



**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 October 28, 2021 at 7:00 P.M.

***THE AGENDA WAS AMENDED AT THE MEETING ON OCTOBER 28, 2021. RESOLUTION R-051-21 TO AUTHORIZE THE CHAIRPERSON TO EXECUTE ANY AND ALL DOCUMENTS PERTAINING TO THE ARPA CORONAVIRUS STATE FISCAL RECOVERY FUND WAS ADDED TO THE AGENDA***

**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**  
Request from Clay Tracy for a Conditional Use Variance for Property Located at 1949 Round Pond Road, LaFayette, GA 30728. Tax Map & Parcel Number 0-482-018A
- **Close Public Hearing**
- **Approve Minutes**  
Approval of the Minutes for the Public Hearing and Regular Scheduled Meeting Held October 14, 2021 at 7:00PM
- **Public Comment**
- **Unfinished Business**  
Ordinance O-02-21 Amending Certain Sections of Chapter 22 of the Code of Walker County, Georgia Regarding Land Development; To Provide for an Effective Date; To Repeal Any and All Conflicting Ordinances and Parts of Ordinances; To Provide for Severability; And to Provide for Other Purposes
- **New Business**  
Resolution R-045-21 Authorizing the Chair to Execute a Purchase Agreement With Peach State Truck Centers in the Amount of One-Million Three-Hundred Forty Nine Thousand Two-Hundred Fifty Six Dollars and 00/100 Cents (\$1,349,256.00) For the Purchase of Three Class "A" Pumpers to be Paid From the 2020 SPLOST Fund

Resolution R-046-21 Authorizing the Chair to Execute a Purchase Agreement With Ten-8 Fire and Safety Equipment in the Amount of Seven-Hundred Eighty Eight Thousand Eight Hundred Ninety Eight Dollars and 00/100 Cents

(\$788,898.00) For the Purchase of Three Quick Response Vehicles to be Paid From the 2020 SPLOST Fund

Resolution R-047-21 for the Widow of Former Walker County Sheriff's Office Sergeant Donald "Donny" Phillips to Retain His Service Weapon

Resolution R-048-21 to Authorize the Chairperson to Execute Any and All Documents Necessary to Facilitate the Purchase of Certain Property Adjacent to the Marsh House; To Authorize the Chief Financial Officer to Amend the Budget Where Necessary to Reflect an Appropriate Revenue Source and Expense Relating Thereto

Resolution R-049-21 to Appoint a Member to the Lookout Mountain Community Services Board

Resolution R-050-21 to Allocate American Recovery Act Funds

Proclamation - Veterans Day 2021

Intergovernmental Agreement with the City of LaFayette concerning a 911 Communications Tower

Purchase Order 2022-00000087. A request by the Walker County Board of Elections to spend \$29,997.00 on extended warranties for voting machines from Dominion Voting Systems. (Funding from 2022 Fiscal Budget)

Purchase Order 2022-00000130. A request by the Walker County Public Works Department to spend \$88,816.00 for an F750 dump truck from Lee Smith, Inc. (Funding from 2022 Fiscal Budget)

Professional Services Agreement with Retail Strategies, LLC to Provide Consulting and Related Services related to the Retail Market in Walker County

Request from Clay Tracy for a Conditional Use Variance for Property Located at 1949 Round Pond Road, LaFayette, GA 30728. Tax Map & Parcel Number 0-482-018A

- **Commissioner Comments**

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

*Resolution R-051-21 to Authorize the Chairperson to Execute Any and All Documents Pertaining to the ARPA Coronavirus State Fiscal Recovery Fund*

- **Executive Session**

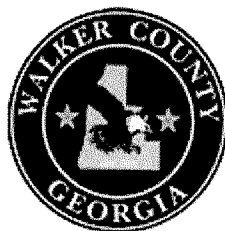
- **Adjourn**

**\*Reminder - there is no Board of Commissioners meeting on November 11 or November 25 due to County holidays. The Board of Commissioners will hold a Regular Meeting on November 18 at 7:00 p.m. at 201 S. Main Street in LaFayette.**



Chairman Shannon Whitfield has requested this item be added as an amendment to the October 28, 2021 agenda.

The foregoing request to amend the Agenda received a motion for passage from Commissioner Whitfield, second by Commissioner Aske, and upon the question the vote is 3 ayes, 0 nays to amend the Agenda.



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

**Minutes of the Regular Scheduled Meeting**  
**October 28, 2021**

**I. Call to Order:**

Chairman Whitfield called to order the Public Hearings and Regular Scheduled Commissioner's Meeting held at Annex III, 201 S. Main Street, LaFayette, Georgia at 7:00 PM on October 28, 2021.

**II. Attendees:**

The following were present: Chairman Shannon Whitfield, Commissioner Robert Blakemore, Commissioner Mark Askew, Commissioner Brian Hart, Public Relations Director Joe Legge, Economic Development Director Robert Wardlaw, Legal and Policy Director David Gottlieb, Planning and Zoning Director David Brown, Code Enforcement Mandated Officer Gene Whitworth, Sheriff Steve Wilson, Fire Chief Blake Hodge, Director of Elections Danielle Montgomery, Elections Commission Chair Jim Buckner, Board Clerk Whitney Summey and County Clerk Rebecca Wooden. Other guests signed in at the meeting as well. Please see the attached sign in sheet.

**III. Approval of Agenda:**

Chairman Whitfield made a motion to amend the agenda by adding Resolution R-051-21 to authorize the chairperson to execute any and all documents pertaining to the ARPA Coronavirus State Fiscal Recovery Fund. Commissioner Askew seconded the motion, 3 ayes and 0 nays, motion was approved.

**IV. Public Hearing:**

Chairman Whitfield stated this is a public hearing for the request from Clay Tracy for a conditional use variance for property located at 1949 Round Pond Road, LaFayette, GA 30728. Clay Tracy stated he is wanting to turn the mobile home park into a short term rental for tiny homes and RVs. He said the park will incorporate Walker Rocks and have over a mile of mountain bike trails and a beach area for things like kayaking. Commissioner Hart asked how many of each type of spot would the park have. Mr. Tracy stated there will be ten of each and there are already twenty hookups on site and this would just change them from long term to short term rentals. Stanley Jackson stated he and his brother own the property adjacent from this property. He expressed many concerns about partying, noise, dogs, thieves, and motorcycles. He asked if there would be on site security. He stated his brother will live at their property in the future. Commissioner Askew clarified that no one currently lives at the Jackson property. Addison Fields came forward and stated he owns property near this one. He said he believes this will be a great use for the property versus the past uses and conditions. Clay Tracy stated he has been an avid camper and people come to relax, he said he has never had any of the issues Mr. Jackson expressed in his many camping trips. Chairman Whitfield asked if anyone else would like to speak. Hearing none and no further discussion from the Board, the public hearing was then closed.

**V. Approval of Minutes:**

Commissioner Hart made a motion to approve the minutes for the Regular Scheduled Meeting held October 14, 2021 at 7:00 PM, seconded by Commissioner Blakemore, ayes and 0 nays, motion was approved.

## VI. Public Comment:

Karen Bradley stated the public comment section of the meeting would be better at the end instead of the beginning of the meeting. She expressed concerns about the Board voting differently than the Planning Commission and why it was in place if the Board was not going to follow their recommendations. Ms. Bradley also expressed concerns about the water situation and how the McLemore project was mentioned in an article published by the Chattanooga.

Janice Williams expressed concerns about the Animal Shelter not working with local rescues. She gave information on a recent event in Rossville with the Shelter and a local rescue. She stated everyone needs to work together to help all of the animals and citizens in the county.

Zach Chapman asked about some specific wording in the water and sewer project information that was given out. Chairman Whitfield stated they would discuss the project later in the meeting.

Stanley Jackson stated he wanted to clarify that he lives one thousand feet to the west of the property requesting a conditional use variance.

## VII. Unfinished Business:

Chairman Whitfield explained Ordinance O-02-21 was voted on at the previous meeting and the amendments were updated. He said this is the complete finished ordinance for the Board to vote on. Commissioner Blakemore made a motion to approve, seconded by Commissioner Askew, 3 ayes and 0 nays, motion carried.

## VIII. New Business:

- I. Chairman Whitfield read Resolution R-045-21 to authorize the Chair to execute a purchase agreement with Peach State Truck Centers for the purchase of three Class "A" Pumpers. Fire Chief Blake Hodge stated he would be discussing this resolution R-045-21 and resolution R-046-21. Blake Hodge stated an Apparatus Committee was formed for this project and they have done exceptional work to help come up with this proposal. He said the average lifespan of the class "A" pumpers is eighteen years and all of the ones in the fleet are over twenty one years old. He said the original plan was to request two but since there is a 365 day turn around for the vehicles they would be ready at the beginning of the third year of SPLOST funds. He stated that once the vehicles were picked up, the old vehicles would be surplus. Commissioner Askew made a motion to approve, seconded by Commissioner Blakemore, 3 ayes and 0 nays, motion carried.
- II. Chairman Whitfield read Resolution R-046-21 to authorize the Chair to execute a purchase agreement with Ten-8 Fire and Safety Equipment for the purchase of three quick response vehicles. Commissioner Blakemore made a motion to approve, seconded by Commissioner Askew, 3 ayes and 0 nays, motion carried.
- III. Chairman Whitfield read Resolution R-047-21 for the widow of former Waker County Sheriff's Office Sergeant Donald "Donny" Phillips to retain his service weapon. Commissioner Hart made a motion to approve, seconded by Commissioner Askew, 3 ayes and 0 nays, motion carried. Sheriff Steve Wilson presented the Phillips family with the resolution.
- IV. Chairman Whitfield read Resolution R-048-21 to authorize the Chairperson to execute any and all documents necessary to facilitate the purchase of certain property adjacent to the Marsh House and to authorize the Chief Financial Officer to amend the budget where necessary to reflect an appropriate revenue source and expense relating thereto. He said Evelle Dana volunteered much of her time to the Marsh House and she wished for the property to be a part of Marsh House. Commissioner Hart made a motion to approve, seconded by Commissioner Blakemore, 3 ayes and 0 nays, motion carried.
- V. Chairman Whitfield read Resolution R-049-21 to appoint a member to the Lookout Mountain Community Services Board. Chairman Whitfield made a motion to appoint Eddie Upshaw, seconded by Commissioner Hart, 3 ayes and 0 nays, motion carried.
- VI. Chairman Whitfield read Resolution R-050-21 to allocate American Recovery Act Funds. Chairman Whitfield gave a detailed explanation of each of the projections the funds would be used for and how they would help each area. Commissioner Hart asked if the seven projects listed were in order of providence and if no grant money was obtained

would the funds be used to work down the list. Commissioner Askew asked if there would still be twenty five million for the projects if the grant was not obtained. Chairman Whitfield stated there would be twenty five million if the grant was not obtained and the funds would be used to work straight down the list. Commissioner Hart made a motion to approve, seconded by Commissioner Askew, 3 ayes and 0 nays, motion carried.

VII. Chairman Whitfield read Proclamation Veterans Day 2021. He stated Commissioner Hart would read and present the LaFayette Woman's Club with the proclamation at the event at LaFayette High School on Veterans Day.

VIII. Chairman Whitfield stated Legal and Policy Director David Gottlieb had been working with the City's attorney on the Intergovernmental Agreement with the City of LaFayette concerning a 911 communications tower. David Gottlieb stated he had provided the Commissioner's with a copy of an email that had a few revisions for the document. He recommended the Board grant the Chairman the authority to execute the document after the revisions have been made. Commissioner Blakemore made a motion to approve, seconded by Commissioner Askew, 3 ayes and 0 nays, motion carried.

IX. Chairman Whitfield read Purchase Order 2022-00000087 for extended warranties for voting machines from Dominion Voting Systems. Director of Elections Danielle Montgomery stated the state currently maintains the machines but the county has to pick up responsibility beginning January 1, 2022. She stated this was a unanimous vote of their Board since it is the most cost effective option and it was in the current budget. Elections Commission Chair Jim Buckner stated the state mandates what machines can be used but they do not require the warranties. He said there is a high risk without the warranties and this is the most cost effective option. Commissioner Hart made a motion to approve, seconded by Commissioner Blakemore, 3 ayes and 0 nays, motion carried.

X. Chairman Whitfield read Purchase Order 2022-00000130 for a Ford F750 dump truck from Lee Smith, Inc. He said this vehicle is in stock and ready to be picked up. He said it would take a few days to install equipment and then it would be ready to use. Commissioner Blakemore made a motion to approve with the purchase of the extended warranty, seconded by Commissioner Askew, 3 ayes and 0 nays, motion carried.

XI. Chairman Whitfield stated the Professional Services Agreement with Retail Strategies, LLC has been looked over by the County Attorney. He said a few months ago the Board had approved a grant application for ten thousand dollars for this project. He said the grant was approved and this project will be completely paid for by the grant. He said it is a collaboration with the Cities to hopefully generate more retail businesses throughout all of Walker County. Commissioner Hart made a motion to approve, seconded by Commissioner Blakemore, 3 ayes and 0 nays, motion carried.

XII. Chairman Whitfield stated this was a request from Clay Tracy for a conditional use variance for property located at 1949 Round Pond Road, LaFayette, GA 30728. Planning Commission Chair Michael Haney stated this passed with only one opposing vote. He said he believes this will be a great opportunity for the county. Commissioner Blakemore made a motion to approve with the Planning Commissions recommendations of a fourteen day limit, seconded by Commissioner Askew, 3 ayes and 0 nays, motion carried.

IX. Commissioner Comments:

Commissioner Blakemore said he appreciated everyone for coming out and being involved and he enjoys their feedback so feel free to reach out to him. He thanked the representatives from the Fire Department for all of their hard work.

Commissioner Askew stated today was national first responders day and thanked all of the first responders in the County. He gave information about the Chickamauga truck or treat and movie in the streets event. He thanked everyone for their participation.

Commissioner Hart encouraged everyone to come out to the Veterans Day event at LaFayette High School. He said there has been a lot of money spent tonight and he wanted everyone to know the entire Board puts in a lot of time and research to make sure the right decisions are made for the County. He addressed Ms. Bradley's concerns and stated there is a study being conducted to give information and projections about the impact of the McLemore project that should be done within about ten days.

Chairman Whitfield said the Remembrance event will be outside and allow social distancing. He gave information on the Gateway at Rossville Town Hall Meeting on September 13, 2021. He thanked Ms. Williams and State Representative Mike Cameron for their work with the animals in the County.

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

Chairman Whitfield read Resolution R-051-21 to authorize the Chairperson to execute any and all documents pertaining to the ARPA Coronavirus State Fiscal Recovery Fund. He stated this is funds from the State to grant all first responders \$1,000 and all volunteer firefighters \$300. Commissioner Blakemore made a motion to approve, seconded by Commissioner Hart, 3 ayes and 0 nays, motion carried.

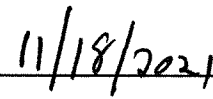
XI. *Executive Session:*

Chairman Whitfield made a motion to go into executive session for personnel and real estate matters, seconded by Commissioner Askew, 3 ayes and 0 nays, Executive Session began at 9:14 PM. Chairman Whitfield called the meeting back to order at 10:19 PM and stated there was no action to be taken from the Executive Session.

Adjournment:

Commissioner Hart made a motion to adjourn the meeting, Commissioner Blakemore seconded the motion, motion carried and the meeting was adjourned at 10:20 PM.

  
\_\_\_\_\_  
Shannon K. Whitfield  
Chairman/CEO  
Walker County Georgia

  
\_\_\_\_\_  
Date

Minutes prepared by: Walker County Board Clerk, Whitney Summey

Sign In Sheet

Public Hearing & Regular Scheduled Commissioner's Meeting

October 28, 2021

7:00 PM

Name

Address

Bill Chavault 59 Honey Suckle Dr Rock Spr

Stanley Jackson 187 Shipp Dr. LaFayette

Randall Pittman 441 Talley Ave Rossville

Belinda Phillips 99 Orchard Grass Ln Chick

BILL BROWNE 111 TWELVE OAKS DR ROCK SPRING

PAUL HODGE WFR

Zoe Chapman

Christy Tracy 1/2 Clay 405 Old Dalton Hwy

Kenn Rousley

JIM BUCKNER

1520 OLD CHATEAU RD Flintstone

Addison Fick

355 Old Dalton Hwy LaFayette

Steve Wilson

WCSO

BURT & JEANNIE CAGLE

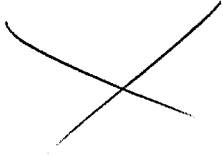
WCSO

Sign In Sheet

Public Hearing & Regular Scheduled Commissioner's Meeting

September 23, 2021

7:00 PM



Name

Address

Matt Mills

OS Miller

John Wales

Walker County Public Hearing and Regular Scheduled Commissioners Meeting

Walker County Annex III

October 28, 2021

7:00 PM

| <u>Roll Call</u> | <u>10/28/2021</u> | <u>Present/Not Present</u> |
|------------------|-------------------|----------------------------|
|------------------|-------------------|----------------------------|

|                        |  |         |
|------------------------|--|---------|
| Commissioner Blakemore |  | Present |
|------------------------|--|---------|

|                    |  |         |
|--------------------|--|---------|
| Commissioner Askew |  | Present |
|--------------------|--|---------|

|                    |  |         |
|--------------------|--|---------|
| Chairman Whitfield |  | Present |
|--------------------|--|---------|

|                   |  |         |
|-------------------|--|---------|
| Commissioner Hart |  | Present |
|-------------------|--|---------|

|                     |  |        |
|---------------------|--|--------|
| Commissioner Stultz |  | Absent |
|---------------------|--|--------|

WALKER COUNTY  
PLANNING & DEVELOPMENT  
AGENDA ITEM

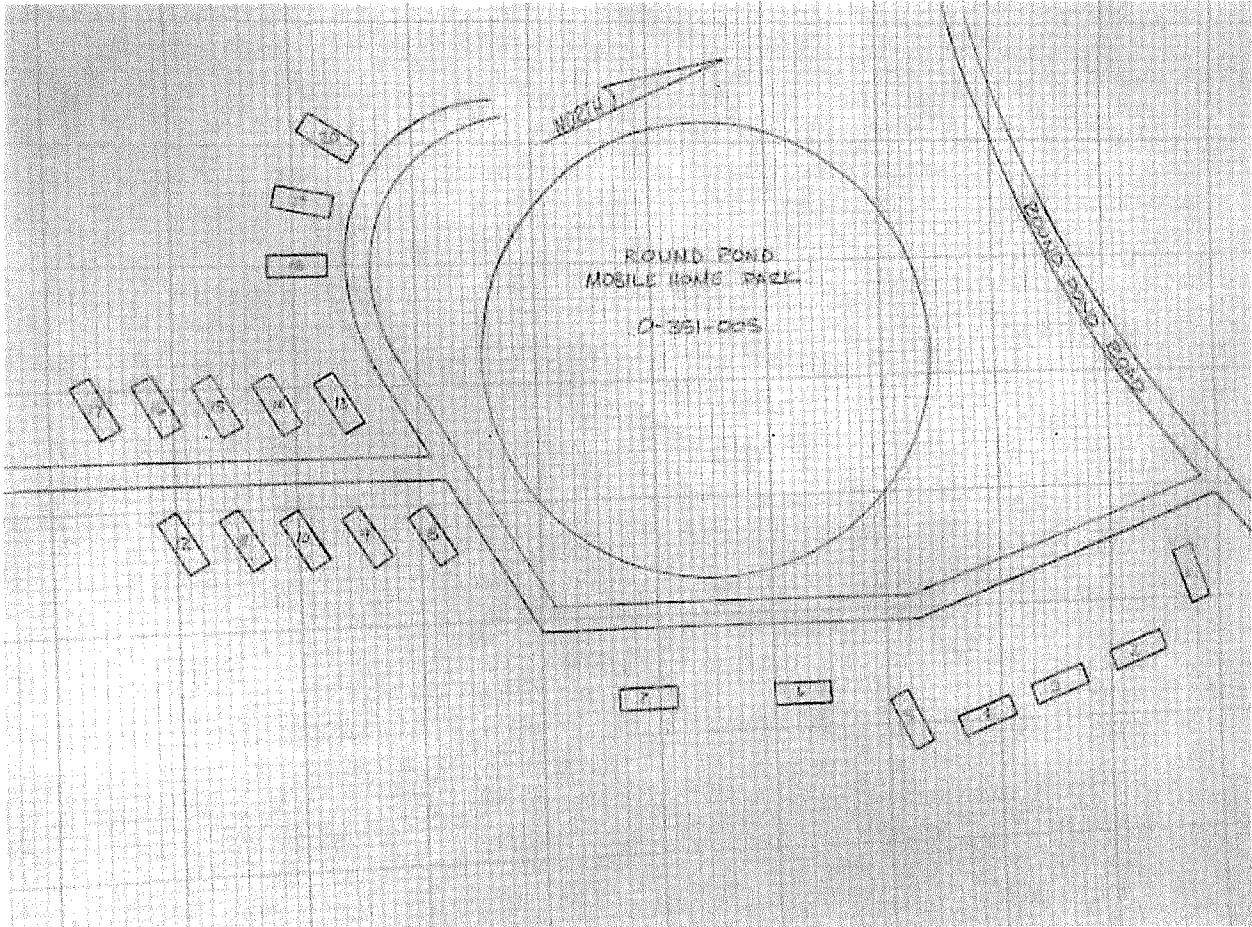
Owner: Clay Tracy  
Petitioner: same  
Location of Property: 1949 Round Pond Road  
LaFayette, GA. 30728

Tax map & parcel number 0-351-005

Date Applied: 9/2/2021  
PC Meeting Date: 10/21/2021  
Present Zoning: R-2 (Residential)

APPLICANT’S INTENT: To place tiny homes and RVs on property

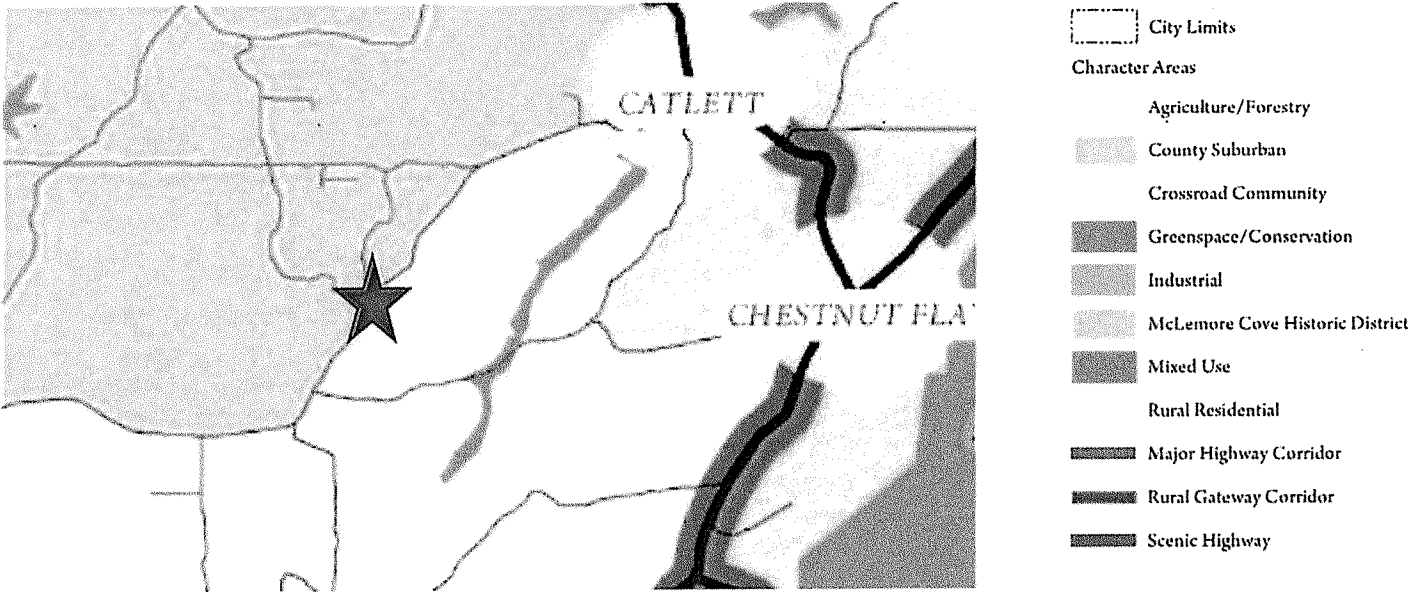
DETAILS OF REQUEST: Mr. Tracy has purchased the Round Pond Mobile Home Park. The existing park was approved for twenty mobile homes. He would like to clean up the property and place ten tiny homes for Airbnb and have ten spaces for RVs along with a pavilion with a pool and office.



