legal guardian of such child until the child reaches age 18 at which time the benefit ceases.

If a Participant dies while an Employee of the Employer and the death benefit is payable to the Participant's estate, the benefit due will be paid in one lump sum.

If the computation of Participant's Pension benefit exceeds the Maximum Permissible Dollar Limitation, as defined in Section 12.11 of the Plan at the time of the Participant's death, the designated Beneficiary shall be entitled to receive a benefit up to 100% of the Participant's Accrued Benefit as of the date of his death (as limited by Code Section 415), paid over the Beneficiary's life or over a period no greater than the Beneficiary's life expectancy.

Notwithstanding anything in this Section to the contrary, death benefits may not be paid in excess of the amount that would be considered incidental as defined by the Internal Revenue Service.

Amendment Effective Date:
Affected Employees:

January 1, 2022
All Employees

--.

Plan Section 9.03, Disability Death Benefit, shall be restated to read as follows:

9.03 **Disability Death Benefit.**

If a Participant dies while receiving a Disability Pension and on or after his attainment of age sixty (60), the Disability Pension shall continue to be paid to the Participant's Beneficiary until the earlier of the first day of the first month following the date the Participant would have reached age seventy (70) or the first day of the one hundred twentieth (120th) month following the Participant's death. Payments shall continue for the remainder of such period in the monthly amount payable to the Participant prior to his death, but the Beneficiary may elect to have such benefit payable in an Actuarially Equivalent lump sum in lieu of the period certain annuity, provided that such election is made in such manner and time prescribed by the Plan Administrator for making such election.

Amendment Effective Date:
Affected Employees:

January 1, 2022
All Employees

--.

A new Section 10.05A, In-Service Distributions After Age 62, shall be added to the Plan to read as follows:

"10.05A In-Service Distributions After Age 62.

Notwithstanding any provisions of the Plan to the contrary, a Participant may elect to receive an in-service distribution of his vested retirement benefit under the Plan in accordance with the provisions of this Section 10.05A if, as of the date of the Participant's election, the Participant (i) has attained at least age 62, and (ii) is actively employed by the Employer. Any election made under this Section shall be made in a time and manner by the Administrator. If a Participant elects an Early Annuity Starting Date (as defined in (b) below) under this Section, the Participant may not elect another such Early Annuity Starting Date that is less than five years after the previous Early Annuity Starting Date.

,A Participant who elects to receive an in-service distribution of his retirement benefit under this Section shall commence receiving his retirement benefit beginning as of such date as the Participant may specify in his election (the "Early Annuity Starting Date") which shall be no earlier than the first day of the calendar month after the date the Third Party Administrator receives the Participant's written application to have his benefit commence in accordance with the Section. The Participant's in-service retirement benefit shall be paid in the form of a single lump sum that is the Actuarial Equivalent of the Participant's vested Accrued Benefit determined as of the Early Annuity Starting Date (the "Early Accrued Benefit") adjusted as follows. If the Participant has reached his Early Retirement Date, the Early Accrued Benefit shall not be reduced for early commencement. If the Participant has not reached his Early Retirement Date, the Early Accrued Benefit shall be reduced as described in Section 8.04 as if the Participant had ceased employment on the day immediately preceding the Early Annuity Starting Date. The Participant's Early Annuity Starting Date shall be his Annuity Starting Date with respect to the Early Accrued Benefit and the election to commence benefits under this Section while employed shall be irrevocable on and after such Early Annuity Starting Date.

Upon later termination of a Participant who received an in-service distribution under this Section, the Participant's Normal or Late Retirement Benefit shall be recalculated pursuant to Section 5.02, based on the formula then in effect, his Average Monthly Compensation at the time of his separation, and his Credited Service before and after his Early Annuity Starting Date, reduced by the Early Accrued Benefit. The Participant shall then be entitled to make a benefit election pursuant to Section 10.01 and Article V with respect to this recalculated Normal or Late Retirement Benefit (after the Early Accrued Benefit offset).

Upon the Participant's death after his Early Annuity Starting Date, the death benefit, if any, payable to the Participant's Beneficiary shall be determined under the terms of the Plan as if the Participant's Accrued Benefit consisted of only the Participant's Accrued Benefit reduced by his Early Accrued Benefit.

Notwithstanding anything in this Section to the contrary, if a Participant retires, dies or otherwise terminates his employment with the Employer prior to the effective date of his election to receive an in-service retirement benefit, he shall receive his retirement benefit in accordance with all the provisions of the Plan other than this Section."