Projected Area:



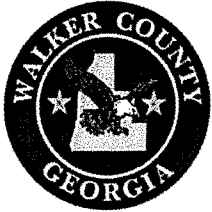
# Future Land Use Map:



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

### **CONSIDERATION OF ZONING CRITERIA**

1. **Existing land uses and zoning of nearby property:** The zoning of the nearby property is currently zoned R-2 (Residential) & A-1 (Agricultural)
2. **Suitability of the subject property for the zone purposed:** Yes.
3. **Extent to which property values of the subject property are diminished by the zoning restrictions:** None.
4. **Extent to which the destruction of property values of the subject property promotes the health, safety, morals, or general welfare of the public:** None that we know of.
5. **Relative gain to the public as compared to the hardship imposed upon the individual property owner:** The mobile home park has been run down for years; this would bring in tourism accommodations
6. **Whether the subject property has reasonable economic use as currently zoned:** Yes.
7. **Length of time the property has been vacant as zoned considered in the context of land development in the vicinity of the property:** Mr. Tracy has just purchased the property.
8. **Whether the proposed zoning will be a use that is suitable in view of the use and development of adjacent and nearby property:** It would be.
9. **Whether the proposed zoning will adversely affect the existing use or usability of adjacent or nearby property:** It would not because it is already an approved mobile home park
10. **Whether the zoning proposal is in conformity with the policies and intent of the Comprehensive Plan:** The Future Land Use Map shows rural residential.
11. **Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.** It would not and there are already existing septic systems and power on the property
12. **Whether there is other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal:** The existing mobile homes in the park are old and ran down and will be removed and the overgrowth on the property is already being cleaned up.



## 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 19<sup>TH</sup> & SEPTEMBER 16<sup>TH</sup>, 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 grew up beside this property and after doing research on the property and it's 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.

# DAR local chapter celebrates Constitution Week

From William Marsh Chapter of the Daughters of the American Revolution

Constitution Week (Sept. 17-23) is observed every year by the William Marsh Chapter of the Daughters of the American Revolution (DAR). On Sept. 9, Shannon Whitfield, chairman of the Walker County Board of Commissioners, read and signed a proclamation in observance of this year's Constitution Week.

The DAR initiated the observance in 1955 when the organization petitioned the U.S. Congress to dedicate Sept. 17-23 each year

to the commemoration of Constitution Week. Congress adopted the resolution, and on Aug. 2, 1955, President Dwight D. Eisenhower

signed it into public law No. 915. The celebration's goals are threefold: to encourage the study of the historical

events that led to the framing of the Constitution in September 1787; to inform people that the Constitution is the basis of America's

great heritage and the foundation of its way of life; and to emphasize U.S. citizens'

responsibility to protect, defend and preserve the Constitution.



DAR members Mary Beth Dykes and Rita Parker receive the proclamation from Walker County Commissioners (from left) Mark Askew, Robert Stultz, Robert Blakemore, Shannon Whitfield and Brian Hart.

## Summerville woman wins Supermarket Sweep



Lions Club members congratulate the winner of the Supermarket Sweep sponsored by the Chickamauga Lions Club and Food City. From left are Lion Jan Morris from the Trion Lions Club, who sold the winning ticket, Candi Smith, Lion Dwayne Sanders, Chickamauga Lions Club President Randy Compton and Food City store Manager Cade Allison. Smith walked away with \$558.23 in groceries and a \$100 gift card for meat during her one-minute run through the store.

**Need Credible & Affordable Health Insurance**

**Medicare / RX or Major Medical - Fall Enrollment Will Soon Be Here**

**Compare Plans or to Pick Up Agent**

**CALL JOE STANLEY**

**706-764-2927**

**1-800-735-2256**

**PUBLIC NOTICE**

**WALKER COUNTY PLANNING COMMISSION MEETING**

**Thursday, October 21st, 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**

**Preliminary Plat Approval:**

1. Gateway at Rossville LP (Marion Hutcheson Estate) requests a preliminary plat approval for property located at 2563 Happy Valley Road Rossville, GA. 30741. Tax map & parcel number 0 102 004

**Conditional Use Variance:**

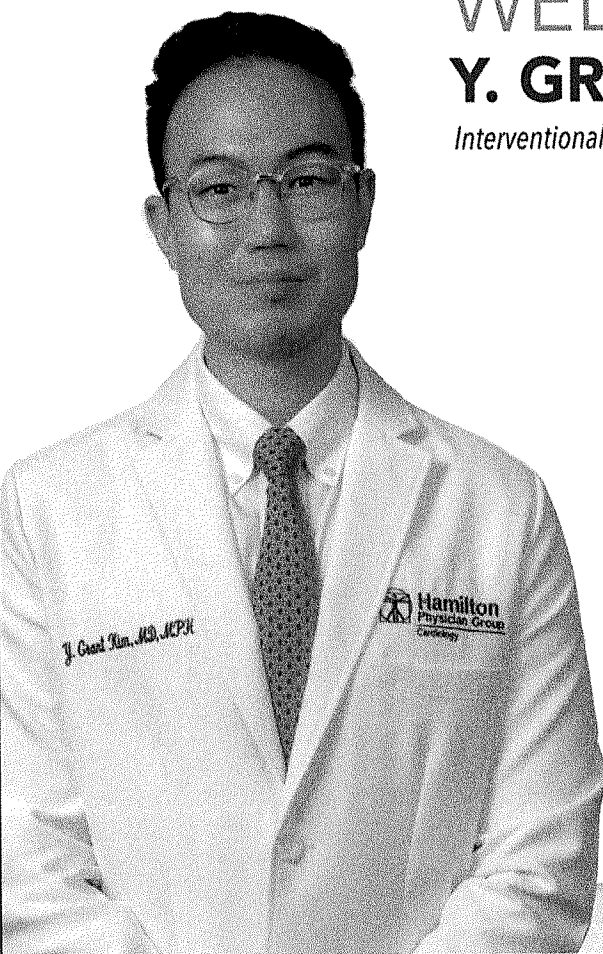
1. Clay Tracy requests a conditional use variance for property located at 1949 Round Pond Road Lafayette, GA. 30728. Tax map & parcel number 0-351-005

**Variance**

1. Sharon Reneau requests a variance for property located at 41 Lee School Road Lafayette, GA. 30728. Tax map & parcel number 0-482-018A

The second hearing on the conditional use variance will be held on October 28th 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.



## WELCOME

# Y. GRANT KIM, MD

*Interventional and Structural Cardiologist*

Hamilton Physician Group welcomes interventional and structural cardiologist, Y. Grant Kim, MD, MPH, FACC, to Hamilton Physician Group-Cardiology. Dr. Kim attended medical school at the University of Miami Miller School of Medicine and completed his residency training in internal medicine at Yale New Haven Hospital in New Haven, Connecticut. He completed his fellowships in general cardiology and interventional cardiology at the Yale School of Medicine and then further trained in structural heart disease at Cedars Sinai Medical Center in Los Angeles, California.

To schedule an appointment with Dr. Kim, call Hamilton Physician Group-Cardiology at 706.226.3434.



1436 Broadrick Drive  
Dalton, GA 30720  
706.226.3434  
HamiltonHealth.com/cardiology



## ORDINANCE O-02-21

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

**WHEREAS**, Walker County desires to amend its Land Development Code regarding tiny homes; private driveways; and required road frontage; and

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

### 1.

Section 22-26(2)(b)(2) is deleted in its entirety and replaced with the following:

Any residential structure with less than 500 square feet is to be defined as a "Tiny Home." A Tiny Home is allowed as a conditional use in the following zones: A-1, R-A, R-1, R-2, and R-3. A property owner must comply with the requirements and procedure for obtaining a conditional use, as set forth in this Code. A Tiny Home is not permitted in either a C-1 or an I zone.

(i) A Tiny Home must meet all of the minimum requirements of the International Residential Code, the Electrical Code, the Energy Code, and all other applicable building codes that have been adopted by Walker County and are in effect as of the date that the building permit is issued.

(ii) All Tiny Homes in a R-1 zone must be a sight-built structure. In all other zones that allow for residential homes, Tiny Homes may be either sight-built structures or residential industrial (modular) structures. A Tiny Home is not permitted in either a C-1 or an I zone.

(iii) A Tiny Home shall not be built within a 300 foot radius of any other residential home unless a variance is granted by the Planning Commission.

(iv) A Tiny Home built on a metal frame with wheels shall only be allowed in an approved mobile home park, and shall satisfy the requirements set forth in Code Section 22-414. Any Tiny Home that does not satisfy these requirements shall require a variance from the Planning Commission.

### 2.

The following section of 22-115 is deleted in its entirety and replaced with the following:

*Applicant* means any person seeking a permit, license, zoning amendment, variance or other service from the Walker County Planning Office.

### 3.

The following section of 22-181 depicted in the Development Standards chart is deleted in its entirety and replaced with the following:



| <i>District</i> | <i>Required Road Frontage First Dwelling Unit (ft)</i> |
|-----------------|--------------------------------------------------------|
| R-1             | 75                                                     |
| R-2             | 75                                                     |

4.

Section 22-401(3) is deleted in its entirety and replaced with the following:

Abut on a private drive, or a permanent recorded easement or right-of-way which serves no more than six separate residential dwellings, lots or tracts and provides access to a publicly accepted and maintained road, provided that the following criteria are met:

- a. A private drive, easement or right-of-way utilized for access must be at least 50 feet in width. Each parcel of property that accesses the private drive, easement or right-of-way must be a minimum of one acre, except all property that is zoned A-1 requires a minimum of five acres. A maximum of six parcels may access the private drive, easement or right-of-way. No additional private drive, easement or right-of-way may be created from the original private drive, easement or right-of-way or any parcel that has access thereto. Each private drive, easement or right-of-way must satisfy the County: (1) Fire Department dead end road requirements; (2) setback requirements; and (3) storm water and soil erosion plan requirements. All deeds and plats are required to set forth the private drive, easement or right-of-way. All deeds and permits that provide a private drive, easement or right-of-way to be utilized for access shall include a provision that each property owner shall be responsible for the property owner's share of the cost of the maintenance of the private drive, easement or right-of-way. For example, if four property owners access a private drive, easement or right-of-way, then each property owner shall be responsible for one-fourth of the cost of the maintenance of the private drive, easement or right-of-way.

5.

This ordinance is effective immediately upon its adoption.

6.

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

(CONTINUED)



7.

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

PASSED AND ADOPTED this 28<sup>th</sup> day of October, 2021.

ATTEST:

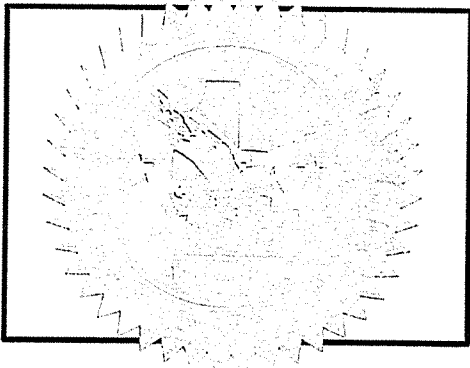
WALKER COUNTY, GEORGIA

A handwritten signature in cursive script, appearing to read "Rebecca Wooden", written over a horizontal line.

REBECCA WOODEN, County Clerk

A handwritten signature in cursive script, appearing to read "Shannon K. Whitfield", written over a horizontal line.

SHANNON K. WHITFIELD, Chairman



The foregoing Ordinance received a motion for passage from Commissioner Bakermore, second by Commissioner Aspen, and upon the question the vote is 3 ayes, 0 nays to adopt the Resolution.



**RESOLUTION R-045-21**

**A RESOLUTION OF THE WALKER COUNTY BOARD OF COMMISSIONERS AUTHORIZING THE CHAIRPERSON TO EXECUTE A PURCHASE AGREEMENT WITH PEACH STATE TRUCK CENTERS IN THE AMOUNT OF ONE-MILLION THREE-HUNDRED FORTY NINE THOUSAND TWO-HUNDRED FIFTY SIX DOLLARS AND 00/100 CENTS (\$1,349,256.00) FOR THE PURCHASE OF THREE CLASS "A" PUMPERS TO BE PAID FROM THE 2020 SPLOST FUND**

**WHEREAS**, Walker County Fire Rescue (WCFR) requires the purchase of three new Class "A" pumpers to ensure the continued safety and protection of citizens in Walker County; and

**WHEREAS**, a Request for Proposal (RFP) was published on July 26, 2021, advertised on Walker County's public notice webpage, and posted to the Georgia Procurement Registry; and

**WHEREAS**, five (5) responses were submitted and tabulated for responsiveness as reflected on Exhibit "A"; and

**WHEREAS**, WCFR formed an Apparatus Committee to evaluate each proposal, carefully considering the minimum specifications and associated costs before conducting an in-person evaluation; and

**WHEREAS**, Peach State Truck Centers received the recommendation from the WCFR Apparatus Committee and Fire Chief; and has the capability and skill of providing the desired product to be used by Walker County Fire Rescue;

**THEREFORE, BE IT RESOLVED** by the Walker County Board of Commissioners and it is hereby so resolved by the authority of same that the Chairperson is authorized to execute a Purchase Agreement with Peach State Truck Centers in the amount of ONE-MILLION THREE-HUNDRED FORTY NINE THOUSAND TWO-HUNDRED FIFTY SIX DOLLARS AND 00/100 CENTS (\$1,349,256.00) for the purchase of three (3) new Class "A" pumpers, to be paid from the 2020 Special Purpose Local Option Sales Tax.

**BE IT FURTHER RESOLVED** the Walker County Board of Commissioners grants the Chairperson the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution.

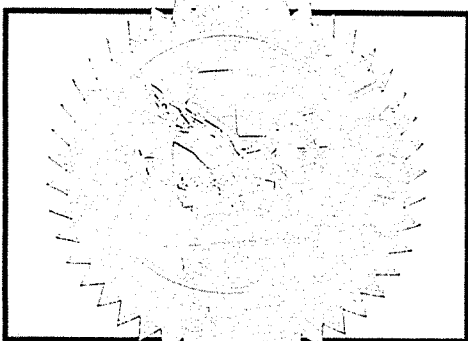
**SO RESOLVED AND ADOPTED** this 28<sup>th</sup> day of October, 2021.

**ATTEST:**

**WALKER COUNTY, GEORGIA**

REBECCA WOODEN, County Clerk

SHANNON K. WHITFIELD, Chairman

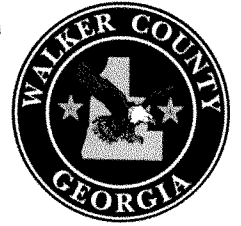


The foregoing Resolution received a motion for passage from Commissioner Aske, second by Commissioner Blakemore, and upon the question the vote is 3 ayes, 0 nays to adopt the Resolution.



# Walker County Fire Rescue

107 Alex Drive  
Chickamauga, GA 30707  
fireheadquarters@walkerga.us



## MEMORANDUM

**To:** Chairman, Shannon Whitfield  
**From:** Fire Chief, Blake Hodge  
**Date:** October 19, 2021  
**Re:** Apparatus Proposal Recommendation

---

The purpose of this memorandum is to provide formal recommendation regarding the Apparatus Proposals received on August 31, 2021. It is the recommendation of the Walker County Fire Rescue (WCFR) Apparatus Committee and myself that Walker County Board of Commissioners approve the purchase of three (3) class "A" pumpers from Peach State Truck Centers and three (3) Quick Response Vehicles (QRV) from Ten-8 Fire and Safety Equipment. Funding for this purchase would come from the current Special Purpose Local Option Sales Tax (SPLOST), which started in October of 2020. WCFR is projected to utilize \$ 3,750,000.00 to purchase new fire apparatus over the life of the SPLOST cycle. The recommendation comes after months of dedication and hard work by WCFR's Apparatus Committee.

As you know, WCFR's Apparatus Committee was formed in August of 2020. The committee was tasked with evaluating the needs of WCFR relative to apparatus specifications with safety being the number one priority. The Apparatus Committee submitted their recommendations for the Request for Proposals (RFPs) in December of 2020. The RFPs were posted in July of 2021 and received/opened on August 31, 2021. There were five (5) dealers who submitted proposals for the Class "A" pumper and QRV.

An evaluation spreadsheet was created and is attached to this memorandum for reference. The spreadsheet details the make/model of the apparatus, major components, cost per apparatus, pre-pay discounts, and whether minimum specifications established in the RFPs were met by each dealer. The Apparatus Committee and Fire Chief evaluated each proposal, carefully considering the minimum specifications and associated cost. This evaluation allowed the Apparatus Committee to reduce the selection to two (2) dealers regarding the class "A" pumpers and one (1) for the QRV. Members from the Apparatus Committee then evaluated (In-Person), class "A" pumpers from each dealer to further support their decision in this process.

WCFR is requesting the Walker County Board of Commissioners consider pre-paying for all apparatus in the amount of \$ 2,138,154.00. As such, the county will save \$ 60, 297.00 in pre-pay discounts offered by the dealers. The cost for the Class "A" pumper from Peach State Truck Centers with the pre-pay discount (\$ 11,457.00 per pumper) is \$ 449,752.00 per pumper, totaling \$ 1,349,256.00 (purchase of 3). The cost for the QRV from Ten-8 Fire and Safety Equipment with the pre-pay discount (\$ 8,642.00) is \$ 262,966.00, totaling \$ 788,898.00 (purchase of 3). The estimated delivery time for all apparatus is 365 days.

On behalf of WCFR's apparatus committee and all Walker County Fire Rescue personnel, I would like to thank all Walker County Commissioners for their consideration regarding this request.

EXHIBIT A - PUMPER

|                                                                  |                            | FIRELINE-E-ONE<br>PRIMARY<br>OPTION A<br>OPTION B                                 | PEACH STATE<br>SPARTAN CHASSIS<br>OPTION 1: LEGEND BODY<br>OPTION 2: STAR BODY |                            |                                                                |
|------------------------------------------------------------------|----------------------------|-----------------------------------------------------------------------------------|--------------------------------------------------------------------------------|----------------------------|----------------------------------------------------------------|
| COST                                                             | \$534,652.00               | PRIMARY: \$409,981.00<br>OPTION A: \$439,569.00<br>OPTION B: \$508,989.00         | OP 1: <u>\$461,404.00</u><br>OP 2: \$495,947.00                                | \$462,480.00               | OPTION 1: <u>\$497,492.00</u><br>OPTION 2: <u>\$515,844.00</u> |
| PRE-PAY COST                                                     | \$520,385.00               | PRIMARY: \$402,907.00<br>OPTION A: \$428,733.00<br>OPTION B: \$495,186.00         | OP 1: <u>\$449,752.00</u><br>OP 2: \$480,308.00                                | NO DISCOUNT                | OPTION 1: \$480,496.00                                         |
| DELIVERY TIME                                                    | 365 DAYS                   | 365 Days on all options                                                           | 365 DAYS                                                                       | 90 DAYS                    | UP TO 14 MONTHS                                                |
| CHASSIS                                                          | COMMANDER CHASSIS          | SPARTAN FC-94                                                                     | SPARTAN CHASSIS<br>METROSTAR                                                   | 1871-W                     | SABER                                                          |
| FRONT AXLE<br>REAR AXLE                                          | 20,000 LBS.<br>27,000 LBS. | 20,000 LBS.<br>27,000 LBS.                                                        | 20,000 LBS.<br>31,000 LBS.                                                     | 18,740 LBS.<br>24,000 LBS. | 20,000 LBS.<br>27,000 LBS.                                     |
| ENGINE (MAKE/HP)                                                 | CUMMINGS<br>450 HP         | CUMMINGS L9<br>450 HP                                                             | CUMMINGS L9<br>450 HP                                                          | CUMMINGS L9<br>450 HP      | CUMMINGS L9<br>450 HP                                          |
| AUTOMATIC TRANSMISSION (MAKE)                                    | ALLISON EVS 3000           | ALLISON EVS 3000                                                                  | ALLISON EVS 3000                                                               | ALLISON EVS 3000           | ALLISON EVS 3000                                               |
| BRAKING SYSTEM: TO INLCUDE HEAVY DUTY<br>SYSTEM<br>ENGINE BRAKE  | ✓                          | ✓                                                                                 | ✓                                                                              | ✓                          | ✓                                                              |
| COLOR: RED                                                       | ✓                          | ✓                                                                                 | ✓                                                                              | ✓                          | ✓                                                              |
| MULTIPLEX ELECTRICAL SYSTEM                                      | ✓                          | PRIMARY AND OPTION "A" DO NOT<br>HAVE VISTA SCREEN CAPABILITIES,<br>ONLY SWITCHES | ✓                                                                              | ✓                          | HARD WIRED                                                     |
| SHORE LINE                                                       | ✓                          | ✓                                                                                 | ✓                                                                              | ✓                          | ✓                                                              |
| COLOR CODED AND LABLED WIRING                                    | ✓                          | ✓                                                                                 | ✓                                                                              | ✓                          | ✓                                                              |
| NFPA COMPLIANT CHASSIS                                           | ✓                          | ✓                                                                                 | ✓                                                                              | ✓                          | ✓                                                              |
| FEDERAL Q2B WITH SIREN BRAKE                                     | ✓                          | ✓                                                                                 | ✓                                                                              | NOT OFFERED                | ✓                                                              |
| NFPA AUDIBLE PACKAGE                                             | ✓                          | ✓                                                                                 | ✓                                                                              | ✓                          | ✓                                                              |
| NFPA LIGHT PACKAGE                                               | ✓                          | ✓                                                                                 | ✓                                                                              | ✓                          | ✓                                                              |
| MARS LIGHT                                                       | ✓                          | ✓                                                                                 | ✓                                                                              | ✓                          | ✓                                                              |
| PAINTED STEEL WHEELS                                             | ✓                          | ✓                                                                                 | ✓                                                                              | ✓                          | ✓                                                              |
| ROLL-OVER CERTIFIED CAB                                          | ✓                          | ✓                                                                                 | ✓                                                                              | ✓                          | ✓                                                              |
| AIR BAGS (SIDE CURTAIN AIRBAGS PREFERRED)                        | ONLY IN SEATS              | NOT OFFERED                                                                       | ✓                                                                              | NOT OFFERED                | ✓                                                              |
| SEATING (Minimum of 4)                                           | ✓                          | ✓                                                                                 | ✓                                                                              | ✓                          | ✓                                                              |
| FRONT PASSENGER SCBA SEAT                                        | ✓                          | ✓                                                                                 | ✓                                                                              | ✓                          | ✓                                                              |
| 2 REAR SCBA SEATS                                                | ✓                          | ✓                                                                                 | ✓                                                                              | ✓                          | ✓                                                              |
| BACK-UP CAMERA                                                   | ✓                          | ✓                                                                                 | ✓                                                                              | ✓                          | ✓                                                              |
| DIRECTIONAL LIGHT BAR                                            | ✓                          | ✓                                                                                 | ✓                                                                              | ✓                          | ✓                                                              |
| CAB MOUNTED 3 SIDE WATER LEVEL INDICATORS                        | ✓                          | ✓                                                                                 | ✓                                                                              | ✓                          | ✓                                                              |
| 1250 GPM PUMP                                                    | ✓                          | ✓                                                                                 | ✓                                                                              | ✓                          | ✓                                                              |
| HALE OR WATEROUS SINGLE-STAGE PUMP                               | ✓                          | 1500GPM                                                                           | 1500 GPM                                                                       | 1,500 GPM                  | ✓                                                              |
| AIR PRIMER                                                       | ✓                          | ✓                                                                                 | ✓                                                                              | ✓                          | ✓                                                              |
| INTAKE CLAPPER VALVE                                             | ✓                          | ✓                                                                                 | ✓                                                                              | ✓                          | ✓                                                              |
| ALL VALVES MANUALLY OPERATE                                      | ✓                          | ✓                                                                                 | ✓                                                                              | ✓                          | ✓                                                              |
| 1,000 GALLON BOOSTER TANK MINIMUM                                | ✓                          | PRIMARY 1,000 GALLONS<br>OPTION: A 1250 GAL<br>OPTION B: 1250 GAL                 | ✓                                                                              | ✓                          | ✓                                                              |
| HOSE WELLS ON BOTH SIDES AT THE PUMP<br>ENCLOSURE AND PUMP PANEL | 1250 GALLONS<br>✓          | ✓                                                                                 | 1250 GALLONS<br>✓                                                              | 1,020 GALLONS<br>✓         | 1250 GALLONS<br>✓                                              |
| 20 GALLON INTEGRATED FOAM SYSTEM                                 | ✓                          | NOT OFFERED<br>ONLY INTEGRATED FOAM KIT<br>OPTION A&B-YES                         | ✓                                                                              | ✓                          | ✓                                                              |
| 2-1.75 CROSS LAYS FOAM CAPABLE                                   | ✓                          | NOT FOAM CAPABLE<br>OPTION A&B-YES                                                | ✓                                                                              | ✓                          | ✓                                                              |
| 1-2.5 PRE-CONNECT FOAM CAPABLE                                   | ✓                          | NOT FOAM CAPABLE<br>OPTION A&B-YES                                                | ✓                                                                              | ✓                          | ✓                                                              |
| HOOK AND LOOP HOSE BED COVER (NFPA)                              | ✓                          | ✓                                                                                 | ✓                                                                              | ✓                          | ✓                                                              |
| DRAFTING EQUIPMENT                                               | ✓                          | ✓                                                                                 | ✓                                                                              | ✓                          | NO HARD SUCTION                                                |
|                                                                  | ✓                          | ✓                                                                                 | ✓                                                                              | ✓                          | ✓                                                              |

|                                                                        |                                |                                |                                |                                |                                |
|------------------------------------------------------------------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|
| ISO COPLEMENT OF LADDERS                                               | ✓                              | ✓                              | ✓                              | ✓                              | ✓                              |
| 1 INCH BOOSTER REEL-200 FEET                                           | ✓                              | ✓                              | ✓                              | ✓                              | ✓                              |
| LED SCENE LIGHTS                                                       | ✓                              | ✓                              | ✓                              | ✓                              | ✓                              |
| 2-LED POLE LIGHTS REAR CAB                                             | ✓                              | ✓                              | ✓                              | ✓                              | ✓                              |
| EXTENDED FRONT BUMPER WITH PRE-CONNECT<br>100' OF 1.75 HOSE AND NOZZLE | ✓                              | ✓                              | ✓                              | ✓                              | ✓                              |
| MEDICAL CABINET IN CAB                                                 | ✓                              | ✓                              | ✓                              | ✓                              | ✓                              |
| EXTINGUISHER COMPARTMENT IN THE WHEEL WELL<br>NFPA AND ISO             | ✓                              | NOT OFFERED                    | ✓                              | ✓                              | ✓                              |
| 4-SCBA SPARE CYLINDER IN WHEEL WELL                                    | ✓                              | ✓                              | ✓                              | ✓                              | ✓                              |
| ROLL-UP COMPARTMENT DOORS                                              | ✓                              | ✓                              | ✓                              | ✓                              | ✓                              |
| REAR LADDER COMPARTMENT                                                | ✓                              | ✓                              | ✓                              | ✓                              | ✓                              |
| REAR HARD SUCTION COMPARTMENT                                          | ✓                              | NOT OFFERED                    | ✓                              | NOT OFFERED                    | NOT OFFERED                    |
| WARRANTY PAINT                                                         | 5 YEAR                         | 10/12 YEAR                     | 10 YEAR                        | 36 MONTHS                      | 10 YEAR                        |
| WARRANTY CAB STRUCTURE                                                 | 10 YEAR                        | 10 YEAR                        | 10 YEAR                        | 10 YEAR                        |                                |
| WARRANTY TRANSMISSION                                                  | 5 YEAR                         | 5 YEAR                         | 5 YEAR WITH<br>UNLIMITED MILES | 5 YEAR WITH<br>UNLIMITED MILES | 5 YEAR WITH<br>UNLIMITED MILES |
| WARRANTY ENGINE                                                        | 5 YEAR OR<br>100,000 MILES     | 5 YEAR OR<br>100,000 MILES     | 5 YEAR OR<br>100,000 MILES     | 5 YEAR OR<br>100,000 MILES     | 5 YEAR OR<br>100,000 MILES     |
| WARRANTY FRAME                                                         | LIFETIME                       | LIFETIME                       | LIFETIME                       | 20 YEAR                        | 50 YEAR                        |
| WARRANTY FRONT AXLE                                                    | 5 YEAR OR<br>500,000 MILES     | 5 YEAR OR<br>500,000 MILES     | 5 YEAR WITH<br>UNLIMITED MILES | NOT OFFERED                    | 5 YEAR OR<br>100,000 MILES     |
| WARRANTY REAR AXLE                                                     | 5 YEAR WITH<br>UNLIMITED MILES | 5 YEAR WITH<br>UNLIMITED MILES | 5 YEAR WITH<br>UNLIMITED MILES | NOT OFFERED                    | 5 YEAR OR<br>100,000 MILES     |
| WARRANTY CAB AND CHASSIS                                               | 12 MONTHS                      | 12 MONTHS                      | 24 MONTHS                      | 36 MONTHS/36,000 MILES         | 12 MONTHS                      |
| INSPECTION (2 FOR 3 ATTENDEES)                                         | ✓                              | ✓                              | ✓                              | NOT OFFERED                    | ✓                              |
|                                                                        |                                |                                |                                |                                |                                |
|                                                                        |                                |                                |                                |                                |                                |



## RESOLUTION R-046-21

**A RESOLUTION OF THE WALKER COUNTY BOARD OF COMMISSIONERS AUTHORIZING THE CHAIRPERSON TO EXECUTE A PURCHASE AGREEMENT WITH TEN-8 FIRE AND SAFETY EQUIPMENT IN THE AMOUNT OF SEVEN-HUNDRED EIGHTY EIGHT THOUSAND EIGHT-HUNDRED NINETY EIGHT DOLLARS AND 00/100 CENTS (\$788,898.00) FOR THE PURCHASE OF THREE QUICK RESPONSE VEHICLES TO BE PAID FROM THE 2020 SPLOST FUND**

**WHEREAS**, Walker County Fire Rescue (WCFR) requires the purchase of three new Quick Response Vehicles to ensure the continued safety and protection of citizens in Walker County; and

**WHEREAS**, a Request for Proposal (RFP) was published on July 26, 2021, advertised on Walker County's public notice webpage, and posted to the Georgia Procurement Registry; and

**WHEREAS**, five (5) responses were submitted and tabulated for responsiveness as reflected on Exhibit B; and

**WHEREAS**, WCFR formed an Apparatus Committee to evaluate each proposal, carefully considering the minimum specifications and associated costs before conducting an in-person evaluation; and

**WHEREAS**, Ten-8 Fire and Safety Equipment received the recommendation from the WCFR Apparatus Committee and Fire Chief; and has the capability and skill of providing the desired product to be used by Walker County Fire Rescue;

**THEREFORE, BE IT RESOLVED** by the Walker County Board of Commissioners and it is hereby so resolved by the authority of same that the Chairperson is authorized to execute a Purchase Agreement with Ten-8 Fire and Safety Equipment in the amount of SEVEN-HUNDRED EIGHTY EIGHT THOUSAND EIGHT-HUNDRED NINETY EIGHT DOLLARS AND 00/100 CENTS (\$788,898.00) for the purchase of three (3) new Quick Response Vehicles, to be paid from the 2020 Special Purpose Local Option Sales Tax.

**BE IT FURTHER RESOLVED** the Walker County Board of Commissioners grants the Chairperson the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution.

**SO RESOLVED AND ADOPTED** this 28<sup>th</sup> day of October, 2021.

**ATTEST:**

REBECCA WOODEN, County Clerk

**WALKER COUNTY, GEORGIA**

SHANNON K. WHITEFIELD, Chairman



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

EXHIBIT B - QRV

|                                              |                                    | FIRELINE-E-ONE                     |                                                                            |                               | TEN-8 FIRE                          |
|----------------------------------------------|------------------------------------|------------------------------------|----------------------------------------------------------------------------|-------------------------------|-------------------------------------|
| COST                                         | \$255,000.00                       | \$264,957.00                       | \$234,500.00                                                               | \$261,988.00                  | \$271,608.00                        |
| PRE-PAY COST                                 | \$250,375.00                       | NOT OFFERED                        | 2% (FINAL COST IS UNKNOWN, UNABLE TO MEET MULTIPLE MINIMUM SPECIFICATIONS) | NO OFFERED                    | \$262,966.00                        |
| DELIVERY TIME OF 240 DAYS                    | 365 DAYS                           | 365 DAYS                           | 440 DAYS                                                                   | 90 DAYS                       | BASED ON CHASSIS DELIVERY FROM FORD |
| CHASSIS                                      | FORD F550 4X4 CREW CAB             | FORD F550 4X4 CREW CAB             | FORD F550 4X4 CREW CAB                                                     | DODGE RAM 5500 4X4 CREW CAB   | FORD F550 4X4 CREW CAB              |
| FRONT AXLE<br>REAR AXLE                      | F:7,500 LBS.<br>R:14,706 LBS.      | F:7,500 LBS.<br>R:14,706 LBS.      | F:7,500 LBS.<br>R:14,706 LBS.                                              | F:7,000 LBS.<br>R:13,500 LBS. | F:7,500 LBS.<br>R:14,706 LBS.       |
| ENGINE (MAKE/HP)                             | POWERSTROKE 330HP 6.7L DIESEL      | POWERSTROKE 330HP 6.7L DIESEL      | POWERSTROKE 330HP 6.7L DIESEL                                              | CUMMINGS 6.7L                 | POWERSTROKE 330HP 6.7L DIESEL       |
| AUTOMATIC TRANSMISSION (MAKE)                | 10 SPEED AUTOMATIC WITH OVERDRIVE  | 10 SPEED AUTOMATIC WITH OVERDRIVE  | 10 SPEED AUTOMATIC WITH OVERDRIVE                                          | 6 SPEED AUTOMATIC             | 10 SPEED AUTOMATIC WITH OVERDRIVE   |
| ANTI-LOCK BRAKING SYSTEM                     | ✓                                  | ✓                                  | ✓                                                                          | ✓                             | ✓                                   |
| COLOR: RED                                   | ✓                                  | ✓                                  | ✓                                                                          | ✓                             | ✓                                   |
| HIGH IDLE SYSTEM/LOAD MANAGER/ MASTER SWITCH | ✓                                  | ✓                                  | ✓                                                                          | ✓                             | ✓                                   |
| SHORE LINE                                   | ✓                                  | ✓                                  | ✓                                                                          | ✓                             | ✓                                   |
| COLOR CODED AND LABELED WIRING               | ✓                                  | ✓                                  | ✓                                                                          | ✓                             | ✓                                   |
| NFPA COMPLIANT CHASSIS                       | ✓                                  | ✓                                  | ✓                                                                          | ✓                             | ✓                                   |
| NFPA SIREN PACKAGE                           | ✓                                  | ✓                                  | ✓                                                                          | ✓                             | ✓                                   |
| MOTOR VEHICLE SAFETY STANDARD                | ✓                                  | ✓                                  | ✓                                                                          | ✓                             | ✓                                   |
| NFPA LIGHT PACKAGE                           | ✓                                  | ✓                                  | ✓                                                                          | ✓                             | ✓                                   |
| DRAWINGS                                     | ✓                                  | ✓                                  | ✓                                                                          | ✓                             | ✓                                   |
| FD EQUIPMENT LOAD                            | 900 LBS.                           | 1500 LBS.                          | 1500 lbs.                                                                  | NOT AVAILABLE                 | 1100 LBS.                           |
| STEP BARS                                    | ✓                                  | ✓                                  | ✓                                                                          | ✓                             | ✓                                   |
| AIR BAGS (SIDE CURTAIN AIRBAGS PREFERRED)    | ✓                                  | ✓                                  | ✓                                                                          | ✓                             | ✓                                   |
| SEATING (Minimum of 4)                       | ✓                                  | ✓                                  | ✓                                                                          | ✓                             | ✓                                   |
| 2 REAR SCBA SEATS                            | ✓                                  | ✓                                  | NOT OFFERED                                                                | NOT OFFERED                   | ✓                                   |
| BACK-UP CAMERA                               | ✓                                  | ✓                                  | ✓                                                                          | ✓                             | ✓                                   |
| DIRECTIONAL LIGHT BAR                        | ✓                                  | ✓                                  | ✓                                                                          | ✓                             | ✓                                   |
| WINDOWS DOOR LOCKS                           | POWER                              | POWER                              | POWER                                                                      | POWER                         | POWER                               |
| MINIMUM 750 GPM PUMP                         | ✓                                  | ✓<br>HALE 1250 GPM                 | ✓<br>HALE 1500GPM                                                          | ✓<br>HALE 1500GPM             | ✓                                   |
| HALE OR WATEROUS SINGLE-STAGE PUMP           | WATEROUS                           | HALE                               | HALE                                                                       | HALE                          | WATEROUS                            |
| AIR PRIMER                                   | ✓                                  | ✓                                  | ✓                                                                          | ✓                             | ✓                                   |
| INTAKE CLAPPER VALVE                         | ✓                                  | ✓                                  | NOT OFFERED                                                                | ✓                             | ✓                                   |
| ALL VALVES MANUALLY OPERATE                  | ✓                                  | ✓                                  | ✓                                                                          | ✓                             | ✓                                   |
| 300 GALLON BOOSTER TANK MINIMUM              | ✓                                  | ✓                                  | 285 GALLONS                                                                | 400 GALLONS                   | ✓                                   |
| MULTIPLEX SYSTEM                             | NOT OFFERED                        | ✓                                  | NOT OFFERED                                                                | NOT OFFERED                   | ✓                                   |
| 20 GALLON INTEGRATED FOAM SYSTEM             | ✓                                  | ✓                                  | 15 GALLON                                                                  | NOT OFFERED                   | ✓                                   |
| 2-1.75 CROSS LAYS FOAM CAPABLE               | ✓                                  | ✓                                  | NOT INDEPENDANTLY CAPABLE                                                  | NOT OFFERED                   | ✓                                   |
| 2.5" MINIMUM TANK FILL VALVE                 | ✓                                  | ✓                                  | ✓                                                                          | ✓                             | ✓                                   |
| HOOK AND LOOP HOSE BED COVER (NFPA)          | ✓                                  | ✓                                  | VELCRO                                                                     | ✓                             | ✓                                   |
| DRAFTING EQUIPMENT                           | ✓                                  | NOT OFFERED                        | ✓                                                                          | ✓                             | ✓                                   |
| COPLEMENT OF LADDERS                         | 14' EXTENSION<br>10' FOLDING ATTIC | 16' EXTENSION<br>10' FOLDING ATTIC | 12' EXTENSION                                                              | ✓                             | 12' EXTENSION<br>10' FOLDING ATTIC  |
| 1 INCH BOOSTER REEL-200 FEET                 | ✓                                  | ✓                                  | ONLY 100'                                                                  | NOT OFFERED                   | 150 FT RECOMMENDED                  |

|                                                            |                        |                        |                        |                        |                        |
|------------------------------------------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|
| LED SCENE LIGHTS                                           | ✓                      | ✓                      | ✓                      | ✓                      | ✓                      |
| PORTABLE WINCH WITH FRONT AND REAR MOUNTS                  | ✓                      | ✓                      | ✓                      | NOT OFFERED            | ✓                      |
| WINCH                                                      | ✓                      | ✓                      | ✓                      | NOT OFFERED            | ✓                      |
| EXTINGUISHER COMPARTMENT IN THE WHEEL WELL<br>NFPA AND ISO | NOT OFFERED            | NOT OFFERED            | NOT OFFERED            | NOT OFFERED            | ✓                      |
| 4-SCBA SPARE CYLINDER IN WHEEL WELL                        | NOT OFFERED<br>ONLY 1  | ✓                      | ONLY 3                 | NOT OFFERED            | ✓                      |
| ROLL-UP COMPARTMENT DOORS                                  | ✓                      | ✓                      | ✓                      | ✓                      | ✓                      |
| ENCLOSED PUMP WITH ROLL-UP DOOR                            | NOT OFFERED            | NOT OFFERED            | NOT OFFERED            | NOT OFFERED            | ✓                      |
| ELECTRICAL WARRANTY                                        | 1 YEAR                 | 1 YEAR                 | 2 YEAR                 | 1 YEAR                 | 1 YEAR                 |
| GENERAL WARRANTY                                           | 1 YEAR                 | 1 YEAR                 | 1 YEAR                 | 36MONTH/36,000 MILE    | 1 YEAR                 |
| WARRANTY PAINT                                             | 5 YEAR                 | 12 YEAR                | 5 YEAR                 | 5 YEAR                 | 10 YEAR                |
| WARRANTY TRANSMISSION                                      | 60 MONTH/60,000 MILES  | 60 MONTH/60,000 MILES  | 60 MONTH/60,000 MILES  | 60 MONTH/60,000 MILES  | 60 MONTH/60,000 MILES  |
| WARRANTY ENGINE                                            | 60 MONTH/100,000 MILES | 60 MONTH/100,000 MILES | 60 MONTH/100,000 MILES | 60 MONTH/100,000 MILES | 60 MONTH/100,000 MILES |
| WARRANTY ALUMINUM BODY                                     | 10 YEAR                | 15 YEAR                | 10 YEAR                | 10 YEAR                | 10 YEAR                |
| INSPECTION (2 FOR 3 ATTENDEES)                             | ✓                      | NOT OFFERED            | NOT OFFERED            | NOT OFFERED            | ✓                      |
| STAINLESS STEEL PLUMBING WARRANTY                          | 10 YEAR                | NOT OFFERED            | 10 YEAR                | 10 YEAR                | 10 YEAR                |
| MAKE WARRANTY                                              | FORD STANDARD          | FORD STANDARD          | FORD STANDARD          | DODGE STANDARD         | FORD STANDARD          |

RESOLUTION R-047-21

**A RESOLUTION OF THE WALKER COUNTY BOARD OF COMMISSIONERS FOR THE WIDOW OF FORMER WALKER COUNTY SHERIFF'S OFFICE SERGEANT DONALD "DONNY" PHILLIPS TO RETAIN HIS SERVICE WEAPON**

**WHEREAS**, the County has adopted a policy authorizing retired sworn law enforcement officers, upon recommendation of the County Sheriff or other appropriate commander, shall be entitled to retain their service weapon as part of their compensation; and

**WHEREAS**, Sergeant Donald "Donny" Phillips passed away earlier this year after an extended illness; and

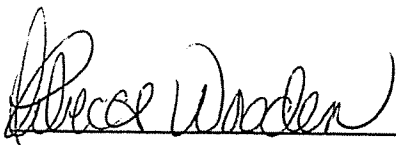
**WHEREAS**, Sergeant Phillips provided more than 30-years of honorable service to the citizens of Walker County while working for the Walker County Sheriff's Office; and

**WHEREAS**, attached hereto as Exhibit "A" is a copy of a letter from Sheriff Steve Wilson to Chairman Shannon K. Whitfield recommending the service weapon issued to Sergeant Phillips be retained by his widow as part of his compensation;

**THEREFORE, BE IT RESOLVED** by the Walker County Board of Commissioners that the service weapon issued to Sergeant Donald "Donny" Phillips (Gen 5, Glock Model 17, Serial Number BGYC-358) be retained by the widow of Sergeant Phillips as part of his compensation.

**SO RESOLVED AND ADOPTED** this 28<sup>th</sup> day of October, 2021.

**ATTEST:**



REBECCA WOODEN, County Clerk

**WALKER COUNTY, GEORGIA**



SHANNON K. WHITFIELD, Chairman



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

EXHIBIT A

MEMORANDUM

TO : CHAIRMAN SHANNON WHITFIELD  
DAVID GOTTLIEB, COUNTY ATTORNEY  
JOE LEGGE, PUBLIC AFFAIRS  
FROM : SHERIFF STEVE WILSON *SW*  
DATE : SEPTEMBER 14, 2021  
SUBJECT : EMPLOYEE DEATH – SERVICE WEAPON

On March 23, 2021, career law enforcement officer Sergeant Donald “Donny” Phillips passed away from cancer.

Donny was employed with the Walker County Sheriff’s Office for over thirty years.

To honor his service to Walker County, I would like to propose to the Board of Commissioners that Walker County convey Donny’s service weapon to his widow, Lynn Phillips.

The weapon is described as a Gen 5, Glock Model 17, and Serial #BGYC358, value \$475.00.

1 – D. Phillips Personnel File

---



## **RESOLUTION R-048-21**

**A RESOLUTION OF THE WALKER COUNTY BOARD OF COMMISSIONERS TO AUTHORIZE THE CHAIRPERSON TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO FACILITATE THE PURCHASE OF CERTAIN PROPERTY CONNECTED TO THE MARSH HOUSE; TO AUTHORIZE THE CHIEF FINANCIAL OFFICER TO AMEND THE BUDGET WHERE NECESSARY TO REFLECT AN APPROPRIATE REVENUE SOURCE AND EXPENSE RELATING THERETO**

**WHEREAS**, the Evelle Dana lot, Parcel Number 1031 069, located just north of the Marsh House, was put on the market suddenly in August, without any advance notice; and

**WHEREAS**, Walker County owns the Marsh House, located at 308 North Main Street in LaFayette; and

**WHEREAS**, Members of the Walker County Historical Society, desiring to preserve the Dana lot for the Marsh House, pulled resources together to purchase the property before it was listed for auction; and

**WHEREAS**, the Walker County Historic Preservation Commission (HPC) is a division of the Walker County Board of Commissioners (Board); and

**WHEREAS**, after reviewing a request from the Marsh House Board of Trustees and the Walker County Historical Society, the HPC formally recommends the Board purchase that certain tract or parcel of land identified as tax parcel 1031 069 and further described in Exhibit "A" for historical preservation; and

**WHEREAS**, the negotiated sale price is \$42,851.58;

**THEREFORE**, the Board of Commissioners of Walker County does hereby authorize the Chairperson to perform all acts necessary to carry out the purchase of property identified as tax parcel 1031 069 to include, but not be limited to, executing any and all option agreements or other documents necessary to facilitate the purchase of that certain tract or parcel of land herein described for a purchase price of \$42,851.58. The Board of Commissioners also authorizes the Chief Financial Officer to amend the Budget where necessary to reflect an appropriate revenue source and expense relating thereto.



**SO RESOLVED AND ADOPTED** this 28<sup>th</sup> day of October, 2021.

**ATTEST:**

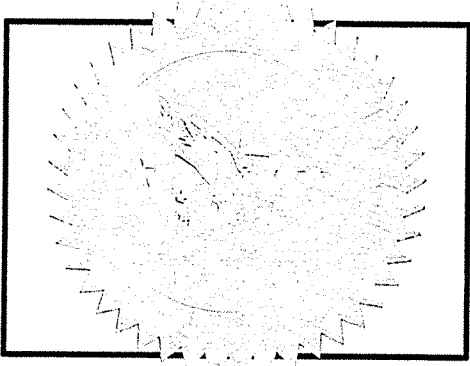
**WALKER COUNTY, GEORGIA**

A handwritten signature in cursive script, appearing to read "Rebecca Wooden", is written over a horizontal line.

REBECCA WOODEN, County Clerk

A handwritten signature in cursive script, appearing to read "Shannon K. Whitfield", is written over a horizontal line.

SHANNON K. WHITFIELD, Chairman



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

*WALKER COUNTY*  
*HISTORIC PRESERVATION COMMISSION*

September 28, 2021

Chair  
John Culpepper  
Vice Chair  
Alan Shaven  
Secretary  
Renee Griffin

Shannon Whitfield, Chair  
Walker Board of Commissioners  
P.O. Box 445  
Lafayette, Georgia 30728

France Cobb  
Theresa Dorsey  
Patrick Cook  
Randal Pittman

RE: Marsh House

Dear Chairman Whitfield,

At the September 27, 2021, monthly meeting of the Walker Historic Preservation Commission held at the Mount Pleasant Community Center, 5981 Highway 157 (Lookout Mountain) Rising Fawn, Georgia 30738, Commissioner Alan Slaven made the motion to support the request by the Marsh House Board of Trustees and the Walker County Historical Society that the Walker County Board of Commissioners purchase the lot north of the Marsh-Warthen House and add it to the Marsh-Warthen House tract for historical preservation, Seconded by Commissioner Theresa Dorsey, motion carried.

Should you need additional information, please contact me.