Amendment Effective Date:
Affected Employees:

January 1, 2022
All Employees

WALKER COUNTY, GEORGIA

By: _____

Title: _____

Date: _____

ACCEPTANCE (on behalf of the DB board)

By: _____

Title: _____

Date: _____

The undersigned, **Walker County, Georgia** ("Employer"), by executing this Adoption Agreement, elects to become a participating Employer in the Association County Commissioners of Georgia Defined Benefit Plan (the "Plan") and the Association County Commissioner of Georgia Defined Benefit Plan Master Trust Agreement (the "Trust") sponsored by the Association County Commissioners of Georgia ("ACCG") and hereby adopts the accompanying Plan and Trust documents in full as if the Employer were a signatory to those agreements. The Employer makes the following elections granted under the provisions of the Plan.

[X] New Plan

[--] Amendment and Restatement of Previously Adopted Plan

Any capitalized terms used in this Adoption Agreement but not defined herein shall be given the meaning set forth in the Plan and Trust.

For purposes of determining amounts transferred to another qualified pension plan:

-- A rate of **eight percent (8.0%)**

-- A rate based on the following index:

For all other purposes

[X] A rate of **seven percent (7.0%)**

-- A rate based on the following index:

[--] Number of consecutive months to use in the calculation: See Plan Amendment #1

[--] Maximum number of most recent consecutive months to consider for the calculation:
 () (not less than number above)

The term "Code" means the Internal Revenue Code of 1986, as amended.

1

1.12 **COMPENSATION.**

- ☐--
- The total amount of all payments, direct or indirect, made by the Employer to an Employee for services rendered to the Employer, for a calendar year which ends within a Plan Year, as defined in Code Section 3401(a) for purposes of tax withholding at the source (as reported to the Employee on Form W-2 for such year). Compensation shall include before-tax or salary deferral contributions made to this Plan or any other plan of the Employer, under a Code Section 132(f)(4) qualified transportation plan or under Code Sections 125, 402(g)(3), 457 or 414(h), on behalf of a Participant for such Plan Year.
- ☒X
- Other (specify): **Compensation earned after December 31, 2012, shall be disregarded for all purposes under this Plan. Compensation for periods before January 1, 2013, shall be determined under the relevant terms of the Prior Plan.**

1.13 **CREDITED SERVICE.**

Method of Measurement

- ☒X
- Hours of Service Method
- ☐--
- Elapsed Time Method

<u>Adjustments to Credited Service</u>	<u>Include</u>	<u>Exclude</u>
Maximum years of Credited Service	☐ --	☐ --
Maximum Years:		
Unused sick leave	☐ --	☒ X
Unused annual leave	☐ --	☒ X
Eligibility Service	☒ X	☐ --
Service when no Participant contributions were made (for contributory plans only)	☐ --	☐ --

1.15 **DISABILITY OR DISABLED.**

- ☒X
- A disability of a Participant within the meaning of Code Section 72(m)(7), to the extent that the Participant is, or would be, entitled to disability retirement benefits under the federal Social Security Act.
- ☐--
- A disability of a Participant within the meaning of Code Section 72(m)(7), to the extent that the Participant is, or would be entitled to recover benefits under any long term disability plan or policy maintained by the Employer.

1.20 **EFFECTIVE DATE.**

- ☐--
- For the establishment of a new qualified Plan of the Employer with an Effective Date of _____ ("Original Effective Date").
- ☒X
- For an amendment and restatement in its entirety of a previously established qualified Plan of the Employer which had a previous effective date of **January 1, 1973** ("Original Effective Date"). Except as specifically provided in the Plan, the Effective Date of this amendment and restatement is **December 1, 2021**

[--] Elapsed Time Method

I.23 EMPLOYEE.

<u>Employees, other than Elected Officials</u>		Include	Exclude
	All Employees	[X]	[--]
	Full-time Employees only	[--]	[--]
[--]	Working for the Employer at least _____ () Hours of Service per week for Compensation		
[--]	Other Definition:		
	<u>Other Employees</u>	[--]	[--]
	Definition of Other Employee:		
 <u>Elected or Appointed Officials of the Employer</u> (With no other Publicly Funded Retirement or Pension Plan)			
	County Commissioners	[X]	[--]
	Coroner	[X]	[--]
	Magistrate	[X]	[--]
 <u>Elected or Appointed Officials of the Employer</u> (With one or more other Publicly Funded Retirement or Pension Plan)			
	Sheriff	[X]	[--]
	Tax Commissioner (hired before 7/1/2012)	[X]	[--]
	Clerk of Superior Court	[X]	[--]
	Chief Magistrate Judge	[X]	[--]
	Probate Court Judge	[X]	[--]
 <u>Other Elected or Appointed Officials Eligible for Limited Plan Participation</u> (Based solely on Allowable Compensation)			
	State Court Judge	[X]	[--]
	Juvenile Court Judge	[X]	[--]
	Superior Court Judge	[X]	[--]
	Solicitor or Solicitor General	[X]	[--]
	District Attorney	[X]	[--]
	Other Elected Officials Eligible for Limited Plan Participation (specify):	[--]	[--]
 <u>Other Personnel Eligible to Participate in One or More Other Publicly-funded Retirement or Pension Plans</u>		Include	Exclude
	Employees of the Tax Commissioner (hired before 7/1/2012)	[X]	[--]
 <u>Tax Commissioner and Employees of Tax Commissioner</u> (if not participating in the Employees' Retirement System of Georgia)			
	Tax Commissioner (hired on or after 7/1/2012)	[X]	[--]
	Employees of Tax Commissioner (hired on or after 7/1/2012)	[X]	[--]