Sincerely,

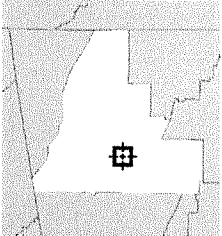


John Culpepper, Chair  
Walker County Historic Commission  
1133 Brotherton Lane  
Chickamauga, Georgia 30707  
Cell# 423-240-0554 Email [jcculpepper63@aol.com](mailto:jcculpepper63@aol.com)

CC: Commissioner Robert Blakemore, District 1  
Commissioner Mark Askew, District 2  
Commissioner Brian Hart, District 3  
Commissioner Robert Stultz  
David P. Boyle, President Walker County Historical Society  
Chair, Marsh House Board of Trustees



Overview



Legend

Parcels

Roads

|                 |            |                  |                         |              |         |        |      |
|-----------------|------------|------------------|-------------------------|--------------|---------|--------|------|
| Parcel ID       | 1031069    | Owner            | DANA EVELLE G           | Last 2 Sales |         |        |      |
| Class Code      | Commercial |                  | 326 HICKORY CREEK LANE  | Date         | Price   | Reason | Qual |
| Taxing District | LAFAYETTE  |                  | LAFAYETTE, GA 307280000 | 7/25/2011    | \$35200 | LM     | Q    |
| Acres           | 0.52       | Physical Address | N MAIN ST               | 12/10/1998   | \$32000 | LM     | Q    |
|                 |            | Assessed Value   | Value \$28155           |              |         |        |      |

(Note: Not to be used on legal documents)

## ERRORS AND OMISSIONS AGREEMENT

DATE AND PARTIES. The date of this Errors and Omissions Agreement is October 7, 2021. The parties and their addresses are:

**LENDER:**

THE BANK OF LAFAYETTE, GEORGIA  
101 West Patton Street  
PO Box 1149  
LaFayette, GA 30728-1149  
Telephone: 706-638-2520

**BORROWER:**

THE WALKER COUNTY GEORGIA  
a Georgia Corporation  
MARSH HOUSE  
PO BOX 722  
LA FAYETTE, GA 30728-0722

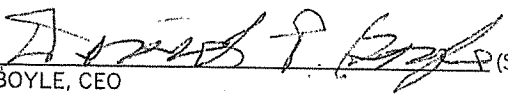
The undersigned parties, in consideration of the closing of a certain loan by The Bank of LaFayette, Georgia the "Lender" to THE WALKER COUNTY GEORGIA "Borrower(s)" in the amount of \$42,851.58, as evidenced by a promissory note and secured by a Deed of Trust or mortgage against real property located at NORTH MAIN STREET, LAFAYETTE, Georgia 30728 and dated the date of this Errors and Omissions Agreement, agree(s), if requested by "Lender" or its agent, to fully cooperate in the correction, if necessary in the reasonable discretion of the "Lender" of any and all loan closing documents so that all documents accurately describe the loan between the undersigned parties and the "Lender" and thus allow the "Lender" to sell, convey, seek a guaranty or obtain insurance for, or market said loan to any purchaser, including but not limited to any investor or institution, the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Department of Veterans Affairs, or Municipal Bonding Authority.

All of the undersigned parties, including all owners of the real property described above, agree(s) to comply with all above noted reasonable requests by the "Lender." The undersigned agree(s) to assume all costs including by way of illustration and not limitation, actual expenses, legal fees and marketing losses for failing to reasonably comply with the "Lender" requests within the specified thirty (30) days.

**SIGNATURES.**

**BORROWER:**

THE WALKER COUNTY GEORGIA

By  (Seal)  
DAVID P BOYLE, CEO

| DISBURSED TO:                           | DATE:      | AMOUNT DISBURSED: |
|-----------------------------------------|------------|-------------------|
| Disbursements to Borrower:              |            | \$0.00            |
| Disbursements to Lender:                |            | \$0.00            |
| Disbursements to thlrd parties:         |            | \$42,851.58       |
| Walker County Clerk of Court:           | 10/07/2021 | \$25.00           |
| Recording - Deed                        |            | \$25.00           |
| Walker County Clerk of Court:           | 10/07/2021 | \$25.00           |
| Recording - Mortgage                    |            | \$25.00           |
| Walker County Clerk of Court:           | 10/07/2021 | \$25.00           |
| Recording - Releases                    |            | \$25.00           |
| Walker County Clerk of Court:           | 10/07/2021 | \$40.00           |
| Transfer Tax (GA)                       |            | \$40.00           |
| GSCCCA:                                 | 10/07/2021 | \$1.00            |
| Electronic Filing Fee                   |            | \$1.00            |
| Fidelity National Title Ins Co:         | 10/07/2021 | \$161.10          |
| Lender's Title Insurance                |            | \$161.10          |
| Fidelity National Title Ins Co:         | 10/07/2021 | \$204.00          |
| Owner's Title Insurance                 |            | \$204.00          |
| BATTLEFIELD TITLE CO LLC :              | 10/07/2021 | \$200.00          |
| Abstract or Title Search                |            | \$200.00          |
| BATTLEFIELD TITLE CO LLC :              | 10/07/2021 | \$285.00          |
| Closing                                 |            | \$285.00          |
| BATTLEFIELD TITLE CO LLC :              | 10/07/2021 | \$350.00          |
| Document Preparation                    |            | \$350.00          |
| BATTLEFIELD TITLE CO LLC :              | 10/07/2021 | \$8.00            |
| Title - Wire Fee                        |            | \$8.00            |
| BATTLEFIELD TITLE CO LLC :              | 10/07/2021 | \$25.00           |
| Title - Courier                         |            | \$25.00           |
| BATTLEFIELD TITLE CO LLC, Loan Proceeds | 10/07/2021 | \$41,502.48       |
| TOTAL DISBURSED:                        |            | \$42,851.58       |

Amount remaining to be disbursed, if any: \$0.00

I acknowledge receipt of a copy of this Disbursement Authorization on October 7, 2021.

BORROWER:  
THE WALKER COUNTY GEORGIA

By David P. Boyle  
DAVID P BOYLE, CEO

## EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot No. 27 in the 7th District and 4th Section of Walker County, Georgia and being more particularly described in accordance with a plat of survey prepared by Charles D. Wardlaw, Georgia Registered Land Surveyor No. 1558 for Donna Clements and Archibald Fortune, dated November 3, 1998 as follows:

To find the point of beginning, start at the intersection of the north right of way line of Wardlaw Street and the east right of way line of North Main Street; thence along the east line of North Main Street the following courses and distances: north 08 degrees 00 minutes 00 seconds east, 420.55 feet ; north 82 degrees 00 minutes 00 seconds west, 3.5 feet; and north 08 degrees 00 minutes 00 seconds east, 134.56 feet to a 3/4 inch pipe set in the east right of way line of North Main Street and the Point of Beginning; thence continuing with the east line of North Main Street, north 08 degrees 00 minutes 00 seconds east, 96.00 feet to a 3/4 inch pipe in an asphalt driveway; thence south 85 degrees 53 minutes 13 seconds east, 240 feet to a 3/4 inch pipe; thence south 12 degrees 13 minutes 35 seconds west, 96 feet to a 1/2 inch pipe; thence north 86 degrees 04 minutes 07 seconds west, 233.36 feet to the point of beginning.

For prior title, see Deed Book 1689 Page 205, Walker County, Georgia Land Record.



**RESOLUTION R-049-21**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF WALKER COUNTY TO  
APPOINT A MEMBER TO THE LOOKOUT MOUNTAIN COMMUNITY SERVICES  
BOARD**

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

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

**WHEREAS**, the State of Georgia created the Lookout Mountain Community Services Board, in accordance with the law; and

**WHEREAS**, the bylaws of the Lookout Mountain Community Services Board call for board members to serve three (3) year terms; and

**WHEREAS**, the term of Eddie Upshaw, a Walker County member, is set to expire on November 14, 2021; and

**WHEREAS**, Mr. Upshaw has provided exceptional representation as a representative of Walker County and desires to continue to serve on the Lookout Mountain Community Services Board; and

**WHEREAS**, Chairman Whitfield submits the following appointment to serve as a representative of Walker County on the Lookout Mountain Community Services Board:

Eddie Upshaw - for a term beginning November 15, 2021 and expiring on November 14, 2024

**THEREFORE, BE IT RESOLVED** by the Board of Commissioners of Walker County, Georgia that the appointment of Eddie Upshaw is approved.

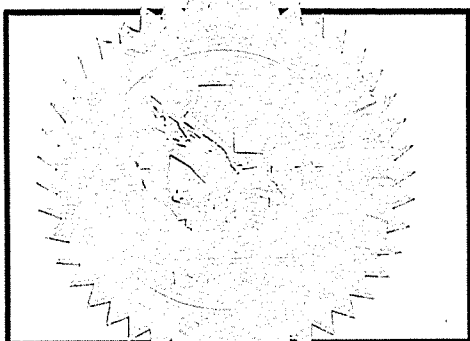
**SO RESOLVED AND ADOPTED** this 28<sup>th</sup> day of October, 2021.

**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 Hart, and upon the question the vote is 3 ayes, 0 nays to adopt the Resolution.



## **RESOLUTION R-050-21**

### **A RESOLUTION OF THE WALKER COUNTY BOARD OF COMMISSIONERS TO ALLOCATE THE USE OF AMERICAN RESCUE PLAN ACT OF 2021 FUNDS TO COVER EXPENSES CONSISTENT WITH THE REQUIREMENTS OF THE ACT**

**WHEREAS**, on March 1, 2021, the American Rescue Plan Act of 2021 (ARPA) was signed into law by the President of the United States; and

**WHEREAS**, Section 9901 of ARPA amended Title VI of the Social Security Act to add section 602, which established the Coronavirus State Fiscal Recover Fund, and section 603, which established the Coronavirus Local Fiscal Recovery Fund (together, the Fiscal Recovery Funds); and

**WHEREAS**, Walker County is estimated to receive \$13,550,256 paid in two equal tranches of \$6,775,128, with the first payment having been received on or about May 21, 2021 and the second payment to be made no earlier than 12 months after the date on which the first payment is received; and

**WHEREAS**, Walker County has established the American Rescue Plan Act of 2021 Local Fiscal Recovery Fund to provide for separate accountability of Fiscal Recovery Funds; and

**WHEREAS**, Section 603(c)(1) provides that funds may be used:

- To respond to the public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
- To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers;
- For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency;
- To make necessary investment in water, sewer, or broadband infrastructure; and

**WHEREAS**, the Walker County Water and Sewerage Authority (WCWSA) has embarked on a \$45 million water and sewer system improvement project to provide clean, safe and healthy drinking water to nearly 50,000 Walker County residents; and

**WHEREAS**, WCWSA requests Walker County invest \$5 million in its improvement plan to assist in the construction of a water treatment plant, distribution network to supply water throughout the county and enhancements to treat sewer; and

**WHEREAS**, WCWSA's plan will improve water quality, water pressure and fire protection throughout the county; address public health concerns associated with failing private wells in unserved rural communities; bring a reliable water source to the Girl Scout Camp Adahi area; and support regional economic development opportunities at the McLemore development on Lookout Mountain;



**THEREFORE**, the Board of Commissioners of Walker County does hereby authorize the following allocation of expenditures pursuant to the infrastructure provision of section 603(c)(1) of the American Rescue Plan Act of 2021 as follows:

- Walker County Water and Sewerage Authority improvement plan - \$5,000,000

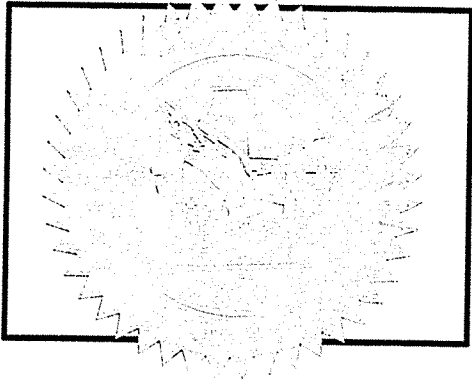
**SO RESOLVED AND ADOPTED** this 28<sup>th</sup> day of October, 2021.

**ATTEST:**

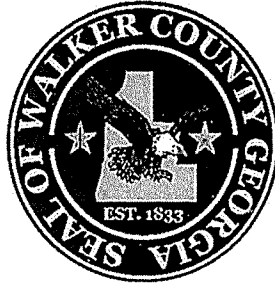
**WALKER COUNTY, GEORGIA**

REBECCA WOODEN, County Clerk

SHANNON K. WHITFIELD, Chairman



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

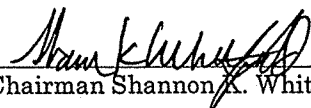


## Proclamation

### BY THE WALKER COUNTY BOARD OF COMMISSIONERS VETERANS DAY 2021

- WHEREAS: President Dwight D. Eisenhower signed the first Veterans Day proclamation in 1954 and called on our nation to "solemnly remember the sacrifices of all those who fought so valiantly, on the seas, in the air, and on foreign shores, to preserve our heritage of freedom"; and
- WHEREAS: Since the dawn of this nation, veterans have defended our way of life with integrity, dedication and distinction; and
- WHEREAS: We are proud to honor all veterans for their service, sacrifice and devotion, and wish to extend the appreciation of our citizens to those who have worn the uniform of the United States Armed Forces; and
- WHEREAS: There are approximately 616,000 veterans in Georgia who, by their continued devotion to the highest ideals of citizenship, constitute a foundation of both strength and progress in the state; and
- WHEREAS: Over 4,300 Walker County residents devoted their talents to assist our country through military service, according to the latest data from the United States Census Bureau; and
- WHEREAS: Walker County citizens have a rich history of celebrating service members by participating in events like the LaFayette Woman's Club Veterans Day Program at LaFayette High School and the Tribute to America for Catoosa and Walker County at the Colonnade;
- THEREFORE: I, Shannon K. Whitfield, on behalf of the Walker County Board of Commissioners do hereby proclaim November 11, 2021 to be observed as VETERANS DAY in Walker County, Georgia in honor of our local veterans, and in remembrance of those who devoted their lives to protect our freedoms. I call upon our citizens to extend their gratitude and unending support to our many heroes.

Signed and sealed this 28<sup>th</sup> day of October in the year 2021.

  
Chairman Shannon K. Whitfield



SHIP TO

WALKER COUNTY ELECTION OFFICE  
103 SOUTH DUKE ST  
LA FAYETTE, GA 30728

BILL TO

WALKER COUNTY ELECTION OFFICE  
P.O. BOX 1105  
LA FAYETTE, GA 30728

PURCHASE ORDER

NO. 2022-00000087

DATE 10/21/2021

VENDOR 1887 DOMINION VOTING SYSTEMS INC

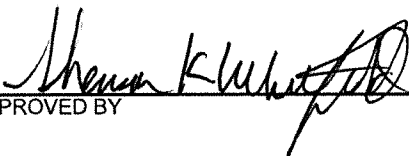
CONTACT

DOMINION VOTING SYSTEMS INC  
P O BOX 538214  
ATLANTA, GA 30353-8214

DELIVER BY  
SHIP VIA  
FREIGHT TERMS  
ORIGINATOR  
RESOLUTION #  
PAYMENT TERMS

Danielle Montgomery

| QUANTITY | U/M | DESCRIPTION                                                             | UNIT COST    | TOTAL COST  |
|----------|-----|-------------------------------------------------------------------------|--------------|-------------|
| 180.0000 | EA  | Maintenance Services - Image Cast X Annual Hardware Warranty Prime      | \$136.0000   | \$24,480.00 |
| 27.0000  | EA  | Maintenance Services - ImageCast Precinct Annual Hardware Warranty-320C | \$146.0000   | \$3,942.00  |
| 1.0000   | EA  | Maintenance Services - ImageCast Central Annual Hardware Warranty-G2140 | \$1,200.0000 | \$1,200.00  |
| 1.0000   | EA  | Maintenance Services - MBP #2 C712 Annual Hardware Warranty             | \$375.0000   | \$375.00    |
|          |     |                                                                         | TOTAL DUE    | \$29,997.00 |

  
APPROVED BY

PAGE 1 OF 1

SPECIAL INSTRUCTIONS

VENDOR 55673 LEE SMITH INC

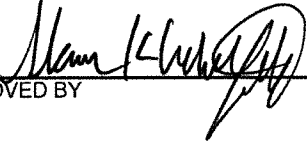
CONTACT

LEE SMITH INC  
2600 8TH AVE  
CHATTANOOGA, TN 37407

DELIVER BY  
SHIP VIA  
FREIGHT TERMS  
ORIGINATOR  
RESOLUTION #  
PAYMENT TERMS

Whitfield, Shannon

| QUANTITY | U/M | DESCRIPTION                                | UNIT COST     | TOTAL COST  |
|----------|-----|--------------------------------------------|---------------|-------------|
| 1.0000   | EA  | Capital - Vehicles - Ford F-750 dump truck | \$88,816.0000 | \$88,816.00 |
|          |     |                                            | TOTAL DUE     | \$88,816.00 |



APPROVED BY

PAGE 1 OF 1

SPECIAL INSTRUCTIONS

## LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter referred to a "Lease"), made this 8 day of November 2021, between the City of LaFayette, Georgia (hereinafter referred to as the "Lessor") and Walker County, Georgia, (hereinafter referred to as "Lessee");

WITNESS THAT:

For and in consideration of the mutual obligations and conditions set forth below, the parties hereto covenant and agree with each other as follows:

1. Lease: The Lessor hereby leases to the Lessee and the Lessee hereby leases from the Lessor that certain piece or parcel of land, with a non-exclusive easement for ingress, egress, and access and utilities (hereinafter being referred to as the "Premises") located in the City of LaFayette, Walker County, State of Georgia being bounded and described as follows:

A Security Enclosure, of similar fashion to existing security enclosures of other antenna owners located on Lessor's property, shall be installed by the Lessee. The Lessor shall have permanent access of the premises during the term of this Agreement. A parcel approximately 50 feet by 60 feet, together with the non-exclusive easement. Set forth above, and being more particularly located as follows, to-wit: Beginning at the Southwest most corner of existing property line, proceed West along South property Line for 50'; thence North (Perpendicular to South Property Line) 60'; thence proceed West (Perpendicular) approximately 50' until intersection with West Boundary Line; thence go South along West Boundary line approximately 60' to Beginning Point. The above description is taken from a drawing, which is attached hereto and made a part hereof as EXHIBIT A and said drawing is not a survey. Any conflicts between the Existing Fence-line, Property Line, and Construction will be resolved referencing the Existing Property Boundary. The Premises are highlighted in yellow on EXHIBIT A hereto.

2. Term: The Initial Term of this Lease, (the "Initial Term") shall commence on November 1, 2021 and expire on October 31, 2046. At the end of the Initial Term, and any terms thereafter, the Lease shall automatically renew and extend for 1 separate and successive twenty-five) year period, unless the Lessee gives the Lessor written notice of its intention to terminate not less than 1 year prior to the expiration of the Initial. All terms, covenants and conditions of this Lease shall remain in full force and effect during any extension thereof, except as otherwise provided herein.

3. Contract Binding Under Georgia Law: It is intended by the parties that this agreement is an intergovernmental agreement entered into and is binding upon the City of LaFayette and Walker County under Georgia law. The governing bodies of the City of LaFayette, Georgia, and Walker County, Georgia each deems this Lease Agreement, for a period including renewals of up to ~~20~~ years, to be the best interest of the Lessor and Lessee respectively. This Lease creates the relationship of landlord and tenant between Lessor and Lessee. No estate shall pass out of Lessor, and Lessee has only a usufruct which is not subject to levy and sale.

R.A.A.  
SKW  
50  
YEARS

4. Purpose: The main purpose of this Lease is Lessor's and Lessee's use of the Premises and tower for 911 and related emergency communications. Thus, if the use of antennas, repeaters, etc. of Lessor or Lessee interferes with the emergency communications of the other, then such interference must be terminated by the party whose antennas, repeaters, etc. are causing the interference. Other purposes for which the Premises are leased are for the use by the Lessee to conduct cellular radio, telephone and other telecommunications operations. In no event shall the use of the Premises be such as to create conditions which constitute a nuisance or interrupt or interfere with or are harmful to the normal and customary operations of the Lessor and/or neighboring landowner(s).

5. Rent: In lieu of monetary rent, Lessor shall have the right and permission to have the uninterrupted use of this radio tower for the Lessor's purposes as determined solely by the Lessor and to the extent determined by the Lessor for its use including, but not limited to, Lessor's right to install on the tower two (2) radio antenna for the Lessor's utility frequencies and one (1) radio antenna for the Housing Authority of the City of LaFayette, Georgia. The Lessor shall have the further right to install and locate repeaters in the building located on the Premises. Lessor shall have during the term of this Lease the further right to install additional antenna as well as other devices on the tower. Lessor also has the right to replace and obligation to repair and maintain any and all of Lessor's attachments to the tower and equipment located within any building on the Premises.

Lessee shall pay all utilities in regard to the Premises during the term of this Lease. The generator system, the HV/AC system, and the shelter building are required by both the Lessor and Lessee in order to conduct the parties' respective communications operations. Thus, Lessee will pay 75% and Lessor will pay 25% of the cost of any maintenance, repair, and replacement of the generator system, and the shelter building. Lessor and Lessee agree to mutually agree upon repairs, replacements, and necessary maintenance, but if unable to mutually agree, Lessee will make the decision.

6. Construction of Tower: The Lessee shall be fully responsible for the design and construction of the radio tower. After its construction and during the term of this Lease, Lessee shall be fully responsible for the maintenance and upkeep of said tower and Premises. Lessor shall contribute and be responsible for up to \$250,000 of the cost of construction. This amount shall be paid by Lessor to Lessee Lessor within 20 days after receiving itemized invoices from Lessee.

7. Permits and Approvals: This Lease is specifically contingent upon the Lessee's ability to secure any necessary Federal, State and local permits and approvals necessary for the Lessee to conduct cellular mobile radio operations and to construct a building and a self-supporting tower upon Premises, such permits and approvals including, but not limited to, all special use permits, FAA approval, FCC construction permits, and any applicable rezoning or variances required. The Lessor agrees to grant all telephone and power easements, including written and recorded deeds, necessary for conducting telecommunication services as described in Section 4. In the event the Lessee has not received the necessary permits and approvals by December 31, 2021, the Lessee may, at any time thereafter, declare this Lease terminate by written notice to the Lessor, and neither party shall have any further obligations under this Lease, and this Lease shall have no other force or effect.

8. Subordination: This Lease is and shall be subject and subordinate to any and all permanent or building loan mortgages or deeds of trust covering the fee of the Premises now existing or hereinafter made by the Lessor and to all advances made or to be made thereon and to all renewals, modifications, consolidations, replacements, or extensions thereof, and the lien of any such mortgage or mortgages shall be superior to all rights hereby or hereunder vested in the Lessee to the full extent of the principal sum secured thereby and interest thereon; provided that, each such mortgage (a) shall provide by its terms or by separate agreement that in the event of foreclosure of such mortgage, the Lessee shall remain undisturbed under this Lease so long as the Lessee complies with all of the terms and conditions hereunder; and (b) shall permit, by its terms or by separate agreement, the removal of fixtures or improvements from the Premises.

9. Buildings, Structures & Improvements: The Lessee may, at its own costs and expense, with the exception as set forth in Section 6, erect upon the Premises those buildings and structures necessary for the Lessee to conduct its and Lessor's proposed operations thereon, as described in Section 4 above. All of Lessee's buildings, structures, and equipment erected on the Premises shall be repaired and maintained by the Lessee, and removed at Lessee's expense upon termination of this Lease. The Lessee shall maintain the Premises in a neat and orderly manner so as not to detract from the appearance of the property. If buildings, structures, and equipment are removed, the Premises shall be restored to its previous condition as is possible. If the buildings, structures, and equipment are not removed from the Premises by Lessee within 12 months from the date the Lease is terminated, the Lessor has the option to keep the buildings, structures, and equipment as property of the Lessor without any remuneration by the Lessor to Lessee or require Lessee at Lessee's sole expense to remove all of the buildings, structures, and equipment and restoring the Premises to its previous condition prior to this Lease. Lessee is not responsible for construction of any structures to be used by Lessor, and Lessee is not responsible for installation, maintenance, or removal of Lessor's equipment.

10. Liens or Encumbrances: If because of any act or omission of Lessee, any mechanic's lien or other lien, charge, or order for the payment of money shall be filed against any portion of the Premises, the Lessee shall, at its own cost and expense, cause the same to be discharged of record within thirty days after written notice from the Lessor to the Lessee of the filing thereof unless the Lessee shall contest the validity of such liens.

11. Pavement and Easement: The Lessee shall have the right at its own expense to install crushed stone or asphalt or other hard surfaced pavement on that portion of the Lessor's adjacent land encumbered by the ingress, egress and access easement described in Section 1 above, but the Lessee shall be under no obligation to so improve said easement.

12. Surrender of Premises: At the termination of this Lease, the Lessee will surrender the Premises to the Lessor, provided that the Lessee may remove from the Premises all or any part of the buildings, towers, or other structures erected by the Lessee on the Premises during the term of the Lease, and restore the leased Premises to its original condition. Any removal shall be completed within 12 months from the termination of this Lease. Any buildings, towers, or other

structures not removed within the 12 months from the termination shall become the sole and exclusive property of the Lessor.

13. Quiet Possession: The Lessor hereby covenants that it is seized in fee simple title of and to the Premises, that the Lessee shall have quiet and peaceable possession of the Premises, free from all encumbrances (except encumbrances permitted under Section 8 hereof), that the Lessor shall defend title to the Premises for and on behalf of the Lessee. Quiet and peaceable possession of the Premises is subject to the right of the Lessor to use the tower and Premises as set forth in Section 5.

14. Eminent Domain: In the event the Premises shall at any time during the term of this Lease be taken by any public authority or agency for any public use, the entire damages which may be awarded for the taking of the Premises shall be equitably apportioned between the Lessor and the Lessee, taking into account the value of their respective interests in the property. In case a part only from the Premises shall be so taken for the public use and such taking renders the Premises unsuitable for the Lessee's conduct of cellular mobile radio telephone operations, the Lessee may, at its option, terminate the Lease upon taking. In the event the Premises become impracticable to be utilized by the Lessee to conduct cellular mobile radio telephone operations thereon for any reason, the Lessee may at its option, on 60 days' notice to the Lessor, terminate this Lease.