Other Personnel Receiving Supplemental Compensation from Employer

Extension Agents	[X]	[--]
Other (specify):	[--]	[--]

Excluded Employees

- [--]

No other excluded employees
- [X]

Excluded employees (specify): (1) Juvenile court judges who elected to waive participation in the Prior Plan during the period January 1, 2011, through March 31, 2011, or before the later of the date that he or she (1) completed one (1) Year of Credited Service or (2) became a juvenile court judge. (2) Participants who opted out of participation in the Plan pursuant to opt-out windows that were offered to now-former Participants who were projected to reach age 62 on or before July 7, 2014, or June 15, 2016, as described in the Second and Fourth Amendments to the Prior Plan. Refer also to Section 1.46, Plan Entry Date, regarding the freezing of participation in the Plan.

(i) (ii)

I.26 EMPLOYER.

The term “Employer” means Walker County, Georgia.

I.44 PLAN.

The name of the Plan as adopted by the Employer is the Association County Commissioners of Georgia Defined Benefit Plan for Walker County Employees.

I.46 PLAN ENTRY DATE.

- [--]

January 1st
- [--]

Employee’s Employment Commencement Date
(the first day of the first pay period)
- [--]

The first day of the month
- [--]

The first day of the calendar year quarter
- [X]

Other (specify): Entry into the Plan was frozen for individuals who were not active employees or Participants on December 31, 2005, and no Employee hired or rehired after December 31, 2005, shall become a Participant in the Plan, except that any active Participant as of December 31, 2005, who retired and commenced an Early Retirement Pension or Normal Retirement Pension under this Plan or the Prior Plan after December 31, 2005, and subsequently again becomes an Employee, shall be eligible to reenter the Plan in accordance with its terms notwithstanding that it is frozen to new Participants.

I.61 VESTING SERVICE.

Method of Measurement

- [X]

Hours of Service Method
- [--]

Elapsed Time Method

<u>Adjustments to Vesting Service</u>	Include	Exclude
Service before the Original Effective Date of the Plan	☐	☐
Unused sick leave	☐	☒
Unused annual leave	☐	☒

ARTICLE II: EMPLOYEE PARTICIPATION

II.1 PARTICIPATION ELIGIBILITY.

Eligibility Date Determination

- ☐ Date on which the Employee completes _____ () years of Eligibility Service
- ☒ The Employee's Employment Commencement Date
- ☐ The earlier date on which the Employee completes _____ () years of Eligibility Service or attains age _____ ()
- ☒ Other date (specify): Reentry is open only to active Participants as of December 31, 2005, who retired and commenced an Early Retirement Pension or Normal Retirement Pension under this Plan or the Prior Plan after December 31, 2005, and subsequently again becomes an Employee; if such an individual is eligible to reenter the Plan in accordance with the terms of the Plan, he shall do so as of his Reemployment Commencement Date, notwithstanding that it is frozen to new Participants

ARTICLE III: EMPLOYER CONTRIBUTIONS

III.3 TIME OF PAYMENT OF CONTRIBUTION.

Contribution Remittance

- ☒ On an annual basis
The later of March 31 of the year following the Plan Year for which the contribution obligation has occurred or thirty (30) days after the Plan Administrator notifies the Employer of its required contribution.
- ☐ On a payroll basis
If such contributions during the Plan Year are insufficient to pay the required contribution as calculated by the Actuary, an additional contribution in the amount of the insufficiency shall be made in accordance with a contribution remittance made on an annual basis. If such contributions during the Plan Year are in excess of the required contribution as calculated by the Actuary, such excess contribution shall be applied to the required contribution for the following Plan Year.
- ☐ On another basis (specify):

ARTICLE IV: PARTICIPANT CONTRIBUTIONS

IV.1 PARTICIPANT PAYROLL DEDUCTION CONTRIBUTIONS (AFTER-TAX).

Contribution Requirement

- ☒Not Permitted
- ☐Mandatory by the Participant in an amount equal to _____ percent (____%) of Compensation

Contribution Remittance

- ☐On a payroll basis
- ☐On an annual basis

IV.6 EMPLOYER PICK-UP CONTRIBUTIONS (PRE-TAX).

Contribution Requirement

- ☒Not Required
- ☐Required in an amount equal to _____ percent (____%) of Compensation

Contribution Remittance

- ☐On a payroll basis
- ☐On a monthly basis

IV.7 EARNINGS ON ACCUMULATED PARTICIPANT CONTRIBUTIONS.