15. Representatives Bound: The covenants, stipulations, and conditions herein contained shall inure to the benefit of and shall be binding upon the successors and assigns of the Lessor and the successors and assigns of the Lessee.

16. Cooperation: Both the Lessor and the Lessee agree to provide any further documentation or cooperation in any way necessary to carry out the basic intent of this Lease Agreement.

17. Notice: Any notice that either party hereto desires to give to the other shall be deemed given upon placing such notice in the U.S. Mail, Certified Mail, return receipt requested, with postage fully prepaid, addressed as follows:

To the Lessor:           City of LaFayette  
                                  P.O. Box 89  
                                  LaFayette, GA 30728  
                                  Attn: City Manager

To the Lessee:           Walker County, Georgia  
                                  Attn: Commission Chairman  
                                  P. O. Box 445  
                                  LaFayette, GA 30728

18. Lessee's Obligation to Insure: During the term of this Lease. The Lessee, at its sole cost and expense, and for the mutual benefit of the Lessor and Lessee, shall carry and maintain, in amounts reasonably acceptable to Lessor, comprehensive public liability insurance, including property damage, insuring the Lessor and the Lessee against liability for injury to persons or

property occurring in or about the Premises or arising out of the ownership, maintenance, use, or occupancy thereof. All policies of insurance (except liability insurance) shall provide by endorsement that any loss shall be payable to the Lessor and the Lessee as their respective interests may appear. The Lessee shall have the privilege or procuring and obtaining all of such insurance through its own sources and shall provide a copy to the Lessor. Except as provided above, Lessor and Lessee will provide its own insurance as deemed appropriate by said party.

19. Applicable Law: This Lease shall be construed and enforced under the laws of the State of Georgia. Any legal action shall be brought in Walker County Superior Court – exclusive jurisdiction.

20. Sublet: Except as provided above, neither Lessor nor Lessee shall not be allowed to sublease any part of the tower or premises without first obtaining written permission from the other party. Any sub-lessee shall be bound by all applicable terms and provisions of this Lease.

21. No Interference by Lessee: Lessee shall not interfere in any way with Lessor's present or future use of its property of which the Premises are a part, other than as permitted in this Agreement.

22. Default by Lessor or Lessee: If either Lessor or Lessee shall default in any of its obligations under this Lease and such default shall continue for a period of 30 days after notice in writing from the other party, all the rights of the party in default hereunder shall cease, and this Lease at the option of the non-defaulting party may be immediately terminated.

23. No Unlawful Use: Lessee shall not use the Premises for any unlawful or illegal purposes, and Lessee shall at all times comply with all applicable laws, statutes, ordinances, rules and regulations of the United States, State of Georgia, City of LaFayette, or any other applicable agency or department thereof.

IN WITNESS WHEREOF, the Lessor and the Lessee have cause duplicate copies of this Lease Agreement, each of which shall be deemed an original, to be executed and sealed as of the day and year first above written.

LESSOR: CITY OF LAFAYETTE, GEORGIA

By: \_\_\_\_\_

Attest: \_\_\_\_\_

LESSEE: WALKER COUNTY, GEORGIA

By: Shannon K. Whitfield

Attest: Rose Wooden

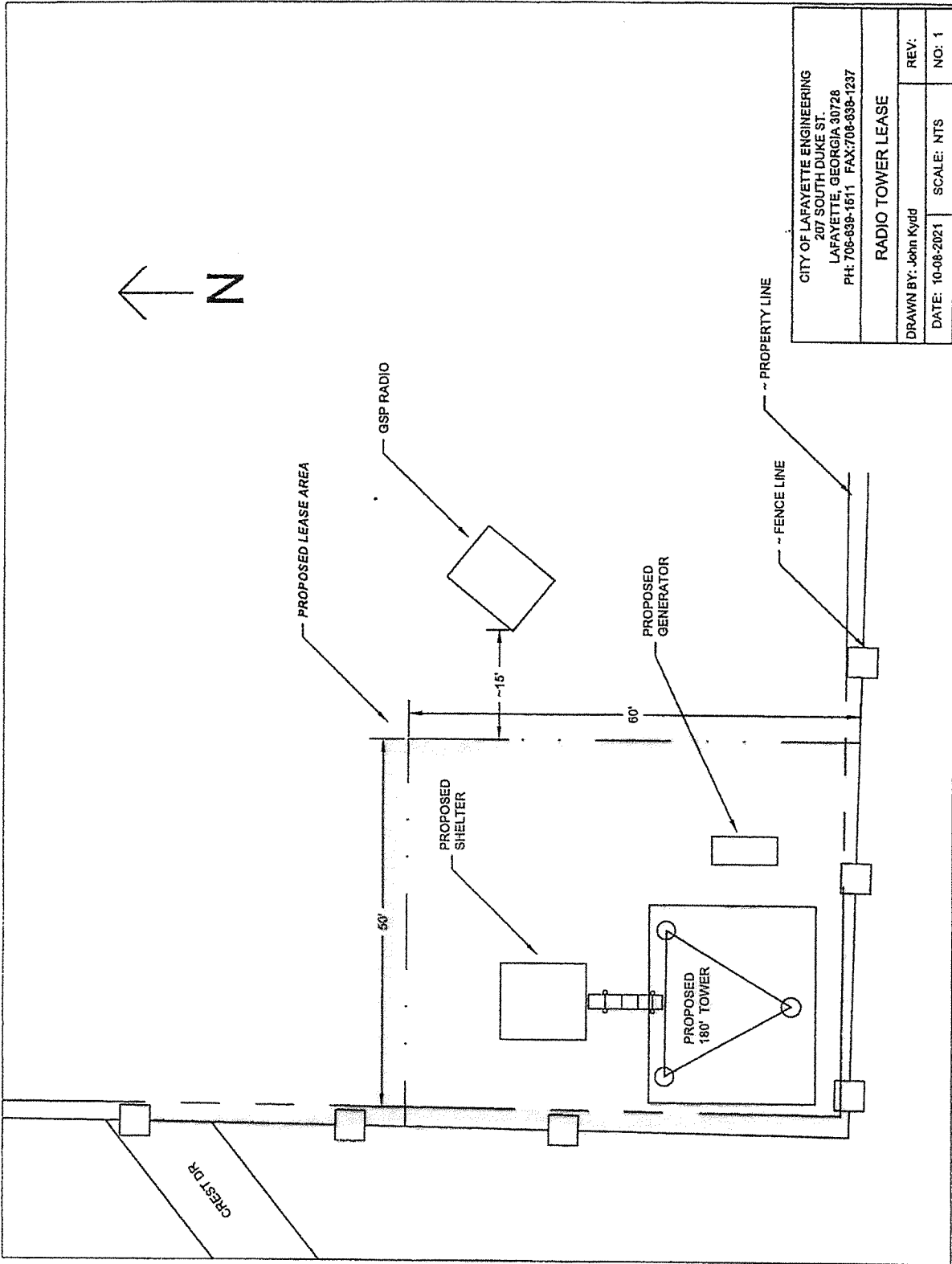


Exhibit "A"

|                                                                                                                       |            |       |  |
|-----------------------------------------------------------------------------------------------------------------------|------------|-------|--|
| CITY OF LAFAYETTE ENGINEERING<br>207 SOUTH DUKE ST.<br>LAFAYETTE, GEORGIA 30728<br>PH: 706-838-1611 FAX: 706-838-1237 |            |       |  |
| RADIO TOWER LEASE                                                                                                     |            |       |  |
| DRAWN BY: John Kydd                                                                                                   | REV:       |       |  |
| DATE: 10-08-2021                                                                                                      | SCALE: NTS | NO: 1 |  |

Prepared for: Shannon Whitfield

Commissioner, Walker County Govt

Prepared by: Andy Ashford

10/21/2021



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

2022 F-750 Diesel Regular Cab Base (F7D)

Price Level: 215 | Stock No: NDF02295 | VIN: 1FDXF7DE1NDFO2295 | Quote ID: Stockdump

As Configured Vehicle

| Code                 | Description                                                                                                                                                                                                                                                   | MSRP        |
|----------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| Base Vehicle         |                                                                                                                                                                                                                                                               |             |
| F7D                  | Base Vehicle Price (F7D)                                                                                                                                                                                                                                      | \$71,345.00 |
| Engines              |                                                                                                                                                                                                                                                               |             |
| 99E                  | 6.7L Power Stroke V8 Turbo Diesel -<br>300 HP @ 2500 RPM<br><br>Includes Engine Exhaust Brake and manual regen capability. Torque: 725 ft.lbs. @ 1500 rpm.<br><br><i>Governed RPM: 3300. Includes CARB clean idle label - may be removed if un-necessary.</i> | \$1,995.00  |
| 425                  | 50-State Emissions                                                                                                                                                                                                                                            | N/C         |
| 41H                  | Engine Block Heater, Phillips, 120<br>Volt/750 Watt                                                                                                                                                                                                           | \$60.00     |
| Transmissions        |                                                                                                                                                                                                                                                               |             |
| 44G                  | Ford TorqShift HD 6-Speed<br>Automatic - Double Overdrive, less<br>PTO Provision, less Park Pawl                                                                                                                                                              | STD         |
| 41A                  | Transmission Power Take-Off<br>Provision w/LiveDrive Capability and<br>Tow/Haul                                                                                                                                                                               | \$895.00    |
| Front Wheels & Tires |                                                                                                                                                                                                                                                               |             |
| 643                  | Wheels, Front 22.5x8.25 White<br>Powder Coated Steel, 10-Hole<br><br><i>(285.75MM BC) hub piloted, flanged nut, metric mount, 8.25 DC rims; with steel hubs.</i>                                                                                              | STD         |
| T2B                  | Tires, Front Two 11R22.5G<br>Goodyear Fuel Max RSA (497<br>rev/mile)                                                                                                                                                                                          | STD         |
| Rear Wheels & Tires  |                                                                                                                                                                                                                                                               |             |
| 663                  | Wheels, Rear 22.5x8.25 White<br>Powder Coated Steel, 10-Hole<br><br><i>(285.75MM BC) hub piloted, flanged nut, metric mount, 8.25 DC rims; with steel hubs.</i>                                                                                               | STD         |

Prepared for: Shannon Whitfield

Commissioner, Walker County Govt

Prepared by: Andy Ashford

10/21/2021

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



2022 F-750 Diesel Regular Cab Base (F7D)

Price Level: 215 | Stock No: NDF02295 | VIN: 1FDXF7DE1NDF02295 | Quote ID: Stockdump

As Configured Vehicle (cont'd)

| Code | Description                                                          | MSRP     |
|------|----------------------------------------------------------------------|----------|
| R2G  | Tires, Rear Four 11R22.5G<br>Goodyear Fuel Max RTD (493<br>rev/mile) | \$140.00 |

Brakes

|     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |            |
|-----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| 67A | Air Brakes - Straight Truck w/Traction<br>Control<br><i>Meritor Q-Plus with ABS, Bendix Anti-Lock Brake System, 4-channel. Includes 15" x 4" front brakes, dual direct reading air pressure gauges, brake lines color coded nylon, Bendix 13.2 CFM capacity air compressor, instrument panel mounted yellow knob parking brake control valve, automatic slack adjusters front and rear, two rear spring parking air brake chambers mounted on front of rear axle, three drain valves and two air tanks (Reference Body Builders Book for location). Rear brake size and components dependent upon axle selection. Uses existing ABS system to minimize wheel slipping during acceleration. Usage determined by the air brake package selected. (Should NEVER be used with Hi-Rail Train Systems).</i><br><i>Includes:</i><br><i>- Air Dryer, Bendix AD/IS w/Heater</i><br><i>Mounted left frame rail (for Hydraulic brake diesel applications that include air suspension or stand alone engine air compressor).</i> | \$2,180.00 |
| 62D | Air Dryer, Bendix AD/IS w/Heater<br><i>Mounted left frame rail (for Hydraulic brake diesel applications that include air suspension or stand alone engine air compressor).</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Included   |
| 158 | Trailer Air Brake Package<br><i>Includes air lines to rear of frame, hand control valve and tractor protection valve.</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | \$365.00   |
| 159 | Trailer Connection Socket - 7-Way,<br>Wired for Turn Signals Combined<br>with Stop<br><i>Mounted at rear of frame, for combined trailer stop, tail, turn (compatible with trailers that use combined stop, tail, turn lights).</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | \$100.00   |

Front Axle and Suspension

|     |                                                                                                                                                     |          |
|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 43P | 12,000 lb. Cap. Non-Driving - Dana<br>E-1202I - I-Beam Type                                                                                         | \$525.00 |
| 61D | Taper-Leaf Springs, Parabolic -<br>12,000 lb. Cap<br><i>2-leaf, 62" x 3.15". Also includes, standard duty, dual, double acting shock absorbers.</i> | \$305.00 |
| 60A | Lube, Front Axle, EmGard 50W,<br>Synthetic Oil                                                                                                      | \$50.00  |

Rear Axle and Suspension

|     |                                                                                                                                                                             |     |
|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
| 475 | 21,000 lb. Single Reduction - Open -<br>Dana / Spicer 21060S<br><i>NOTE: When specifying an axle ratio, check performance guidelines for startability and gradeability.</i> | STD |
|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|

Prepared for: Shannon Whitfield

Commissioner, Walker County Govt

Prepared by: Andy Ashford

10/21/2021

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



2022 F-750 Diesel Regular Cab Base (F7D)

Price Level: 215 | Stock No: NDF02295 | VIN: 1FDXF7DE1NDF02295 | Quote ID: Stockdump

As Configured Vehicle (cont'd)

| Code       | Description                                                                                                                                                                                                                                                                                                                                          | MSRP     |
|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 68R        | Multi-Leaf Springs - 23,000 lb. Cap<br><i>11-leaf. Includes 2,000 lb auxiliary springs for load stabilization.</i>                                                                                                                                                                                                                                   | \$230.00 |
| X6D        | 6.50 Axle Ratio                                                                                                                                                                                                                                                                                                                                      | N/C      |
| Wheelbase  |                                                                                                                                                                                                                                                                                                                                                      |          |
| 158WB      | 158" Wheelbase/84" CA/49" AF/246" OAL                                                                                                                                                                                                                                                                                                                | STD      |
| Frame      |                                                                                                                                                                                                                                                                                                                                                      |          |
| 536        | Single Channel - Straight 'C' 14.18 SM, 120,000 PSI<br><i>1,701,600 RBM. Heat treated alloy steel; 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm).</i>                                                                                                                                                                                         | \$365.00 |
| 765        | Bumper, Front - Full Width, Chrome Plated Steel - (Included in (90E) Exterior Appearance Group)                                                                                                                                                                                                                                                      | \$490.00 |
| 86C        | Chrome Grille Surround - (Included in (90E) Exterior Appearance Group)                                                                                                                                                                                                                                                                               | \$245.00 |
| Exhaust    |                                                                                                                                                                                                                                                                                                                                                      |          |
| 91D        | Under Cab, Vertical Outlet, Right Side, Switchback-Style - Intrudes 2" into clean CA<br><br>WARNING! The selection of this Exhaust could reduce the available CA dimension.<br><br><i>Single, horizontal muffler, right side under cab outside of frame rail with vertical exhaust passenger side rear corner with heat shield and turnout exit.</i> | \$715.00 |
| Fuel Tanks |                                                                                                                                                                                                                                                                                                                                                      |          |
| 65B        | Fuel Tank - LH 50 Gallon Rectangular - Aluminum                                                                                                                                                                                                                                                                                                      | STD      |
| 12         | 12 Gal. Single Tank Fuel Fill. Mandatory Charge Applied, Based On Tank Selection                                                                                                                                                                                                                                                                     | \$0.00   |

Electrical / Alternator / Battery

Prepared for: Shannon Whitfield

Commissioner, Walker County Govt

Prepared by: Andy Ashford

10/21/2021

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



2022 F-750 Diesel Regular Cab Base (F7D)

Price Level: 215 | Stock No: NDF02295 | VIN: 1FDXF7DE1NDF02295 | Quote ID: Stockdump

As Configured Vehicle (cont'd)

| Code   | Description                                                                                                                                                                                                                                                                        | MSRP     |
|--------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| STDALT | Extra Heavy Duty Alternator - 12-Volt, 200 Amp Denso SC5                                                                                                                                                                                                                           | Included |
| 55M    | Jump Start Stud - Remote Mounted                                                                                                                                                                                                                                                   | \$90.00  |
| STDBAT | Battery - Two 750 CCA, 1500 Total, Includes Steel Battery Box<br><i>12Volt, Motorcraft.</i>                                                                                                                                                                                        | STD      |
| 59C    | Body Builder Wiring - At End of Frame, Combined - (ILO Standard - Back of Cab Combined)<br><i>Includes sealed connectors for 2 ground circuits, with combined left/stop, combined right/stop, stop lamps, back up lamps. Also includes 2 additional pass through wires to cab.</i> | \$135.00 |

Seats

|     |                                                                                      |          |
|-----|--------------------------------------------------------------------------------------|----------|
| 88N | 30/0/30 Air Ride Driver (External Air Source) & Fixed Passenger w/Consolette - Vinyl | \$395.00 |
|-----|--------------------------------------------------------------------------------------|----------|

Cab Interior

|      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |          |
|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 600A | Preferred Equipment Package 600A<br><i>Includes:</i><br><i>- Wheel Seals, Front - Oil lubricated, SKF ScotSeal PlusXL Seals</i><br><i>- Wheel Seals, Rear - Oil lubricated, SKF ScotSeal PlusXL Seals</i><br><i>- Manual Regen Initiation - Driver Interface in Message Center</i><br><i>- Engine Exhaust Brake</i><br><i>- Extra Heavy Duty Alternator - 12-Volt, 200 Amp Denso SC5</i><br><i>- Lights - Roof Marker/Clearance - Amber Lenses, 5 Lights</i><br><i>- Tow Hooks, Front (2) - Frame-Mounted, Painted Black</i><br><i>- Four Body Builder Switches - Mounted in Center Instrument Panel</i><br><i>With connector access located in engine compartment. Amperages vary by switch: 10, 15, 25, 25.</i><br><i>- Floor Covering - Black Vinyl</i><br><i>- Intelligent Oil Life Monitor</i><br><i>- Steering Column - Tilt / Telescoping</i><br><i>- Steering Wheel - Black PVC w/Integral Cruise Control Switches, includes Audio Controls</i> | N/C      |
| 90P  | Power Equipment Group - (Included in (90A) Appearance Group)<br><i>Includes power front side windows, power door locks and door trim panel.</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | \$470.00 |
| 588  | Radio: AM/FM Stereo w/2 Speakers, USB input, Clock Display and Bluetooth                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | STD      |

Cab Exterior

Prepared for: Shannon Whitfield

Commissioner, Walker County Govt

Prepared by: Andy Ashford

10/21/2021

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



2022 F-750 Diesel Regular Cab Base (F7D)

Price Level: 215 | Stock No: NDF02295 | VIN: 1FDXF7DE1NDF02295 | Quote ID: Stockdump

As Configured Vehicle (cont'd)

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

Ship-Thru

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

Miscellaneous

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

Interior Color

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

Exterior Color

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

|                    |             |
|--------------------|-------------|
| SUBTOTAL           | \$81,430.00 |
| Destination Charge | \$2,095.00  |
| TOTAL              | \$83,525.00 |

Prepared for: Shannon Whitfield

Commissioner, Walker County Govt

Prepared by: Andy Ashford

10/21/2021

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

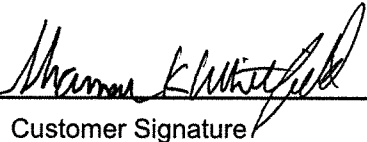


2022 F-750 Diesel Regular Cab Base (F7D)

Price Level: 215 | Stock No: NDF02295 | VIN: 1FDXF7DE1NDFO2295 | Quote ID: Stockdump

Pricing Summary - Single Vehicle

|                                                                                                          |                                  | MSRP         |
|----------------------------------------------------------------------------------------------------------|----------------------------------|--------------|
| Vehicle Pricing                                                                                          |                                  |              |
| Base Vehicle Price                                                                                       |                                  | \$71,345.00  |
| Options                                                                                                  |                                  | \$10,085.00  |
| Colors                                                                                                   |                                  | \$0.00       |
| Upfitting                                                                                                |                                  | \$0.00       |
| Fleet Discount                                                                                           |                                  | \$0.00       |
| Destination Charge                                                                                       |                                  | \$2,095.00   |
| Subtotal                                                                                                 |                                  | \$83,525.00  |
| Pre-Tax Adjustments                                                                                      |                                  |              |
| Code                                                                                                     | Description                      | MSRP         |
| OX DUMP BODY 10                                                                                          | Maverick Dump Body 10            | \$16,751.00  |
| 10 Foot Dump Body with Electric Tarp, Electric brake controller, Pindle hitch with 7 pin 7 Way flat plug |                                  |              |
| FIRE                                                                                                     | FIRE EXTINGUISHER & TRIANGLE KIT | \$275.00     |
| 15292F                                                                                                   | Govt Fleet Concession Management | -\$11,735.00 |
| Total                                                                                                    |                                  | \$88,816.00  |

  
Customer Signature

Acceptance Date

Prepared for: Shannon Whitfield

Commissioner, Walker County Govt

Prepared by: Andy Ashford

10/21/2021

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



2022 F-750 Diesel Regular Cab Base (F7D)

Price Level: 215 | Stock No: NDF02295 | VIN: 1FDXF7DE1NDF02295 | Quote ID: Stockdump

Selected Equip & Specs

Dimensions

- Exterior length: 246.0"
- Exterior width: 96.7"
- Wheelbase: 158.0"
- \* **Rear track: 72.7"**
- Front legroom: 41.4"
- Front hiproom: 67.6"
- Cab to axle: 84.0"
- Exterior height: 94.3"
- \* **Front track: 83.5"**
- Rear tire outside width: 96.0"
- Front headroom: 40.7"
- Front shoulder room: 68.0"

Powertrain

- \* **300hp 6.7L OHV 32 valve intercooled turbo V-8 engine with diesel direct injection**
- federal
- Rear-wheel drive
- Fuel Economy Highway: N/A
- Fuel/water separator
- Standard rear differential
- \* **Right mounted vertical tailpipe**
- Recommended fuel : diesel
- 6 speed automatic transmission with overdrive
- Fuel Economy Cty: N/A
- 50.0 gal. rectangular Left front fuel tank
- \* **Transmission PTO provision**
- Right mounted horizontal muffler

Suspension/Handling

- Front non-independent leaf spring suspension
- Hydraulic power-assist re-circulating ball Steering
- 11.0R22.5 AS front and rear tires
- Rubber auxiliary rear springs
- Rear rigid axle leaf spring suspension
- Front and rear 22.5 x 8.25 wheels
- Dual rear wheels

Body Exterior

- 2 doors
- \* **Chrome door mirrors**
- Side steps
- Clearcoat paint
- Hood mounted grille
- \* **Driver and passenger power remote heated, manual folding door mirrors**
- \* **Chrome bumpers**
- \* **Trailer harness**
- Straight front bumper ends
- Front and rear 22.5 x 8.25 white steel wheels with 10 wheel studs
- 2 front tow hook(s)

Convenience

- Manual air conditioning
- \* **Power front windows**
- \* **Driver and passenger 1-touch down**
- Manual tilt steering wheel
- Wireless phone connectivity
- Cruise control with steering wheel controls
- \* **Driver and passenger 1-touch up**
- \* **Power door locks**
- Manual telescopic steering wheel
- Front cupholders

Prepared for: Shannon Whitfield

Commissioner, Walker County Govt

Prepared by: Andy Ashford

10/21/2021

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



2022 F-750 Diesel Regular Cab Base (F7D)

Price Level: 215 | Stock No: NDF02295 | VIN: 1FDXF7DE1NDFO2295 | Quote ID: Stockdump

Selected Equip & Specs (cont'd)

- Passenger visor mirror
  - Automatic gearshift steering column lever
  - Upfitter switches
- Dual electric horn
  - \* Driver and passenger door bins

Seats and Trim

- Seating capacity of 2
  - Fixed passenger seat
  - Bucket driver seat, Bucket passenger seat
  - \* Driver seat with high back, passenger seat with low back
  - \* 4 way seat direction
  - \* Fixed driver seat headrest,
- Fixed driver seat
  - Driver and passenger armrests
  - \* Folding seat back
  - \* Driver seat air suspension,
  - Manual fore/aft seats

Entertainment Features

- AM/FM stereo radio
  - Steering wheel mounted radio controls
  - Streaming audio
- Auxiliary audio input
  - 2 speakers
  - Fixed antenna