Interest Crediting Rate:

- ☐Fixed rate: _____ percent (____%)
- ☐Index rate (specify index name):
- ☐Other rate or method (specify method):

IV.9 REPAYMENT OF PARTICIPANT CONTRIBUTION ACCOUNT.

Minimum Repayment Amount

- ☐The minimum repayment amount shall not be less than _____ percent (____%) of the previously refunded amount including interest.
- ☐There shall be no minimum repayment amount.

In no event shall the minimum repayment amount be less than the amount necessary to restore a minimum one (1) year of Credited Service unless the total amount of Credited Service eligible to be restored is less than one (1) year.

Repayment Time Period

- ☐Repayment must be made within _____ (____) days of the subsequent Participant's Reemployment Commencement Date.
- ☐Repayment must be made anytime between the subsequent Participant's Reemployment Commencement Date and the Participant's subsequent Termination of Employment.

ARTICLE V: NORMAL AND LATE RETIREMENT PENSION

V.2 ELIGIBILITY FOR NORMAL OR LATE RETIREMENT PENSION.

- [X] The date the Participant attains sixty-five (65) years of age.
- [--] The later of the date:
 - [--] The Participant attains _____ () years of age
 - [--] The Participant completes _____ () years of Vesting Service
- [--] The earlier of date determined above and the later of the date:
 - [--] The Participant attains _____ () years of age
 - [--] The Participant completes _____ () years of Vesting Service
- [--] Other date (specify) (no later than age 65):

V.3 AMOUNT OF NORMAL OR LATE RETIREMENT PENSION.

A Participant’s Normal or Late Retirement Pension shall be calculated using the following Pension Benefit Formula(s):

- [--] Single tiered Formula
_____ percent (____ %) of a Participant's annualized Average Monthly Compensation multiplied by years of Credited Service
- [X] Multi tiered Formula
One and one-tenth percent (1.1%) of a Participant's Average Monthly Compensation up to and including **all Average Monthly Compensation** multiplied by years of Credited Service, plus
Sixty-five hundredths of one percent (.65%) of a Participant's Average Monthly Compensation above **one-twelfth of \$10,000, i.e., 833.33**, multiplied by years of Credited Service
- [--] Fixed Dollar Amount
A fixed dollar amount of \$ _____ multiplied by years of Credited Service.
- [--] Percentage of annualized Average Monthly Compensation
_____ percent (____ %) of annualized Average Monthly Compensation multiplied by the ratio of years of Credited Service to the total of: (1) the years of Credited Service plus (2) the years remaining until the Participant’s Normal Retirement Date. The multiplier shall not be less than zero (0) nor greater than one (1).

All formulas specified in this Section shall be added together to determine the Normal or Late Pension benefit.

V.4 COMPUTATION AND PAYMENT OF NORMAL OR LATE RETIREMENT PENSION.

Involuntary Lump Sum Payment

- [--] Required
- [X] Not Required

ARTICLE VI: EARLY RETIREMENT PENSION

VI.1 OFFERING OF EARLY RETIREMENT PENSION.

- ☐ The Plan offers an Unreduced Early Retirement Pension
- ☒ The Plan offers a Reduced Early Retirement Pension
- ☐ The Plan does not offer an Early Retirement Pension

VI.2 ELIGIBILITY FOR EARLY RETIREMENT PENSION.

For Unreduced Early Retirement Pension

- ☐ The later of the date:
- ☐ The Participant attains _____ (____) years of age
- ☐ The Participant completes _____ (____) years of Vesting Service
- ☐ The Participant’s age, combined with the Participant’s years of Vesting Service, equals or exceeds the numerical value of _____ (____)
- ☐ The earlier of date determined immediately above and the later of the date:
- ☐ The Participant attains _____ (____) years of age
- ☐ The Participant completes _____ (____) years of Vesting Service
- ☐ The Participant’s age, combined with the Participant’s years of Vesting Service, equals or exceeds the numerical value of ____ (____)

For Reduced Early Retirement Pension

- ☒ The later of the date:
- ☒ The Participant attains **sixty (60)** years of age
- ☒ The Participant completes **twenty (20)** years of Vesting Service
- ☐ The Participant’s age, combined with the Participant’s years of Vesting Service, equals or exceeds the numerical value of _____ (____)
- ☒ The earlier of date determined immediately above and the later of the date:
- ☒ The Participant attains **fifty-five (55)** years of age
- ☒ The Participant completes **twenty-five (25)** years of Vesting Service
- ☐ The Participant’s age, combined with the Participant’s years of Vesting Service, equals or exceeds the numerical value of _____ (____)

VI.3 AMOUNT OF EARLY RETIREMENT PENSION.

Pension Benefit Reduction/Reduced Early Retirement Pension

If the Plan offers a Reduced Early Retirement Pension, the Pension Benefit will be reduced for each month that the Benefit Commencement Date precedes a Participant’s Normal Retirement Date using one of the following reduction factors:

- ☐ Actuarial reduction using the Actuarial Equivalence specified in Section 1.03 of this Adoption Agreement

- ☐

Uniform monthly reduction at the monthly rate of _____ percent (_____%)
- ☒

Other reduction factor or schedule (specify): **The Early Retirement Pension is a single lump sum benefit payable as of the Participant’s Early Retirement Date that is the Actuarial Equivalent of the Participant’s Accrued Benefit expressed as a single life annuity commencing on the Participant’s Early Retirement Date without reduction for early commencement. If the Participant who retires on or after his Early Retirement Date but before his Normal Retirement Age does not elect the Early Retirement Pension, i.e., the immediate lump sum, the benefit shall commence at his or her Normal Retirement Date.**

VI.4 COMPUTATION AND PAYMENT OF EARLY RETIREMENT PENSION.

Voluntary Lump Sum Payment

- ☒

Permitted
- ☐

Not Permitted

ARTICLE VII: DISABILITY PENSION

VII.1 OFFERING OF DISABILITY PENSION.

- ☐

The Plan does not offer a Disability Pension
- ☒

The Plan offers a Disability Pension

VII.2 ELIGIBILITY FOR DISABILITY PENSION.

The later of the date:

- ☒

The Participant attains **no minimum age (n/a)** years of age
- ☒

The Participant completes **one (1)** year of Vesting Service

Eligibility shall be determined as of the date the Participant becomes Disabled as specified in Section 1.15 of this Adoption Agreement.

VII.3 AMOUNT OF DISABILITY PENSION.

- ☒

One hundred percent (100%) of his Normal Retirement Pension adjusted to reflect the Participant’s Average Monthly Compensation and Credited Service as of the date of Disability.
- ☐

_____ percent (____%) of his annualized Average Monthly Compensation at the time of Disability.

VII.4 COMPUTATION AND PAYMENT OF DISABILITY PENSION.

Benefit Commencement Date shall be the later of:

- ☒

The first day of the month coinciding with or next following the later of: (1) the date of the first payment associated with the program, plan, or policy elected by the Employer in Section 1.15 of this Adoption Agreement, or (2) the Participant’s Termination of Employment Date on or after his Disability Date.
- ☒

The date the Participant attains **no minimum age (n/a)** years of age on or after his Disability Date.

ARTICLE VIII: DEFERRED VESTED PENSION

VIII.4 COMPUTATION AND PAYMENT OF DEFERRED VESTED PENSION.

Voluntary Lump Sum Payment

- [X] Permitted
- [--] Not Permitted

Involuntary Lump Sum Payment

- [X] Required
- [--] Not Required

VIII.5 VESTING SCHEDULE.

The Employer elects the following vesting schedule:

- | | | |
|------|--|--------------------------------------|
| [--] | Immediately upon Plan Entry Date | 100% Vested in
Accrued Benefits |
| [--] | Full Years of Vesting Service With
the Employer | Percent Vested in
Accrued Benefit |
| | Less than ____ () years | 0% |
| | ____ () years or more | 100% |
| [X] | Full Years of Vesting Service With
the Employer | Percent Vested in
Accrued Benefit |
| | Less than 3 years | 0% |
| | 3 years | 20% |
| | 4 years | 40% |
| | 5 years | 60% |
| | 6 years | 80% |
| | 7 years | 100 |

ARTICLE IX: DEATH BENEFITS

IX.1 PRE-RETIREMENT DEATH BENEFIT.

Offering of Pre-Retirement Death Benefit

- ☐ Not Offered
- ☒ Offered (Refer to the Plan Amendment for Benefit Type and Amount)

Benefit Type and Amount

- ☐ Lump Sum Benefit
- ☐ The amount of the death benefit shall be equal to _____ percent (____%) of the Participant’s annualized Average Monthly Compensation as of the end of the Plan Year immediately preceding the date of the Participant’s death.
- ☐ The amount of the death benefit shall be equal to a multiple of _____ (____) of the estimated monthly amount of the Participant’s Normal Retirement Pension.
 - Maximum Lump Sum Benefit*
 - ☐ Subject to a maximum amount of _____ dollars (\$____)
 - ☐ Not subject to any maximum dollar amount
- ☐ Annuity Benefit
- The amount of the death benefit, payable monthly to the beneficiary or beneficiaries, shall be equal to _____ percent (____%) of the Participant’s Nonforfeitable Accrued Benefit as of the date of the Participant’s death.
 - Permitted Beneficiaries for Annuity Benefit
 - ☐ Spouse Only
 - ☐ Spouse and Minor Children Only
 - ☐ No Limitation

IX.2 POST-RETIREMENT DEATH BENEFIT.