Lighting, Visibility and Instrumentation

- Halogen aero-composite headlights
  - Auto on/off headlights
  - Speed sensitive wipers
  - Front reading lights
  - Oil pressure gauge
  - Trip computer
  - RNDM
- Delay-off headlights
  - Variable intermittent front windshield wipers
  - Light tinted windows
  - Tachometer
  - Oil temperature gauge
  - Trip odometer

Safety and Security

- 4-wheel ABS brakes
  - \* Air brakes
  - \* Power door locks
- Hill hold control
  - ABS traction control
  - With stolen vehicle tracking system

Dimensions

General Weights

|           |             |            |            |
|-----------|-------------|------------|------------|
| * Curb    | 10,588 lbs. | Front GAWR | 12000 lbs. |
| Rear GAWR | 21000 lbs.  | GVWR       | 33000 lbs. |
| GCWR      | 50000 lbs.  |            |            |

Front Weights

|                     |            |                       |             |
|---------------------|------------|-----------------------|-------------|
| * Front curb weight | 6,728 lbs. | * Front axle capacity | 12,000 lbs. |
|---------------------|------------|-----------------------|-------------|

Prepared for: Shannon Whitfield

Commissioner, Walker County Govt

Prepared by: Andy Ashford

10/21/2021

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



2022 F-750 Diesel Regular Cab Base (F7D)

Price Level: 215 | Stock No: NDF02295 | VIN: 1FDXF7DE1NDFO2295 | Quote ID: Stockdump

Selected Equip & Specs (cont'd)

|                               |             |                           |             |
|-------------------------------|-------------|---------------------------|-------------|
| * Front spring rating         | 12,000 lbs. | Front tire/wheel capacity | 12,350 lbs. |
| Rear Weights                  |             |                           |             |
| * Rear curb weight            | 3,860 lbs.  | Rear axle capacity        | 21,000 lbs. |
| * Rear spring rating          | 23,000 lbs. | Rear tire/wheel capacity  | 23,360 lbs. |
| Trailer Type                  |             |                           |             |
| * Harness                     | Yes         |                           |             |
| Fuel Tank type                |             |                           |             |
| Left front Fuel tank capacity | 50.01 gal.  |                           |             |
| Front Frame                   |             |                           |             |
| Height loaded                 | 35 "        | Height unloaded           | 37 "        |
| Rear Frame                    |             |                           |             |
| * Height loaded               | 37 "        | Height unloaded           | 38 "        |

Powertrain

|                     |                         |                   |                        |
|---------------------|-------------------------|-------------------|------------------------|
| Engine Type         |                         |                   |                        |
| Block material      | Iron                    | Cylinders         | V-8                    |
| Head material       | Aluminum                | Ignition          | Compression            |
| Injection           | Diesel direct injection | Liters            | 6.7L                   |
| Orientation         | Longitudinal            | Recommended fuel  | Diesel                 |
| Valves per cylinder | 4                       | Valvetrain        | OHV                    |
| Forced induction    | Intercooled turbo       |                   |                        |
| Engine Spec         |                         |                   |                        |
| Bore                | 3.90"                   | Compression ratio | 16.2:1                 |
| Displacement        | 406 cu.in.              | Stroke            | 4.25"                  |
| Engine Power        |                         |                   |                        |
| * Output            | 300 HP @ 2,500 RPM      | * Torque          | 725 ft.-lb @ 1,500 RPM |
| * Governed RPM      | 3,300                   |                   |                        |
| Alternator          |                         |                   |                        |
| Type                | HD                      | Amps              | 200                    |
| Battery             |                         |                   |                        |
| Cold cranking amps  | 1,500                   | Location          | Forward right          |
| Step                | Yes                     | Type              | Dual                   |
| Engine Extras       |                         |                   |                        |
| * Block heater      | Yes                     |                   |                        |

Prepared for: Shannon Whitfield

Commissioner, Walker County Govt

Prepared by: Andy Ashford

10/21/2021

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



2022 F-750 Diesel Regular Cab Base (F7D)

Price Level: 215 | Stock No: NDF02295 | VIN: 1FDXF7DE1NDFO2295 | Quote ID: Stockdump

Selected Equip & Specs (cont'd)

Transmission

|                    |           |         |     |
|--------------------|-----------|---------|-----|
| Electronic control | Yes       | Lock-up | Yes |
| Overdrive          | Yes       | Speed   | 6   |
| Type               | Automatic |         |     |

Transmission Gear Ratios

|                     |       |     |       |
|---------------------|-------|-----|-------|
| 1st                 | 3.974 | 2nd | 2.318 |
| 3rd                 | 1.516 | 4th | 1.149 |
| 5th                 | 0.858 | 6th | 0.674 |
| Reverse Gear ratios | 3.128 |     |       |

Transmission Torque Converter

|             |      |
|-------------|------|
| Stall ratio | 1.85 |
|-------------|------|

Transmission Extras

|                        |               |                          |     |
|------------------------|---------------|--------------------------|-----|
| Driver selectable mode | Tow/Haul Mode | Sequential shift control | Yes |
| Oil cooler             | Regular duty  | * PTO provision          | Yes |

Drive Type

|      |            |
|------|------------|
| Type | Rear-wheel |
|------|------------|

Drive Feature

|                  |     |
|------------------|-----|
| Traction control | ABS |
|------------------|-----|

Drive Axle

|         |     |
|---------|-----|
| * Ratio | 6.5 |
|---------|-----|

Exhaust

|          |                  |             |        |
|----------|------------------|-------------|--------|
| Material | Aluminized steel | System type | Single |
|----------|------------------|-------------|--------|

Emissions

|      |         |
|------|---------|
| CARB | Federal |
|------|---------|

Engine Retarder

|      |     |
|------|-----|
| Type | Yes |
|------|-----|

Driveability

Brakes

|        |            |              |   |
|--------|------------|--------------|---|
| ABS    | 4-wheel    | ABS channels | 4 |
| * Type | Air brakes |              |   |

Brake Assistance

|                   |     |
|-------------------|-----|
| Hill hold control | Yes |
|-------------------|-----|

Suspension Control

|      |         |
|------|---------|
| Ride | Regular |
|------|---------|

Prepared for: Shannon Whitfield

Commissioner, Walker County Govt

Prepared by: Andy Ashford

10/21/2021

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



2022 F-750 Diesel Regular Cab Base (F7D)

Price Level: 215 | Stock No: NDF02295 | VIN: 1FDXF7DE1NDFO2295 | Quote ID: Stockdump

Selected Equip & Specs (cont'd)

Front Suspension

Independence Non-independent Type Leaf

Front Spring

Type Tapered leaf Grade Regular

Front Shocks

Type Regular

Rear Suspension

Independence Rigid axle Type Leaf

Rear Spring

Type Multi-leaf Grade Regular

Auxiliary Rubber

Steering

Activation Hydraulic power-assist Type Re-circulating ball

Steering Specs

# of wheels 2

Exterior

Front Wheels

Diameter 22.5" Width 8.25"

Rear Wheels

Diameter 22.5" Width 8.25"

Dual Yes

Front Tires

Aspect 82 Diameter 22.5"

Sidewalls BSW Tread AS

Width 11.0" LT load rating G

RPM 497

Rear Tires

Aspect 82 Diameter 22.5"

Sidewalls BSW Tread AS

Width 11.0" LT load rating G

\* RPM 493

Wheels

\* Front track 83.5" \* Rear track 72.7"

Turning radius (to curb) 22' Turning radius (to bumper) 23'

Wheelbase 158.0" Rear tire outside width 96.0"

Prepared for: Shannon Whitfield

Commissioner, Walker County Govt

Prepared by: Andy Ashford

10/21/2021



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

2022 F-750 Diesel Regular Cab Base (F7D)

Price Level: 215 | Stock No: NDF02295 | VIN: 1FDXF7DE1NDFO2295 | Quote ID: Stockdump

Selected Equip & Specs (cont'd)

Body Features

|                     |     |                   |                            |
|---------------------|-----|-------------------|----------------------------|
| Front splash guards | Yes | Body material     | Composite/galvanized steel |
| Side steps          | Yes | Front tow hook(s) | 2                          |

Body Doors

|            |   |
|------------|---|
| Door count | 2 |
|------------|---|

Exterior Dimensions

|                              |             |                          |             |
|------------------------------|-------------|--------------------------|-------------|
| Length                       | 246.0"      | Body width               | 96.7"       |
| Body height                  | 94.3"       | Cab to axle              | 84.0"       |
| Axle to end of frame         | 49.0"       | * Frame section modulus  | 14.2cu.in.  |
| * Frame yield strength (psi) | 120000.0    | * Frame rail depth       | 10.1"       |
| * Frame rail width           | 3.6"        | * Frame rail thickness   | 0.3"        |
| * Max RBM (in.-lbs.)         | 1,780,800.0 | Frame rail section       | 9.5"        |
| Front bumper to Front axle   | 39.0"       | * Nominal RBM (in.-lbs.) | 1,701,600.0 |

Seating

Passenger Capacity

|          |   |
|----------|---|
| Capacity | 2 |
|----------|---|

Driver Seat

|                       |        |              |         |
|-----------------------|--------|--------------|---------|
| Type                  | Bucket | Back         | Folding |
| * Back type           | High   | * Suspension | Air     |
| Way direction control | 4      | Fore/aft     | Manual  |

Driver Headrest

|        |       |
|--------|-------|
| * Type | Fixed |
|--------|-------|

Passenger Seat

|           |        |                         |         |
|-----------|--------|-------------------------|---------|
| Type      | Bucket | * Back                  | Folding |
| Back type | Low    | * Way direction control | 4       |
| Fore/aft  | Manual |                         |         |

Front Armrest

|        |     |           |     |
|--------|-----|-----------|-----|
| Driver | Yes | Passenger | Yes |
|--------|-----|-----------|-----|

Front Seat Trim

|          |       |               |        |
|----------|-------|---------------|--------|
| Material | Vinyl | Back material | Carpet |
|----------|-------|---------------|--------|

Convenience

AC And Heat Type

|                  |        |
|------------------|--------|
| Air conditioning | Manual |
|------------------|--------|

Prepared for: Shannon Whitfield

Commissioner, Walker County Govt

Prepared by: Andy Ashford

10/21/2021

2022 F-750 Diesel Regular Cab Base (F7D)

Price Level: 215 | Stock No: NDF02295 | VIN: 1FDXF7DE1NDFO2295 | Quote ID: Stockdump

Selected Equip & Specs (cont'd)

Audio System

|                       |         |           |              |
|-----------------------|---------|-----------|--------------|
| Auxiliary audio input | Yes     | Radio     | AM/FM stereo |
| Radio grade           | Regular | Seek-scan | Yes          |

Audio Speakers

|              |         |          |   |
|--------------|---------|----------|---|
| Speaker type | Regular | Speakers | 2 |
|--------------|---------|----------|---|

Audio Controls

|                         |     |                 |     |
|-------------------------|-----|-----------------|-----|
| Steering wheel controls | Yes | Streaming audio | Yes |
|-------------------------|-----|-----------------|-----|

Audio Antenna

|      |       |
|------|-------|
| Type | Fixed |
|------|-------|

Cruise Control

|                |                              |
|----------------|------------------------------|
| Cruise control | With steering wheel controls |
|----------------|------------------------------|

Convenience Features

|                              |     |                     |               |
|------------------------------|-----|---------------------|---------------|
| Driver foot rest             | Yes | 12V DC power outlet | 2             |
| *Wireless phone connectivity | Yes | Horn                | Dual electric |
| Upfitter switches            | Yes |                     |               |

Door Lock Activation

|       |       |               |     |
|-------|-------|---------------|-----|
| *Type | Power | *Auto locking | Yes |
|-------|-------|---------------|-----|

Instrumentation Type

|            |        |
|------------|--------|
| Appearance | Analog |
|------------|--------|

Instrumentation Gauges

|                         |     |                   |     |
|-------------------------|-----|-------------------|-----|
| Tachometer              | Yes | Oil pressure      | Yes |
| Engine temperature      | Yes | Oil temperature   | Yes |
| Transmission fluid temp | Yes | Engine hour meter | Yes |
| *Primary air pressure   | Yes |                   |     |

Instrumentation Warnings

|                         |     |             |     |
|-------------------------|-----|-------------|-----|
| Oil pressure            | Yes | Battery     | Yes |
| Lights on               | Yes | Key         | Yes |
| Low fuel                | Yes | Door ajar   | Yes |
| Service interval        | Yes | Brake fluid | Yes |
| Transmission fluid temp | Yes |             |     |

Instrumentation Displays

|       |                  |
|-------|------------------|
| Clock | In-radio display |
|-------|------------------|

Instrumentation Feature

|                 |      |               |     |
|-----------------|------|---------------|-----|
| Trip computer   | Yes  | Trip odometer | Yes |
| Shift indicator | RNDM |               |     |

Prepared for: Shannon Whitfield

Commissioner, Walker County Govt

Prepared by: Andy Ashford

10/21/2021

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



2022 F-750 Diesel Regular Cab Base (F7D)

Price Level: 215 | Stock No: NDF02295 | VIN: 1FDXF7DE1NDFO2295 | Quote ID: Stockdump

Selected Equip & Specs (cont'd)

Steering Wheel Type

Material ..... Urethane      Tilting ..... Manual  
Telescoping ..... Manual

Front Side Windows

\* Window 1st row activation ..... Power

Window Features

\* 1-touch down ..... Driver and passenger      \* 1-touch up ..... Driver and passenger  
Tinted ..... Light

Front Windshield

Wiper ..... Variable intermittent      Speed sensitive wipers ..... Yes

Rear Windshield

Window ..... Fixed

Automatic Gearshift

Location ..... Steering column lever

Interior

Passenger Visor

Mirror ..... Yes

Headliner

Coverage ..... Full      Material ..... Cloth

Floor Trim

Coverage ..... Full      Covering ..... Vinyl/rubber

Trim Feature

Gear shifter material ..... Urethane

Lighting

Dome light type ..... Delay      Front reading ..... Yes  
Variable IP lighting ..... Yes

Floor Console Storage

Type ..... Partial

Storage

\* Driver door bin ..... Yes      Front Beverage holder(s) ..... Yes  
Glove box ..... Yes      \* Passenger door bin ..... Yes  
Dashboard ..... Yes

Legroom

Prepared for: Shannon Whitfield

Commissioner, Walker County Govt

Prepared by: Andy Ashford

10/21/2021

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



2022 F-750 Diesel Regular Cab Base (F7D)

Price Level: 215 | Stock No: NDF02295 | VIN: 1FDXF7DE1NDFO2295 | Quote ID: Stockdump

Selected Equip & Specs (cont'd)

|               |       |
|---------------|-------|
| Front         | 41.4" |
| Headroom      |       |
| Front         | 40.7" |
| Hip Room      |       |
| Front         | 67.6" |
| Shoulder Room |       |
| Front         | 68.0" |

Prepared for: Shannon Whitfield

Commissioner, Walker County Govt

Prepared by: Andy Ashford

10/21/2021

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



2022 F-750 Diesel Regular Cab Base (F7D)

Price Level: 215 | Stock No: NDF02295 | VIN: 1FDXF7DE1NDFO2295 | Quote ID: Stockdump

Warranty

Standard Warranty

|                              |                 |                        |
|------------------------------|-----------------|------------------------|
| <i>Basic</i>                 |                 |                        |
| Distance .....               | Unlimited miles | Months ..... 24 months |
| <i>Powertrain</i>            |                 |                        |
| Distance .....               | Unlimited miles | Months ..... 24 months |
| <i>Corrosion Perforation</i> |                 |                        |
| Distance .....               | Unlimited miles | Months ..... 36 months |
| <i>Roadside Assistance</i>   |                 |                        |
| Distance .....               | Unlimited miles | Months ..... 24 months |
| <i>Diesel Engine</i>         |                 |                        |
| Distance .....               | 250,000 miles   | Months ..... 60 months |
| <i>Transmission</i>          |                 |                        |
| Distance .....               | 250,000 miles   | Months ..... 60 months |
| <i>Frame Rail</i>            |                 |                        |
| Distance .....               | Unlimited miles | Months ..... 60 months |

PROFESSIONAL SERVICES AGREEMENT TO PROVIDE  
CONSULTING AND RELATED SERVICES

THIS AGREEMENT is entered into by and between Retail Strategies, LLC, an Alabama limited liability company (hereinafter referred to as "Consultant") and Walker County, Georgia (hereinafter referred to as "Client") on this the 28<sup>th</sup> day of October 2021, ( the "Effective Date") as follows:

WHEREAS, the Client desires to have performed those consultation services identified on Exhibit A attached hereto by Consultant (the "Project"); and,

WHEREAS, Consultant has agreed to provide professional consulting services for the Project to Client as further set forth below.

W-I-T-N-E-S-S-E-T-H:

NOW, THEREFORE, this agreement is made and entered into on the date first above written by and between the Client and Consultant, by which Consultant will provide professional consulting and related services to the Client as hereinafter specified:

1. SCOPE OF SERVICES

Consultant hereby agrees to provide professional services for Client in the form of consulting and related services for the Project as set out in Exhibit A. These professional services are consulting services and not that of a contractor or other provider.

2. TERM

The Term of this Agreement shall commence upon the Effective Date and terminate immediately following the Client's completion of the Retail Academy USDA RBDG Grant Program as set forth in Exhibit A from date of execution until June 30, 2022.

3. COMPENSATION

(a) Consultant Payment. In consideration for providing the Services, the Client agrees to pay the Consultant a consulting fee (the "Consulting Fee") in an amount equal to \$10,000. The Consulting Fee will be paid in installments of immediately available funds as follows:

| Quarterly Period    | Payment Date                      | Payment Amount |
|---------------------|-----------------------------------|----------------|
| November - December | Upon invoice sent<br>December 1st | \$3,000        |
| January – March     | Upon invoice sent<br>March 1st    | \$6000         |
| April – June        | Upon invoice sent<br>June 1st     | \$1000         |

Client must remit payment within fifteen (15) days of receipt of invoice. Compensation shall be fully earned when paid and as such is nonrefundable.

(b) **Payment Default.** If the Client fails to pay any portion of the Consulting Fee on the requisite payment date, the Consultant will immediately cease all Services as set forth in Exhibit A.

#### **4. CLIENT RESPONSIBILITIES**

(a) **Information and Access.** In addition to paying Consultant for services according to the preceding paragraph, the Client shall also provide for Consultant: Access to its relevant personnel, facilities, and materials including, but not necessarily limited to, those items specified in Consultant's proposal to Client, and such records, reports, and information as reasonably requested by Consultant and in Client's possession. Any information provided by Client that is marked "confidential" shall not be disclosed in any form by Consultant without the prior written approval of Client.

(b) **Scheduling of Workshop.** The Parties understand and agree that the Retail Academy Workshop will take place in a location chosen by client and the time must be agreed upon by Consultant and Client a minimum of sixty (60) days prior to Workshop taking place.

#### **5. INTELLECTUAL PROPERTY**

The Client and Consultant, jointly and separately, acknowledge and agree that the intellectual property of both parties shall remain owned by the respective party. With the exception of Consultant's periodic and final reports generated for performance of this agreement to or for the Client (which shall belong to Client), reports, memorandums, electronic mail, facsimile transmissions and other written and prepared documents shall be owned by the party who authored, generated or who originally possessed the same and nothing in this agreement shall contravene said rights. The Client acknowledges that all intellectual property developed during the course of this agreement by Consultant shall belong exclusively to Consultant. However, the Client may utilize any of the foregoing for and on behalf of its internal operations, but will take steps reasonably necessary with its employees with respect to the use, copying, protection and security of the foregoing. All strategic plans and other materials delivered by Consultant to Client shall belong to Client.

#### **6. APPLICABLE LAWS**

Consultant, in its role as a professional service provider of consulting services, shall abide by all laws, rules and regulations applicable to such services.

7. **INSURANCE**

Consultant shall carry all appropriate and necessary insurance to be in compliance with state and federal laws regarding the insurance coverage of its employees.

8. **DEFAULT AND TERMINATION**

(a) **Default Termination.** In the event Consultant should violate any of the terms of this Agreement, Client shall provide Consultant with written notice of such default. Consultant shall have a period of thirty (30) days following such notice to cure any alleged deficiencies. Should Consultant fail to cure such default in the time period provided, Client shall be permitted to terminate this Agreement. All fees previously paid by Client to Consultant are understood to be fully earned when paid and are not subject to refund following any termination hereunder.

(b) **Automatic Termination.** This Agreement shall automatically terminate upon the completion of the Retail Academy but no later than six (12) months after the Execution Date.

9. **NOTICES/PARTIES REPRESENTATIVES**

All notices, bills, invoices and reports required by this agreement shall be sufficient if sent by the parties hereto in the United States Mail, postage prepaid thereon to the addresses noted below:

Client:

Walker County, Georgia  
Attn: Chairperson, Board of Commissioners  
P.O. Box 445  
101 South Duke Street  
LaFayette, GA 30728

Consultant:

Retail Strategies, LLC  
2200 Magnolia Ave. South, Suite 100  
Birmingham, AL 35205  
Email: sleara@retailstrategies.com  
Fax: (205) 313-3677  
Attention: Steve Leara

10. **INDEPENDENT CONTRACTOR**

While Consultant's role will be that of consultant to the Client, Consultant shall be and remain an independent contractor and not act in the role of an agent or legal representative on behalf of the Client. Consultant shall not have the authority to bind or obligate the Client, its officers, agents or employees.

11. **MISCELLANEOUS**

**Third Party Beneficiaries:** It is the intent of the parties hereto that there shall be no third party beneficiaries to this agreement.

**Final Integration:** This agreement, together with any exhibits or amendments hereto, constitutes the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. All written or oral understandings and agreements heretofore had between and among the parties are merged into this agreement, which alone fully and completely expresses their understandings. No representation, warranty, or covenant made by any party which is not contained in this agreement or expressly referred to herein have been relied on by any party in entering into this agreement.

**Force Majeure:** Neither party to this agreement shall hold the other party responsible for damages or delay in performance caused by acts of God, strikes, lockouts or other circumstances beyond the reasonable control of the other or the other party's employees, agents or contractors.

**Amendment in Writing:** This agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by all of the parties.

**Binding Effect:** This Agreement shall bind the parties and their respective personal representatives, successors, and assigns. If any provision in this agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**Captions:** The captions of this agreement are for convenience and reference only, are not a part of this agreement, and in no way define, describe, extend, or limit the scope or intent of this agreement.

**Construction:** This agreement shall be construed in its entirety according to its plain meaning and shall not be construed against the party who provided or drafted it.

**Governing Law:** This Agreement shall be construed under the laws of the State of Georgia.

**Prohibition on Assignment and Delegation:** No party to this agreement may assign or delegate its interests or obligations hereunder without the written consent of all other parties hereto obtained in advance of any such assignment or delegation. No such assignment or delegation shall in any manner whatsoever relieve any party from its obligations and duties hereunder and such assigning or delegating party shall in all respects remain liable hereunder irrespective of such assignment or delegation.

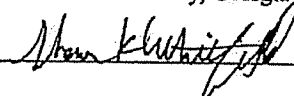
**Waiver:** Non-enforcement of any provision of this agreement by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remaining terms and conditions of the agreement.

**Agreement Date/Counterparts:** The date of this agreement is intended as and for a date for the convenient identification of this agreement and is not intended to indicate that this agreement was necessarily executed and delivered on said date. This instrument may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

**Brokerage Rights:** Client acknowledges that affiliates of Consultant act in the capacity of a real estate brokerage service business and may earn fees for services including brokerage, development, leasing and management fees in the performance of such affiliates services which may encompass a portion of the Project. In no event will the Client be responsible for any such fees, to the extent they are earned pursuant to this paragraph.

CLIENT: Walker County, Georgia

By



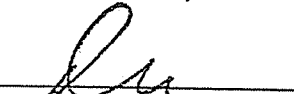
Title County Commission Chairperson

Date 10-28-2021

CONSULTANT:

RETAIL STRATEGIES, LLC

By



Title Principal / CEO

Date 11/2/2021

## EXHIBIT A

*This section outlines the Services which Retail Strategies (the "consultant") will provide to Walker County, Georgia (the "client").*

### **A. Research**

1. Identification of retail trade area using political boundaries, drive times and radii and custom boundary geographies
2. Custom demographic research – historical, current, and projected demographics – to include market trade areas by political boundaries, radius/drive times, and custom trade area
3. Retail Gap Analysis for trade area (i.e. leakage and surplus)
4. Peer Market Identification and Trade Area Comparison Analysis
5. Peer Market Retailer Void Analysis
6. Consumer Spending Patterns and Behavior Report
7. Tapestry Lifestyle Segmentation Analysis – psychographic profile of trade
8. Identification of priority retail categories for recruitment and/or local expansion
9. Retail Prospect List- Identification of at minimum 10 retail prospects to be targeted for recruitment
10. Retail Site Selection Criteria for retail prospects

### **B. Real Estate Analysis**

1. Retail Real Estate Analysis performed by licensed retail real estate professionals
2. Create Aerial imagery of trade area(s)
3. Identify Target Zones for short and long term retail development

### **C. Marketing Materials**

1. Development of Customized Marketing Guide

### **D. Retail Academy**

1. Education on Retail Recruitment Implementation
2. One (1) Retail Academy Workshop, totaling six (6) hours

Applicant: Clay Tracy  
Map & Parcel: 0-351-005 Zoned R-2  
~~Rezone from:~~ \_\_\_\_\_ to: \_\_\_\_\_

**PLANNING COMMISSION RECOMMENDATION:**

\_\_\_\_\_  
APPROVED AS SUBMITTED  
10-21-2021 APPROVED WITH CONDITIONS Rental will be 14 day limit  
\_\_\_\_\_  
TABLED  
\_\_\_\_\_  
DENIAL

**COMMISSIONERS FINAL DECISION:**

\_\_\_\_\_  
APPROVED AS SUBMITTED  
Mann K. Kuchel APPROVED WITH CONDITIONS 14 day Rental  
\_\_\_\_\_  
TABLED  
\_\_\_\_\_  
DENIAL

The following disclosure is required of the applicant(s) by Section 36-67A-3 of O.C.G.A. The following is for disclosure purposes only and does not disqualify the petition.  
Within the past two years, have you made either campaign contributions totaling \$250.00 or more and/or given gifts having value of \$250.00 or more to a local government official who will be responsible for making a recommendation or decision on the application? YES ( ) NO ( ). If so, then on a separate page, please furnish the following information.

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

Signature of Petitioner/Owner:

Clay Tracy 9-2-21  
OWNER DATE

\_\_\_\_\_  
PETITIONER DATE



**RESOLUTION R-051-21**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF WALKER COUNTY TO  
AUTHORIZE THE CHAIRPERSON TO EXECUTE ANY AND ALL DOCUMENTS  
PERTAINING TO THE ARPA CORONAVIRUS STATE FISCAL RECOVERY FUND**

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

**WHEREAS**, the Board has the authority to authorize and provide for the execution of contracts; and

**WHEREAS**, the Chairperson administers the affairs and day-to-day business of the county;

**THEREFORE, BE IT RESOLVED** by the Board of Commissioners of Walker County, that the Board Chairperson is hereby authorized and empowered to take all action necessary or appropriate in the execution of any and all written instruments pertaining to Georgia's ARPA Coronavirus State Fiscal Recovery Fund on behalf of Walker County, Georgia.

**SO RESOLVED AND ADOPTED** this 28<sup>th</sup> day of October, 2021.

**ATTEST:**

REBECCA WOODEN, County Clerk

**WALKER COUNTY, GEORGIA**

SHANNON K. WHITFIELD, Chairman



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

STATE FISCAL RECOVERY FUND  
TERMS AND CONDITIONS  
FOR PUBLIC SAFETY OFFICIALS AND  
FIRST RESPONDERS PAY SUPPLEMENT

## About This Document

This agreement (the “Grant Agreement” or “Agreement”) is entered into between the State of Georgia (the “State”) and the undersigned grantee (“Grantee”) (hereinafter collectively referred to as the “Parties”). This Grant Agreement sets forth the terms and conditions applicable to payments distributed by the State in the form of payments using grant funds to the Grantee from the State Fiscal Recovery Fund (SFRF) established within Section 602 of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act (ARPA), Pub. L. No. 117-2 (03/11/2021), (hereinafter referred to as “Grant”). The Grantee’s official representative, whose signature appears below, will execute the interest and responsibilities of the Grantee.

These requirements are in addition to those that can be found within the grant management system administered by the Governor’s Office of Planning and Budget (“OPB”), GeorgiaGrants (formerly known as GeorgiaCares), to which the Grantee agrees when accepting the Grant. Other state and federal requirements and conditions may apply to the Grant, including but not limited to 2 C.F.R. § 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and applicable subparts; the State funding announcement under which Grant payments are distributed; and any applicable documents referenced in the documents listed above.

To the extent the terms and conditions of this Grant Agreement do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this Grant Agreement and in all cases, according to its fair meaning. The Grantee acknowledges that it and its counsel have reviewed this Grant Agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Grant Agreement. Any vague, ambiguous or conflicting terms shall be interpreted and construed in such a manner as to accomplish the purpose of the Grant Agreement.

## 1. Definitions

1.1 As used in this Agreement, the following terms shall have the following meanings:

1. **“ARPA”** means H.R. 1319, the federal American Rescue Plan Act of 2021, Pub. L. No. 117-2 (03/11/2021).
2. **“Coronavirus State Fiscal Recovery Funds”** or **“CSFRF”** means the fund established within Section 602 of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act (ARPA), Pub. L. No. 117-2 (03/11/2021).
3. **“GeorgiaGrants (formerly known as GeorgiaCares)”** means the grant management system administered by OPB to facilitate distribution or reimbursement of allowable expenditures of CSFRF to the Grantee.
4. **“Grant”** means the payments distributed by the State in the form of a grant to the Grantee from the CSFRF.
5. **“Grant Agreement”** or **“Agreement”** means this agreement between the State of Georgia and the Grantee as defined by the CSFRF Terms and Conditions and its incorporated documents.
6. **“Grantee”** means the undersigned entity.
7. **“Public Safety Officials and First Responders”** Means individuals who hold active, valid certifications as law enforcement officers, jail or prison officers, or communications officers from the Georgia Peace Officer Standards and Training Council (POST); as firefighters from the Georgia Firefighter Standards and Training Council (GFSTC); or as emergency services workers from the Georgia Department of Public Health; who are employed full-time (or an average of 40 hours per week) in roles requiring their respective certifications, or who are volunteer firefighters in active standing on their department’s roster as submitted to GFSTC.
8. **“OPB”** means the Governor’s Office of Planning and Budget.
9. **“Parties”** means collectively the parties to this Agreement, namely, the State and the Grantee.
10. **“State”** means the State of Georgia.

## **2. General Requirements and Conditions**

### **2.1 Applicability of Grant Agreement and Provisions**

This Grant Agreement is subject to the additional terms, conditions and requirements of other laws, rules, regulations, and plans recited herein and is intended to be the full and complete expression of and constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior and contemporaneous understandings, agreements, promises, representations and terms and conditions, both oral and written, are superseded and replaced by this Grant Agreement.

Notwithstanding any expiration or termination of this Grant Agreement, the rights and obligations pertaining to the Grant close-out, cooperation and provision of additional information, return of Grant funds, audit rights, records retention, public information and any other provision implying survivability shall remain in effect after the expiration or termination of this Grant Agreement.

### **2.2 Legal Authority**

The Grantee certifies that it possesses legal authority to enter into this Grant Agreement and accept payments for which the Grantee is eligible pursuant to the funding announcement. By submitting requests or receiving reimbursement for requests made within the scope of this Grantee Agreement, Grantee certifies that it is an employer of qualified public safety officials and first responder personnel and is authorized to submit such requests as defined in this Agreement, and that requests for payment will be based on the Grantee's active payroll or active volunteer firefighter roster as of August of 2021.

Grantee hereby represents and warrants that it has the power and is duly authorized to enter into this Grant Agreement with regard to all matters described herein upon the terms set forth and that the persons executing this Agreement on behalf of Grantee are the authorized agents of Grantee for the purpose of executing this Agreement. The Parties acknowledge and agree that this Agreement constitutes a valid and legally binding obligation of each Party, enforceable in accordance with its terms.

### **2.3 Grant Acceptance**

The state funding announcement remains an offer until the fully and appropriately executed copy of this Grant Agreement is received by OPB. Upon approval of the Grant Agreement, OPB or its designee will issue a statement of confirmation or acceptance ("funding announcement") to the Grantee through Grantee's representative listed in Section 1.20 of this Agreement, upon receipt of which the Grantee may begin submissions to Georgia Grants (formerly known as GeorgiaCares) for reimbursement as specified in this Agreement.

### **2.4 Performance Period**

Funding has been authorized for eligible payments to be made by the Grantee during the

performance period for this Grant which is between October 1, 2021 and December 31, 2021 or the date of exhaustion of funding for the purpose of this Grant as solely determined by OPB, whichever is earlier (“performance period”). All funds must be expended before the end of the liquidation period as referenced in Section 7.6. The Grantee must submit their request for payment through GeorgiaGrants (formerly known as GeorgiaCares) for this Grant by no later than December 31, 2021. The state will not be obligated to reimburse expenses incurred prior to or after the performance period.

## 2.5 General Responsibility and Compliance

Employers of public safety officials and first responders must submit a request on behalf of their qualifying employees. Local governments, including municipal and county governments, must apply on behalf of all qualifying employees within their jurisdiction. Local governments must submit a separate payment request for each department within their jurisdiction. Payroll information must show each employee’s name, position title, active pay status, full time status, certification title and number, and reflect that the individual was an employee during the period between August 1 and August 31 of 2021. Due to the volume of requests for reimbursement and the limited performance period, Grantee is solely responsible for determining the accuracy of documentation submitted for submitted under this Agreement.

Grant funds may only be used to provide a \$1,000 supplement for full-time public safety officials and first responders or \$300 supplement for volunteer firefighters and associated federal payroll taxes. Payments to individuals are classified as taxable wages. The Grantee is responsible for paying all federal payroll taxes and reflecting payments to recipients on forms W-2 or 1099 as applicable. Payments will be made directly to the Grantee only.

Qualifying employees must hold a valid and active certification as a law enforcement officer, jail officer, communications officer, firefighter, or emergency medical technician from the state from either the Georgia Peace Officer Standards and Training Council (POST), Georgia Firefighter Standards and Training Council (GFSTC), or Department of Public Health (DPH) and currently serve full-time in a position requiring such certification. Qualifying individuals who work as a first responder in two or more jurisdictions may only receive a supplement through their primary employer. The Grantee is responsible for ensuring that payments are only made to individuals for whom they are the primary employer. The Grantee must remit to the Office of Planning and Budget any funds received for an individual who has received the supplemental payment through another employer.

In addition to prohibited costs set forth under Section 6 of this Agreement, grant funds may not be used to supplant any other announced supplemental or premium pay for public safety officials or first responders or for other salaries, wages, overtime costs, insurance, employee fringe benefits, or other indirect expenses associated with administration or processing.

Requests for payments for eligible staff must be received by December 31, 2021 or the date of exhaustion of funding as solely determined by OPB, whichever is earlier. The Grantee will be responsible for submitting the required documentation for reimbursement as specified by OPB through GeorgiaGrants (formerly known as GeorgiaCares).

Recipients of CSFRF Grant funds must adhere to any applicable federal and state statutes, rules, or regulations as applicable in the expenditure of these funds, and including but not limited to Executive Orders issued by the Governor; requirements, guidelines, and directives issued by OPB for GeorgiaGrants (formerly known as GeorgiaCares). The Grantee also certifies that it is subject to the requirements of Ga. Comp. R. & Regs. r. 111-8-56-.01 *et seq.* governing Grantees. In the event that one or more provisions of said applicable state statutes, rules, or regulations shall conflict with the applicable federal laws, rules, or regulations, the federal law, rule, or regulation shall control, however, in the event that the state statute, rule, or regulation is more restrictive it shall control.

The Grantee certifies compliance with these eligible expenses by executing this Grant Agreement, including the American Rescue Plan Act CSFRF Eligibility Certification Form in Exhibit C, which is attached hereto and incorporated for all purposes.

The Grantee is responsible for the integrity of the documents submitted through GeorgiaGrants (formerly known as GeorgiaCares) in support of claims for payments of expenditures; accountability for all funds awarded; and compliance with state guidelines, policies and procedures and applicable federal and state laws and regulations.

The Grantee will document appropriate protocols and procedures to support the types of expenditures claimed for reimbursement and to ensure that all terms, conditions and specifications of the Grant are met.

The Grantee agrees to maintain an accounting system or process integrated with adequate internal fiscal and management controls to capture and report Grant data with accuracy, providing full accountability for expenditures. This system or process shall provide reasonable assurance that the Grantee is managing federal and state financial assistance programs in compliance with all applicable laws and regulations, including the reporting requirements outlined by the United States Department of the Treasury, except that records pertaining to this Grant Agreement must be retained for the period indicated in Section 5.4 of this Agreement.

## 2.6 Amendments and Changes to the Grant Agreement

The state may make changes to the Grant. Changes include, but are not limited to, modifying the scope of the Grant Project, adding funds to previously un-awarded cost items or categories, or changing funds in any awarded cost items or category. In the event the State determines that changes are necessary to the Grant award document after an award has been made, including changes to the performance period or terms and conditions, the Grantee will be notified of the changes in writing, and any such changes shall be documented in GeorgiaGrants (formerly known as GeorgiaCares).

The Grantee has no right or entitlement to payment or reimbursement with Grant funds. The Grantee agrees that nothing in this Grant Agreement will be interpreted to create an obligation or liability of the state in excess of the availability of funds for reimbursement as described in the funding announcement. The Grantee agrees that any act, action or representation by either party,

their agents or employees that purports to waive or alter the terms of this Grant Agreement or increase the maximum liability of the state is void unless an amendment to this Grant Agreement is consented to by both parties in writing and is documented in GeorgiaGrants (formerly known as GeorgiaCares). Notwithstanding this requirement, it is understood and agreed by the parties hereto that changes in local, state and federal rules, regulations or laws applicable hereto may occur during the term of this Grant Agreement and that any such changes shall be automatically incorporated into this Grant Agreement without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law.

## 2.7 Public Information and Meetings

Notwithstanding any provisions of this Grant Agreement to the contrary, the Grantee acknowledges that the State of Georgia, OPB, and this Grant Agreement are subject to the Georgia Open Records Act, O.C.G.A. § 50-18-71, *et seq* (ORA). The Grantee acknowledges that OPB will comply with the ORA, as interpreted by judicial opinions and opinions of the Attorney General of the State of Georgia.

The Grantee acknowledges that information created or exchanged in connection with this Grant Agreement, including all reimbursement documentation submitted to OPB, is subject to the ORA, whether created or produced by the Grantee or any third party, and the Grantee agrees that information not otherwise excepted from disclosure under the ORA will be available in a format that is accessible by the public at no additional charge to OPB or the State. The Grantee will cooperate with the State and OPB in the production of documents or information responsive to a request for information.

## 2.8 Remedies for Non-Compliance

If the State determines that the Grantee fails to comply with any term of this Grant Agreement, whether stated in a federal or state statute or regulation, an assurance, a state plan or application, a funding announcement, or any other applicable requirement, the State, in its sole discretion, may take actions including:

1. Imposing sanctions;
2. Temporarily withholding payments pending correction of the deficiency or imposing a corrective action plan intended to bring the Grantee into compliance with this Grant Agreement. A corrective action plan shall be a compulsory set of actions mandated by OPB that will ensure the Grantee will take certain actions to bring it into compliance with the terms of this Grant Agreement. If the Grantee fails to complete any imposed corrective action plan within 60 days, OPB reserves the right to require the Grantee to return any previous Grant fund reimbursements in a manner and timeframe as determined by OPB;
3. Requiring the Grantee to return or offset previous reimbursements to OPB in a manner and timeframe as determined by OPB. By entering into this Grant Agreement, Grantee specifically accepts and acknowledges that any noncompliance with the terms of this Grant Agreement shall entitle the State to implement this remedy, regardless of whether or not the previous

reimbursements were made for allowable costs;

4. Disallowing or denying use of funds for all or part of the cost of the activity or action not in compliance;
5. Disallowing claims for reimbursement;
6. Wholly or partially suspending or terminating the Grant;
7. Prohibiting the Grantee from applying for or receiving additional funds for other grant programs administered by the State until repayment to OPB is made and any other compliance or audit finding is satisfactorily resolved; or
8. Taking other remedies or appropriate actions.

If OPB elects to implement whole or partial suspension or termination of the Grantee's Grant in accordance with this Section of the Grant Agreement, the Grantee's costs resulting from Grant eligible expenditures incurred during any such suspension or after termination of the Grant are not allowable costs unless OPB expressly authorizes them either in the notice of suspension or termination or subsequently.

The State, at its sole discretion, may impose sanctions without first requiring a corrective action plan.

The Grantee acknowledges and agrees that the State has the rights and remedies stated above and any other rights and remedies set forth in this Grant Agreement which are fair and reasonable, and further acknowledges and agrees that no action taken by the State to assert or enforce any of these rights or remedies shall excuse the Grantee from performance of its obligations under this Agreement.

To the extent allowed by law, the Grantee waives any claims to dismiss obligations to pay the State for amounts owed due to non-compliance stemming from the Grantee's actions to dissolve, become insolvent, seek bankruptcy protection, or exercise other actions appearing to affect its ability to pay.

## 2.9 False Statements by Grantee

By acceptance of this Grant Agreement, the Grantee makes all the statements, representations, warranties, guarantees, certifications, and affirmations included in this Grant Agreement. If applicable, the Grantee will comply with the requirements of 31 U.S.C. § 3729-3733, which set forth that no grantee of federal payments shall submit a false claim for payment.

If any of the statements, representations, certifications, affirmations, warranties or guarantees are false or if the Grantee signs or executes this Grant Agreement with a false statement or it is subsequently determined that the Grantee has violated any of the statements, representations, warranties, guarantees, certifications or affirmations included in this Grant Agreement, then the

State may consider this action or activity a possible default under this Grant Agreement and may terminate or void this Grant Agreement for cause and pursue other remedies available to the State under this Grant Agreement and applicable law. False statements or claims made in connection with grants may result in fines, imprisonment, and debarment from participating in federal grants or contracts and/or any other remedy available by law, potentially including the provisions of 31 U.S.C. § 3801-3812, which details the administrative remedies for false claims and statements made.

#### 2.10 Conflict of Interest Safeguards

The Grantee will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain, whether for themselves or others, particularly those with whom they have family, business, or other ties. The Grantee will operate with complete independence and objectivity without actual, potential or apparent conflict of interest with respect to its performance under this Grant Agreement in accordance with Title 45 Chapter 10 of the O.C.G.A., 18 U.S.C. § 666, 18 U.S.C. § 1031, and 2 C.F.R. § 200.318.

#### 2.11 Fraud, Waste and Abuse

The Grantee acknowledges and assents that the State of Georgia shall not tolerate fraud, waste or misuse of funds received from any state entity (*See* Title 45 Chapter 10 of the O.C.G.A.) and that any violation of state or federal law, state policies or standards of ethical conduct shall result in penalties including, but not limited to, suspension of current and future funds or reimbursement, suspension or debarment from federal and state grants, recoupment of monies reimbursed or provided under an award, remedies set forth in 2 C.F.R. § 200.338, and civil and/or criminal penalties.

In the event the Grantee becomes aware of any allegation or a finding of fraud, waste or misuse of funds received from OPB that is made against the Grantee or of fraud, waste, false statements, or other errors in any submission for reimbursement, the Grantee is required to immediately report said allegation or finding to the U.S. Department of the Treasury Office of the Inspector General<sup>1</sup> and to OPB and must continue to inform OPB of the status of any such on-going investigations. The Grantee must also promptly refer to OPB as well as the appropriate federal authorities, including, but not limited to, the U.S. Department of the Treasury Office of the Inspector General, any credible evidence that a principal, employee, agent, grantee, contractor, subcontractor or other person has -- (1) submitted a claim for reimbursement or award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving reimbursement or award funds. Grantees must also immediately notify OPB in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Grantees must notify the local prosecutor's office of any possible criminal

---

<sup>1</sup> See 2 C.F.R. § 200.113. Disclosure, in a timely manner, to the Federal awarding agency or pass-through entity is mandatory for all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in 2 C.F.R. § 200.338.

violations. Grantees must immediately notify OPB in writing if this Grant Project or personnel, as it pertains to the scope of this Grant, become involved in any litigation, whether civil or criminal, and the Grantee must immediately forward a copy of any demand, notices, subpoenas, lawsuits or indictments to OPB.

## 2.12 Termination of the Agreement

The State may, at its sole discretion, terminate this Grant Agreement, without recourse, liability or penalty against the State, upon written notice to the Grantee. In the event the Grantee fails to perform or comply with an obligation or a term, condition or provision of this Grant Agreement, the State may, upon written notice to the Grantee, terminate this Grant Agreement for cause, without further notice or opportunity to cure. Such notification of termination for cause will state the effective date of such termination, and if no effective date is specified, the effective date will be the date of the notification.

The State and the Grantee may mutually agree to terminate this Grant Agreement at any time. The State, in its sole discretion, will determine if, as part of the agreed termination, the Grantee is required to return any or all of the reimbursed funds.

Termination is not an exclusive remedy but will be in addition to any other rights and remedies provided in equity, by law or under this Grant Agreement, including those remedies listed at 2 C.F.R. § 200.207 and 2 C.F.R. § 200.338 – 200.342. Following termination by the State, the Grantee shall continue to be obligated to OPB for the return of reimbursed Grant funds in accordance with applicable provisions of this Grant Agreement. In the event of termination under this Section, the State may elect to reimburse the Grantee but any such reimbursement shall be limited to allowable costs incurred and paid by the Grantee prior to the effective date of termination. Termination of this Grant Agreement for any reason or the expiration of this Grant Agreement shall not release the parties from any liability or obligation set forth in this Grant Agreement that is expressly stated to survive any such termination or expiration.

## 2.13 Limitation of Liability

TO THE EXTENT ALLOWED BY LAW, THE GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF GEORGIA, OPB AND/OR THEIR OFFICERS, REGENTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM, ANY ACTS, OMISSIONS, OR NEGLIGENCE OF THE GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THIS GRANT AGREEMENT, ANY PURCHASE ORDERS, INVOICES, OR OTHER PROOF OF INCURRED EXPENSES ISSUED UNDER OR SUBMITTED FOR REIMBURSEMENT PURSUANT TO THIS GRANT AGREEMENT, AND ANY MATTERS CONCERNING THE ADMINISTRATION, SUFFICIENCY, OR ACCURACY OF COVID-19 TESTING SERVICES, SUPPLIES OR RESULTS THEREFROM. THE DEFENSE SHALL BE COORDINATED BY THE GRANTEE WITH THE OFFICE OF THE GEORGIA ATTORNEY GENERAL WHEN

STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND THE GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE GEORGIA ATTORNEY GENERAL. THE GRANTEE AND THE STATE AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

The Grantee agrees that no provision of this Grant Agreement is in any way intended to constitute a waiver by the State, OPB, or their officers, regents, employees, agents, or contractors, of any privileges, rights, defenses, remedies, or immunities from suit and liability that OPB or the State may have by operation of law.

#### 2.14 Dispute Resolution

The parties' designees will meet as needed to implement the terms of this Grant Agreement and will make a good faith attempt to informally resolve any disputes.

Notwithstanding any other provision of this Grant Agreement to the contrary, unless otherwise requested or approved in writing by OPB, the Grantee shall continue performance and shall not be excused from performance during the period any breach of this Grant Agreement, claim or dispute is pending.

The laws of the State of Georgia govern this Grant Agreement and all disputes arising out of or relating to this Grant Agreement, without regard to any otherwise applicable conflict of law rules or requirements. Venue for any action, suit, litigation, or other proceeding arising out of or in any way relating to this Grant Agreement shall be commenced exclusively in the Superior Court of Fulton County, Georgia.

The Grantee hereby irrevocably and unconditionally consents to the exclusive jurisdiction of the court referenced above for the purpose of prosecuting and/or defending such litigation. The Grantee hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that the Grantee is not personally subject to the jurisdiction of the above-named courts; the suit, action or proceeding is brought in an inconvenient forum; and/or the venue is improper.

#### 2.15 Liability for Taxes

The Grantee agrees and acknowledges that Grantee is entirely responsible for the liability and payment of Grantee and Grantee's employees' wages, insurance, and taxes of whatever kind, arising out of or related to the performances in this Grant Agreement. The Grantee agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and workers' compensation. Neither OPB nor the State shall be liable to the Grantee, its employees, its agents or others for the payment of taxes or the provision of unemployment insurance or workers' compensation or any benefit available to a State employee or employee of OPB.

## 2.16 Required Assurances

The Grantee must comply with the applicable Grantee Assurances, which are attached hereto and incorporated for all purposes as Exhibit A.

## 2.17 System for Award Management (SAM) Requirements

To the extent applicable to Grantee's reimbursement under this Grant, the Grantee agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) or with a successor government-wide system officially designated by OMB and, if applicable, the federal funding agency. These requirements include maintaining current registrations and the currency of the information in SAM. The Grantee will review and update information at least annually until submission of the final financial report required under the award or receipt of final payment, whichever is later, as required by 2 C.F.R. § 25.