Offering of Post-Retirement Death Benefit

- ☒ Not Offered
- ☐ Offered

Benefit Type and Amount

- ☐ Lump Sum Benefit
- The amount of the death benefit shall be equal to a multiple of _____ (____) of the Participant’s monthly Pension benefit as of the Participant’s Benefit Commencement Date subject to the maximum amount specified in Section 9.02 of the Plan.

IX.3 DISABILITY DEATH BENEFIT.

Offering of Disability Death Benefit

- ☐ Not Offered
- ☒ Offered (Refer to Plan Amendment #1 for the Benefit Type and Amount)

Benefit Type and Amount

- ☐

Lump Sum Benefit
The amount of the death benefit shall be equal to a multiple of _____ () of the Participant’s monthly Pension benefit as of the Participant’s Benefit Commencement Date subject to the maximum amount specified in Section 9.03 of the Plan.

IX.4 DEFERRED VESTED DEATH BENEFIT.

Offering of Deferred Vested Death Benefit

- ☒

Not Offered
- ☐

Offered

Benefit Type and Amount

- ☐

Lump Sum Benefit
The amount of the death benefit shall be equal to a multiple of _____ () of the Participant’s monthly Pension benefit as of the Participant’s Benefit Commencement Date subject to the maximum amount specified in Section 9.04 of the Plan.

ARTICLE X: PAYMENT OF ACCRUED BENEFIT – NORMAL & OPTIONAL FORMS OF DISTRIBUTION

X.1 NORMAL FORM OF DISTRIBUTION.

- ☒

Straight life annuity continuing for the life of the Participant
- ☐

Straight life annuity continuing for the life of the Participant and continuing for the life of the Participant’s Beneficiary equal to a percentage of the Participant’s Pension benefit as of the Participant’s date of death:
- ☐

100%
- ☐

75%
- ☐

66 2/3%
- ☐

50%
- ☐

Straight life annuity guaranteed for ten (10) years

X.2 OPTIONAL FORMS OF DISTRIBUTION.

The Participant may select an optional form of distribution that will be actuarially adjusted from the Normal Form of Distribution.

- ☐

Straight Life Annuity
Payable for the Participant’s life only.
- ☒

10 Years Certain and Life
Payable for the life of the Participant, guaranteed for at least ten (10) years.
- ☒

Full Contingent (100% Joint and Survivor)

Payable for the life of the Participant, and the same monthly amount payable for the life of the Beneficiary following the death of the Participant.

- [X]

Three-quarters Contingent (75% Joint and Survivor)

Payable for the life of the Participant and three-quarters the monthly amount payable for the life of the Beneficiary following the death of the Participant.
- [--]

Two-thirds Contingent (66 2/3% Joint and Survivor)

Payable for the life of the Participant, and two-thirds the monthly amount payable for the life of the Beneficiary following the death of the Participant.
- [X]

One-half Contingent (50% Joint and Survivor)

Payable for the life of the Participant, and one-half the monthly amount payable for the life of the Beneficiary following the death of the Participant.
- [--]

Pop Up Contingent

If the Participant selects either a Full Contingent, Three-quarters Contingent, Two-thirds Contingent or One-half Contingent option form of distribution as provided in this Section above, and the Beneficiary predeceases the Participant, the Participant's monthly benefit will be increased to his Accrued Benefit under the Normal Form of Distribution (including any adjustments after his Benefit Commencement Date) for the remainder of his lifetime.
- [--]

Lump Sum Distribution

Payable in a lump sum if, at the time of the distribution, the Participant's Nonforfeitable Accrued Benefit is less than or equal to ten thousand (\$10,000) dollars
- [X]

Other (specify): Certain and Life with a 5- or 15-year guarantee period; lump sum without regard to the value of the Accrued Benefit; level income annuity (a single life annuity, in the case of an unmarried Participant, or a 100% JSA in the case of a married participant), payable from the Participant's Early Retirement Date to age sixty-two (62) and actuarially adjusted so that, when combined with Participant's Social Security retirement benefit, the Participant will have a level income to the extent possible.

X.3 COST OF LIVING ADJUSTMENT.

Offering of Cost of Living Adjustment ("COLA")

- [X]

Not Offered
- [--]

Offered at the discretion of the Employer
- [--]

Offered
- [--]

Fixed rate in the annualized amount of _____ percent (_____%), and shall be applied every _____ (_____%) Year(s), or
- [--]

Adjustable rate in an amount equal to the annual change in the Consumer Price Index ("CPI COLA").