The Grantee will comply with 2 C.F.R. § 180 that implement Exec. Order 12549, 3 C.F.R. 189 (1986) and Exec. Order 12689, 3 C.F.R. 235 (1989) that requires "a contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM)", in accordance with the OMB guidelines at 2 C.F.R. Part 180 that implement Exec. Order 12549, 3 C.F.R. 189 (1986) and Exec. Order 12689, 3 C.F.R. 235 (1989), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority. The Grantee certifies it will verify each vendor's status to ensure the vendor is not debarred, suspended, otherwise excluded or declared ineligible by checking the SAM before doing/renewing business with that vendor.

The Grantee certifies by executing Exhibit B of this Agreement that it and its principals are eligible to participate in this Grant Agreement and have not been subjected to suspension, debarment or similar ineligibility determined by any federal, state or local governmental entity; the Grantee is in compliance with the State of Georgia statutes and rules relating to procurement; and the Grantee is not listed in the federal government's terrorism watch list as described in federal Exec. Order 13224, 3 C.F.R. § 2001 Comp. p. 49077.

## 2.18 No Obligation by Federal Government

The parties acknowledge and agree that the federal government is not a party to this Grant Agreement and is not subject to any obligations or liabilities to either party, third party or subcontractor pertaining to any matter resulting from this Grant Agreement.

## 2.19 Notice

Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail with return receipt requested, to a party hereto and shall be addressed to the person who signed the Grant Agreement on behalf of the party at the address set forth below or to such other address as the parties may designate by notice from time to time in accordance with this Grant Agreement.

If to Grantee:

NAME Shannon K. Whitfield  
ADDRESS P.O. Box 445, Lafayette GA 30728  
EMAIL commissioner@walkerga.us  
PHONE 706-638-1437

If to OPB: Governor's Office of Planning and Budget  
2 Capitol Square SW  
Atlanta, Georgia 30334  
[grants@opb.georgia.gov](mailto:grants@opb.georgia.gov)

#### 2.20 Force Majeure

Neither the Grantee nor the State shall be required to perform any obligation under this Grant Agreement or be liable or responsible for any loss or damage resulting from its failure to perform so long as performance is delayed by force majeure or acts of God, including but not limited to labor shortages caused by strikes or lockouts, embargo, war, terrorism, flood, natural disaster. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

#### 2.21 Severability

If any provision of this Grant Agreement is rendered or declared illegal for any reason, or shall be invalid or unenforceable, this Grant Agreement shall be interpreted as though such provision was modified or deleted in such manner so as to afford the party for whose benefit it was intended the fullest benefit commensurate with making this Grant Agreement, as modified, enforceable, and the remainder of this Grant Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.

### 3. Warranties

#### 3.1 E-Verify

Grantee, by signing this Agreement, represents and warrants that it will comply with the requirements of O.C.G.A. § 50-36-1 entitled "Verification of Lawful Presence Within United States" and verify the lawful presence in the United States of any natural person 18 years of age who has applied for state or local public benefits, as defined in 8 U.S.C. § 1621, or for federal public benefits, defined in 8 U.S.C. § 1611, that is administered by an agency or a political subdivision of this State.

Grantee, by signing this Agreement, represents and warrants that it will comply with the requirements of O.C.G.A. § 13-10-90 entitled "Security and Immigration Compliance." This requires, among other things, that every public employer, including, but not limited to, every municipality and county, will register and participate in the federal work authorization program to verify employment eligibility of all newly hired employees.

### 3.2 Compliance with Federal Law, Regulations and Executive Orders

Grantee represents and warrants that federal financial assistance funds will be used to fund or reimburse claims made under this Grant Agreement. The Grantee will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives.

### 3.3 Clean Air Act

The following is only applicable if the amount of the contract exceeds \$150,000.

1. Grantee represents and warrants that it shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401, *et seq.*
2. Grantee represents and warrants to report each violation to the appropriate federal authorities as well as OPB and acknowledges and agrees that the State will, in turn, report each violation as required to assure notification to the appropriate federal authorities and the appropriate Environmental Protection Agency Regional Office.
3. Grantee represents and warrants to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by this Grant Agreement.

### 3.4 Federal Water Pollution Control Act

Grantee represents and warrants that it shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, *et seq.*

Grantee represents and warrants to report each violation to the appropriate federal authorities as well as OPB and acknowledges and agrees that the State will, in turn, report each violation as required to assure notification to the appropriate federal authorities and the appropriate Environmental Protection Agency Regional Office.

Grantee represents and warrants that it shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by this Grant Agreement.

### 3.5 Energy Conservation

If applicable, Grantee represents and warrants that it shall comply with mandatory standards and

policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

### 3.6 Procurement of Recovered Materials

Grantee represents and warrants that it shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

### 3.7 Copyright, Patents, and Intellectual Property Rights

Grantee represents and warrants that it shall affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of United States Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Unless otherwise provided by law, Grantee is subject to 35 U.S.C. § 200, *et seq.* All Grantees are subject to the specific requirements governing the development, reporting and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. § 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

### 3.8 Federal Debt Status

Grantee represents and warrants they are and will be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances and benefit overpayments.

### 3.9 Terminated Contracts

Grantee represents and warrants it has not had a contract terminated or been denied the renewal of any contract for noncompliance with policies or regulations of any state or federally funded program within the past five (5) years nor is it currently prohibited from contracting with a governmental agency. If the Grantee does have such a terminated contract, the Grantee shall identify the contract and provide an explanation for the termination. The Grantee acknowledges that this Grant Agreement may be terminated and payment withheld or return of grant funds or reimbursement required if this certification is inaccurate or false.

### 3.10 Reporting Requirements

The Grantee represents and warrants that it shall provide adequate support for the payment of grant funds in GeorgiaGrants (formerly known as GeorgiaCares). Financial documentation to support each request for payment shall be submitted in GeorgiaGrants (formerly known as GeorgiaCares) no later than December 31, 2021.

### 3.11 Drug-Free Workplace

The Grantee certifies by executing Exhibit B of this Agreement that it is in compliance with the Drug-Free Workplace Act of 1988, implemented at 34 C.F.R. § 85(f), for Grantee, as defined at 34 C.F.R. § 85, § 85.605 and 85.610.

## 4. Property and Procurement Requirements

### 4.1 [Reserved]

## 5. Audit and Records Requirements

### 5.1 Cooperation with Monitoring, Audits, Records Requirements, Assessments and Evaluations

All records and expenditures are subject to, and the Grantee agrees to comply with, monitoring, examinations, demand for documents, production of personnel, access to systems, and/or audits conducted by any and all federal or state officials and auditors, including but not limited to, the U.S. Department of the Treasury Inspector General, OPB, the Georgia Department of Audits and Accounts, the State of Georgia Inspector General, and the Department of Community Affairs, or their duly authorized representatives or designees. The Grantee shall maintain, under GAAP or GASB, adequate records that enable federal and state officials and auditors to ensure proper accounting for all costs, reimbursement, and performances related to this Grant Agreement.

### 5.2 Single Audit Requirements

To the extent applicable to Grantee's reimbursement under this Grant, Grantees that are reimbursed \$750,000.00 or more of federal funds during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the Government Accountability Office's Government Auditing Standards, which may be accessed online at <http://www.gao.gov/govaud/ybkOl.htm>, and in accordance with 2 C.F.R. § 200.514 Scope of Audit. Audit reports are currently due to the Federal Audit Clearinghouse no later than nine months after the end of the recipient's fiscal year.

In addition, Grantee must submit the audit report to the State, by sending a copy to the Georgia Department of Audits and Accounts, 270 Washington Street, SW, Room I-156, Atlanta, Georgia 30334-8400.

If required to submit an audit report under the requirements of 2 C.F.R. § 200(f), the Grantee shall provide OPB with written documentation showing that it has complied with the single audit requirements. The Grantee shall immediately notify OPB in writing at any time that it is required to conduct a single audit and provide documentation within a reasonable time period showing compliance with the single audit requirement.

### 5.3 Requirement to Address Audit Findings

If any audit, monitoring, investigations, review of awards or other compliance review reveals any discrepancies, inadequacies or deficiencies which are necessary to correct in order to maintain compliance with this Grant Agreement, applicable laws, regulations, or the Grantee's obligations hereunder, the Grantee agrees to propose and submit to OPB a corrective action plan to correct such discrepancies or inadequacies within thirty (30) calendar days after the Grantee's receipt of the findings. The Grantee's corrective action plan is subject to the approval of OPB.

The Grantee understands and agrees that the Grantee must make every effort to address and resolve all outstanding issues, findings or actions identified by federal or state officials and auditors through the corrective action plan or any other corrective plan. Failure to address these findings promptly and adequately may result in grant reimbursement being withheld, other related requirements being imposed or other sanctions and penalties. The Grantee agrees to complete any corrective action approved by OPB within the time period specified by OPB and to the satisfaction of OPB, at the sole cost of the Grantee. The Grantee shall provide to OPB periodic status reports regarding the Grantee's resolution of any audit, corrective action plan, or other compliance activity for which the Grantee is responsible.

### 5.4 Records Retention

The Grantee shall maintain appropriate audit trails to provide accountability for all expenditures using grant funds. Audit trails maintained by the Grantee will, at a minimum, identify the supporting documentation prepared by the Grantee to permit an audit of its accounting systems and payment verification with respect to the reimbursement of any expenditures under this Grant Agreement.

The Grantee must maintain fiscal records and supporting documentation for all expenditures reimbursed under this Grant Agreement pursuant to 2 C.F.R. § 200.333 and state law, except that the period for retention of records shall be as set forth herein. The Grantee must retain these records and any supporting documentation for a minimum of seven (7) years from the later of the completion of conclusion of the Grant Project; submission of the final expenditure report; or any litigation, dispute or audit. Records related to payroll or other related and authorized expenses made with grant funds must be retained for seven (7) years after final disposition. OPB may direct the Grantee to retain documents for longer periods of time or to transfer certain records to OPB or federal custody when it is determined that the records possess long term retention value in accordance with retention schedules approved by the State Records Committee or the federal government.

## **6. Prohibited and Regulated Activities and Expenditures**

### 6.1 Prohibited Costs

The following are nonexclusive examples of ineligible expenditures. These requirements are required by federal rule. Therefore, any question about their meaning or to what extent certain activities or action are allowed should be resolved by referencing the guidance provided by the United States Treasury Department:

1. Funds may not be used or reimbursed to Grantee to fill shortfalls in revenue to cover expenditures that would not otherwise qualify under the statute. Revenue replacement is not a permissible use of these grant funds. In accordance with Section 5.1 all records and expenditures are subject to review.
2. Damages covered by insurance.
3. Duplication of benefits including expenses that have been or will be reimbursed under any other federal program.
4. Reimbursement to donors for donated items or services.
5. Severance pay.
6. Legal settlements.

The above is in addition to the non-reimbursable expenses set forth elsewhere in this Agreement.

## 6.2 Political Activities

Grant funds may not be used in connection with or to reimburse the following acts:

1. Grant recipients are prohibited from using grant funds directly or indirectly for political purposes, including lobbying or advocating for legislative programs or changes; campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties; and voter registration or get-out-the-vote campaigns. Generally, organizations or entities which receive federal funds by way of grants, contracts or cooperative agreements do not lose their rights as organizations to use their own, private, non-federal resources for “political” activities because of or as a consequence of receiving such federal funds. These recipient organizations must thus use private or other non-federal money, receipts, contributions or dues for their political activities, and may not charge off to or be reimbursed from federal contracts or grants for the costs of such activities.
2. Grant officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the Grantee of which the person is an officer or employee to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.
3. Grant-funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict or prevent the payment, loan or contribution of anything of value to a person or political organization for a political purpose.
4. As applicable, the Grantee and each contracting tier will comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the Grantee to pay or reimburse any person to influence, or attempt to influence, an officer or employee of

any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with any federal action concerning the award or renewal. Each contracting tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures must be forwarded from tier to tier up to the recipient. The Grantee certifies its compliance with the provisions of this section through the execution of Exhibit B of this Grant Agreement.

## **7. Financial Requirements**

### **7.1 Payments and Required Documentation**

Funding for this Grant Agreement is appropriated under the ARPA, as amended, to support COVID-19 response efforts, support economic stabilization for households and businesses, and address systemic public health and economic challenges in areas affected by COVID-19, which are residentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121, *et seq.*). All expenditures under this Grant Agreement must be made in accordance with this Grant Agreement and any other applicable laws, rules or regulations. Further, the Grantee acknowledges that all funds are subject to recapture and repayment for non-compliance pursuant to Section 7.5.

The Grantee will be authorized to submit requests for payment during the performance period set forth in Section 2.4 of this Agreement, which will be paid to the Grantee specified in GeorgiaGrants (formerly known as GeorgiaCares) pursuant to the funding announcement. All documentation of eligible employees must be submitted in GeorgiaGrants (formerly known as GeorgiaCares) prior to disbursement of funds.

To receive payments, a Grantee must be an eligible vendor in the State Accounting Office's vendor management system. Payments will be made via electronic funds transfer to the bank account associated with the vendor in the vendor management system. If the Grantee fails to meet reporting obligations, the State may implement sanctions as necessary up to and including grant termination and recoupment of all payments made to the Grantee.

### **7.2 Reporting**

The Grantee must provide adequate support for eligible public safety officials and first responders to receive payment using grant funds in GeorgiaGrants (formerly known as GeorgiaCares). The State, in its sole discretion, will determine whether supporting documentation is adequate. Financial documentation to support payments must be submitted in GeorgiaGrants (formerly known as GeorgiaCares) by no later than December 31, 2021 reflecting payroll for active volunteer firefighter rosters or qualifying full-time public safety officials and first responders employed by the Grantee between August 1 and August 31 of 2021.

Grantee is required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. § 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

If the total value of the Grantee's currently active grants, cooperative agreements and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, the Grantee must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. § 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

The Grantee shall complete any other reports as requested by OPB and cooperate and assist the State in complying with any and all federal tracking and reporting requirements.

### 7.3 Payments

The State will provide payment to the Grantee for the expenditure of actual payroll costs to be incurred by the Grantee pursuant to this Grant Agreement and rules promulgated by the State for the purpose of determining eligible expenses. The State is not obligated to pay unauthorized costs or to reimburse expenses that were incurred by the Grantee prior to or after the performance period or after the termination of this Grant Agreement. The Grantee will pay qualified public safety officials and first responders and no claims for payments from any such qualifying employee or other party will be accepted from any party asserting it is acting on behalf of the Grantee. Payments will be made directly to the Grantee only.

### 7.4 Refunds and Deductions

If the State determines that the Grantee has been overpaid any grant funds under this Grant Agreement, including payments made inadvertently, payments that are duplicative for qualifying public safety officials and first responders, or payments made but later determined to not be actual and allowable allocable costs, the Grantee shall return to OPB the amount identified by the State as an overpayment. The Grantee shall refund any overpayment to OPB within thirty (30) calendar days of the receipt of the notice of the overpayment from the State unless an alternate payment plan is specified by OPB. Refunds may be remitted to: Governor's Office of Planning and Budget, 2 Capitol Square SW, Atlanta, Georgia 30334, Attention: Coronavirus State Fiscal Recovery Fund Payments.

### 7.5 Recapture of Funds

The discretionary right of the State to terminate under Section 2.12 notwithstanding, the State shall have the right to terminate this Grant Agreement and to recapture and be reimbursed for any payments made by the State: (i) that are not allowed under applicable laws, rules and regulations; or (ii) that are otherwise inconsistent with this Grant Agreement, including any unapproved expenditures.

### 7.6 Liquidation Period

Unless the Grant Agreement is terminated prior to December 31, 2021, the grant liquidation period extends until March 30, 2021. Any funds not distributed to qualifying employees at that time by the Grantee must be returned to the Office of Planning and Budget.

## 7.7 Project Close Out

The State will close-out the grant award following the performance period.

The Grantee must submit all financial, performance and other reports as required by the terms and conditions of this Grant Agreement.

To the extent applicable to this Agreement, the Grantee must promptly refund to OPB any amounts paid to the Grantee for individuals who already received a pay supplement due to their work in a qualifying position with a different employer.

## 8. Allocated Amount

The Grantee will receive an award amount equivalent to \$1,000 per full-time qualified public safety official and first responder who was an active employee on the Grantee's payroll at any point during the period between August 1 and August 31 of 2021, \$300 per active volunteer firefighter during the same period as reported to the Georgia Firefighter Standards and Training Council, and associated federal payroll taxes as applicable for the Grantee.

## 9. Authorized User

The following list identifies the user(s) authorized to perform tasks in GeorgiaGrants (formerly known as GeorgiaCares) on behalf of Grantee (Authorized User(s)). Any action carried out by an Authorized User in GeorgiaGrants (formerly known as GeorgiaCares) is an action of the Grantee.

### 1. Authorized User One – Authorized Representative of Grantee (Required)

Name: Shannon K. Whitfield  
Title: Chairman/CEO  
Email: commissioner@walkerga.us  
Phone : 706-638-1437

### 2. Authorized User Two (Optional)

Name: Greg McConnell  
Title: CFO  
Email: g.mcconnell@walkerga.us  
Phone : 706-670-1707

**[EXHIBITS AND SIGNATURE PAGES FOLLOW]**

**EXHIBIT A**  
**Grantee Assurances**

As the duly authorized representative of the Grantee, I certify that the Grantee:

1. Has the legal authority to request grant payments for reimbursable expenses from the State of Georgia for federal funds appropriated pursuant to Section 602 of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (03/11/2021), and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the Grant Project contemplated by this application.
2. Shall give any and all federal or State officials and auditors, or their duly authorized representative or designee, access to and the right to examine all records, books, papers or documents related to reimbursements; and will establish a proper accounting system in accordance with generally accepted accounting standards or awarding agency directives.
3. Shall carry out all activities and endeavors with strict adherence to the Code of Ethics for Government Service as established within Title 45, Chapter 10 and Section 1 of the Official Code of Georgia Annotated and shall establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Shall submit allowable expenditures in GeorgiaGrants (formerly known as GeorgiaCares) in accordance with the documentation requirements established by OPB.
5. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation and certain testing entities, 44 U.S.C. § 12101-12213; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101, *et seq.*), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) § 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. § 290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601, *et seq.*), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this grant.

6. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. § 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. § 327-333), regarding labor standards for federally assisted construction sub agreements.
7. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
8. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. § 1501-1508 and 7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with federal funds.
9. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
10. Shall comply with all applicable federal, State and local environmental and historic preservation (EHP) requirements and shall provide any information requested by the appropriate authority to ensure compliance with applicable laws and regulations, including: federal EHP regulations, laws and executive orders; the National Environmental Policy Act; the National Historic Preservation Act; the Endangered Species Act; and the executive orders on floodplains (Exec. Order 11988, 3 C.F.R. 117 (1977), wetlands (Exec. Order 11990, 3 C.F.R. 121 (1977) and environmental justice (Exec. Order 12898, 59 Fed. Reg. 7629 (Feb. 16, 1994)). Failure of the Grantee to meet federal, state and local EHP requirements and obtain applicable permits may jeopardize federal funding.
11. Shall ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA, Exec. Order 11,738, 3 C.F.R. 799 (1971-1975).
12. Shall comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712 and 10 U.S.C. § 2324, and 41 U.S.C. §§ 4304 & 4310.
13. Shall comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. § 175-175c and comply with Exec. Order 13224, 60 Fed. Reg. 49079 (2001) and U.S. law prohibiting transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism.
14. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition proposed for use in any area

that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.

15. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Exec. Order 11514, 3 C.F.R. 902 (1966-1970) ; (b) notification of violating facilities pursuant to Exec. Order 11738, 3 C.F.R. 799 (1971-1975); (c) protection of wetlands pursuant to Exec. Order 11990, 3 C.F.R. 121 (1977); (d) evaluation of flood hazards in floodplains in accordance with Exec. Order 11988, 3 C.F.R. 117 (1977); (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. § 1451, *et seq.*); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401, *et seq.*); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271, *et seq.*) related to protecting components or potential components of the national wild and scenic rivers system.
17. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Exec. Order 11593 3 C.F.R. 559 (1971-1975), (identification and protection of historic properties) and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1, *et seq.*).
18. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. § 2131, *et seq.*) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
19. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4801, *et seq.*) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.
20. Will comply with the requirements of Section 106(9) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) engaging in trafficking in persons during the period of time that the award is in effect (2) procuring a commercial sex act during the period of time that the award is in effect or (3) using forced labor in the performance of the award or subawards under the award.
21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.
22. Shall cause to be performed the required financial and compliance audits in accordance with

the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

23. Shall comply with P.L. 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this award of assistance.
24. Shall comply with all federal tax laws and is solely responsible for filing all required State and federal tax forms.
25. And its principals are eligible to participate and have not been subjected to suspension, debarment or similar ineligibility determined by any federal, State or local governmental entity and it is not listed on a State or federal government's terrorism watch list as described in EO 13224. Entities ineligible for federal procurement have Exclusions listed at <https://www.sam.gov/portal/public/SAM/>.
26. Shall comply with all applicable federal and State Drug-Free Workplace laws and rules.
27. Shall comply with all applicable requirements of all other federal and State laws, executive orders, regulations, and policies governing this program.

**By signing below on behalf of the Grantee, I hereby acknowledge and agree that I am an authorized representative of the Grantee with power to bind the Grantee to the terms of this Exhibit A, and agree to abide by the requirements stated herein, including any amendments thereto.**

By: Shannon K. Whitfield  
(Printed Name: Authorized Representative of Grantee)

Signature: Shannon K. Whitfield  
Shannon K. Whitfield (Oct 30, 2021 17:03 EDT)

Title: Chairman/CEO

Date: Oct 30, 2021

**EXHIBIT B**  
**Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements**

As the duly authorized representative of the Grantee, I certify the following on behalf of the Grantee:

**1. LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 C.F.R. § 82, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 C.F.R. § 82, § 82.105 and 82.110, the Grantee certifies that:

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

**2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

As required by Exec. Order 12549, 3 C.F.R. 189 (1986), Debarment and Suspension, and implemented at 34 C.F.R. § 85, for prospective participants in primary covered transactions, as defined at 34 C.F.R. § 85, § 85.105 and 85.110--

A. The Grantee certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or

commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false Statements, or receiving stolen property;

- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default; and
- B. Where the Grantee is unable to certify to any of the Statements in this certification, he or she shall attach an explanation to this application.

### **3. DRUG-FREE WORKPLACE (GRANTEE OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 C.F.R. § 85(f), for Grantee, as defined at 34 C.F.R. § 85, § 85.605 and 85.610-

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

- (a) Publishing a Statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an on-going drug-free awareness program to inform employees about:
  - (1) The dangers of drug abuse in the workplace;
  - (2) The Grantee's policy of maintaining a drug-free workplace;
  - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the Statement required by paragraph (a);
- (d) Notifying the employee in the Statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
  - (1) Abide by the terms of the Statement; and
  - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying OPB, in writing, within 10 calendar days after receiving notice under subparagraph

(d)(2) from an employee or otherwise receiving actual notice of such conviction. Notice shall include the identification number(s) of each affected grant;

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

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

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

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

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

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

#### 4. DRUG-FREE WORKPLACE (GRANTEE WHO IS AN INDIVIDUAL)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 C.F.R. § 85(f), for Grantee, as defined at 34 C.F.R. §§ 85, 85.605, and 85.610.

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

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to OPB. Notice shall include the identification number(s) of each affected grant.

**By signing below on behalf of the Grantee, I hereby acknowledge and agree that I am an authorized representative of the Grantee with power to bind the Grantee to the terms of this Exhibit B, and agree to abide by the requirements stated herein, including any amendments thereto.**

By: Shannon K. Whitfield

(Printed Name: Authorized Representative of Grantee)

Signature: Shannon K. Whitfield  
Shannon K. Whitfield (Oct 30, 2021 17:03 EDT)

Title: Chairman/CEO

Date: Oct 30, 2021

**EXHIBIT C**  
**ARPA Coronavirus State Fiscal Recovery Fund Eligibility Certification**

I, Shannon K. Whitfield  
am the Chairman/CEO  
of Walker County  
certify that:

(Print Name),  
(Title)  
("Grantee") and I

1. I have the authority on behalf of the Grantee to submit, or designate persons to submit on my behalf, requests for payment of pay supplements for qualified public safety officials and first responders from the State for federal funds appropriated pursuant to Section 602 of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (03/11/2021).
2. I understand that the State will rely on this certification as a material representation in making payments to the Grantee.
3. I acknowledge that pursuant to Section 5.4 of this Agreement, Grantee must keep records sufficient to demonstrate that the expenditure of payments it has received is in accordance with Section 602 of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (03/11/2021).
4. I acknowledge that all records and expenditures are subject to audit by the United States Department of the Treasury's Inspector General, the Governor's Office of