Maximum and Minimum Limits on CPI COLA

- [--]

No Maximum and Minimum Limits
- [--]

Limits

Maximum Limit of _____ percent (_____%) annually
Minimum Limit of _____ percent (_____%) annually

Eligible Participants

If the Plan offers a COLA, such COLA shall apply to Retired Participants and other Pension benefit recipients as specified below:

- | | |
|-------|---|
| [--] | Participants receiving a Disability Pension |
| [--] | Participants receiving a Deferred Vested Pension |
| [--] | Beneficiaries receiving a joint and survivor annuity under the Plan |

X.4 COMMENCEMENT OF BENEFITS/PAYMENT SCHEDULES.

Delay in Commencement of Pension Benefit Payments

- [X] No delay
- [-] Delay until the earlier of: (not to exceed five (5) years)
- _____ () years from the Original Effective Date of the Plan
- The Participant attains _____ () years of age

X.5 CONTINUED EMPLOYMENT AFTER NORMAL RETIREMENT AGE.

A Participant, continuing as an Employee (as defined in Section 1.23 of this Adoption Agreement), after Normal Retirement Age:

- ☐ May elect to receive his Accrued Benefit
- ☒ Shall not receive his Accrued Benefit (but see Section 10.05A in Plan Amendment #1)

X.6 REPAYMENT OF PENSION LUMP SUM PAYMENT.

Restoration of Credited Service/Time Limit

- ☐ Repayment in full must be made within ____ () years of the Participant's subsequent Reemployment Commencement Date.
- ☒ Repayment must be made anytime between the Participant's subsequent Reemployment Commencement Date and the Participant's subsequent Termination of Employment.

X.7 REEMPLOYMENT OF RETIRED PARTICIPANT.

After Reemployment Commencement Date as an Employee (as defined in Section 1.23 of this Adoption Agreement), the Participant:

- | | |
|------------|--|
| [X] | May elect to continue or cease receiving his Accrued Benefit |
| [-] | Shall cease receiving his Accrued Benefit |

**ARTICLE XI: MISCELLANEOUS PROVISIONS
AFFECTING
THE CREDITING OF SERVICE**

XI.2 SERVICE UPON REEMPLOYMENT.

- [X]** Credited Service shall be restored regardless of Breaks in Service

[--] Credited Service shall be restored if the Participant has occurred less than _____ (_____) consecutive Breaks in Service (must be equal to or greater than five (5))

XI.3 PRIOR SERVICE CREDITS WITH OTHER ADOPTING EMPLOYERS.

- [--] The Employer will accept prior Service credit transfers.
- [X] The Employer will not accept prior Service credit transfers.

XI.5 PAST CREDITED SERVICE.

Inclusion of Past Credited Service

- [--] Service prior to the Original Effective Date of the Plan (“Past Credited Service”) shall not be included as Credited Service under the Plan
- [--] Service prior to the Original Effective Date of the Plan, subject to the funding as specified in this section below, shall be included as Credited Service subject to the following limits:
- [--] No limit on Past Credited Service
- [--] A maximum _____ percent (%) of such Past Credited Service
- [--] A maximum _____ (____) years of such Past Credited Service
- [--] Excluding such Past Credited Service (specify):

Participant Purchase of Past Credited Service

- [--] Participant is not required to purchase Past Credited Service
- [--] Participant is required to purchase Past Credited Service using one of the following methods:
- [--] _____ percent (____%) of the Actuarial Equivalence of the Past Credited Service to be purchased.
- [--] Other method or formula (specify):

Participant Payment Time Period for Purchase of Past Credited Service

- [--] Participant payment must be made in whole within _____ (____) days of notification of the payment amount by the Employer.
- [--] Participant may elect to make the required payment in accordance with the schedule specified above or in periodic annual payments for a period not to exceed _____ (____) years (maximum five (5) years).

If the Participant elects to make periodic payments, the payment will be increased to include interest at a rate of five percent (5%) compounded annually. Interest shall begin on the first day of the month following the month of notification of the payment amount by the Employer shall end on the last day of the month preceding the final payment.
- [--] Other time period (specify):

XI.7 QUALIFIED MILITARY SERVICE.

	<u>Yes</u>	<u>No</u>
<u>Return to Employment</u>		

Mandatory Employee Contributions required to receive Credited Service	☐	☐
<u>Death During Military Service</u>		
Credited Service for period of Military Service granted to Participants who die during Qualified Credited Military Service:	☐	☒
<u>Disability During Military Service</u>		
Credited Service for period of Military Service granted to Participants who become Disabled during Qualified Credited Military Service	☐	☒
<u>Vesting Upon Disability</u>		
Service for vesting purposes is granted to a Participant who becomes Disabled during Qualified Military Service. (Must select if granting Credited Service for Disabled Participants)	☐	☒
<u>Differential Wage Payments</u>		
Differential Wage Payments treated as Compensation during Qualified Military Service	☐	☒

**ARTICLE XII: MISCELLANEOUS PROVISIONS
AFFECTING THE PAYMENT OF BENEFITS**

XII.6 FORFEITURE OF BENEFITS.

- ☒ [X]
- Apply forfeiture of benefits provisions for Participants convicted of certain crimes
- ☐ [--]
- Do not apply forfeiture of benefits provisions for Participants convicted of certain crimes

**ARTICLE XIV: PARTICIPANT ADMINISTRATIVE
PROVISIONS**

XIV.2 NO BENEFICIARY DESIGNATION.

- ☒ [X]
- If the Participant has not designated a Beneficiary, or all Beneficiaries have predeceased the Participant, benefits should be paid according to the order specified in Section 14.02 of the Plan.
- ☐ [--]
- Other order of Beneficiaries:

The Employer hereby agrees to the provisions of this Adoption Agreement, Plan and Trust, and in witness of its agreement, the Employer by its duly authorized officers has executed this Adoption Agreement, on the date specified below.

WALKER COUNTY, GEORGIA

By: _____

Title: _____

Date: _____

Walker County Departmental Statistics - November 2021



Department		Monthly Totals										YTD Totals		Yearly Totals		Yearly Totals		Yearly Totals	
		October		November		2021		2020		2019		2018		2017		2016		2016	
		Dogs	Cats	Dogs	Cats	Dogs	Cats	Dogs	Cats	Dogs	Cats	Dogs	Cats	Dogs	Cats	Dogs	Cats	Dogs	Cats
Animal Shelter																			
Intake		115	44	97	20	1,214	632	1,093	516	1,094	295	1,176	25	1,628	979	1,301	1,004		
Outake (Adopted, Rescued, Returned)		126	32	79	20	1,172	598	1,091	474	1,099	279	1,012	47	1,134	444	817	195		
Adopted		7	14	5	14	27	81	33	65	208	152	138	34	217	147	304	94		
Rescued		97	13	60	6	920	478	919	397	766	119	749	13	686	295	513	101		
Returned to Owner		21	2	12	0	213	18	119	6	112	3	125	0	231	2	n/a	n/a		
Euthanized		1	3	2	0	16	23	20	6	31	7	56	2	336	396	436	630		
Codes Enforcement		October			November			2020		2019		2018		2017		2016			
In Compliance		1,285			754		18,417	6,672		9,309		5,124		4,745		no data			
Violations		19			14		384	343		435		857		1,469		221			
Closed Cases		8			5		151	161		58		339		480		no data			
Elections		October			November			2020		2019		2018		2017		2016			
Registered Voters		24			178		42,943	43,719		40,281		38,202		35,842		34,206			
Fire Department		October			November			2020		2019		2018		2017		2016			
Calls for Service		224			287		3,645	3,478		6,091		5,670		4,441		3,492			
Units Handling Calls for Service		422			452		6,272	5,705		8,815		6,359		4,742		no data			
Smoke Alarms Installed		44			27		354	322		781		228		21		no data			
Litter		October			November			2020		2019		2018		2017		2016			
Roadside Trash Pounds		13,320			7,360		130,800	143,800		143,330		122,912		123,020		no data			
Mountain Cove Farms		October			November			2020		2019		2018		2017		2016			
Total Nights Booked		122			131		845	840		1,102		908		525		162			
Planning		October			November			2020		2019		2018		2017		2016			
Single Family New Home Construction		9			17		140	150		128		124		135		123			
Public Relations		October			November			2020		2019		2018		2017		2016			
Media Impressions (stories)		39			13		405	460		451		509		603		no data			
Facebook Followers Added		91			49		1,147	2,768		1,880		2,182		4,615		no data			
Facebook Posts		39			29		487	888		602		487		594		no data			
WalkerCountyGA.gov visitor views		45,567			40,830		526,604	668,051		357,989		316,285		399,087		173,745			
Newsletter Subscribers Added		44			45		1,348	1,104		971		925		1,184		no data			
Public Works		October			November			2020		2019		2018		2017		2016			
Patching/Potholes		491			92		4,071	5,785		6,148		4,798		no data		no data			
Walker Transit		October			November			2020		2019		2018		2017		2016			
Total Trips		1,849			1,851		16,552	17,436		26,535		21,551		24,938		no data			

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

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

1.

The Walker County Board of Commissioners met in an open and duly advertised meeting on December 9, 2021.

2.

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

3.

In my capacity as Commission Chairperson, I presided over the executive session. The executive session was called to order at 7:45 p.m. The following Commissioners were present: Blakemore, Ackew, Stultz, and Hart

Also in attendance: County Attorney Gottlieb

4.

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

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

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

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

____ Other (describe exemption to the open meeting law) _____
_____ as provided in O.C.G.A. _____.

SpwX No other matters were discussed during the executive session.

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

This 9th day of December, 2021.

Shannon K. Whitfield
Print Name: Shannon K. Whitfield
Print Title: Commission Chairman

Sworn to and subscribed before me this
9th day of December, 2021.

[Signature]
Notary Public

My commission expires: _____

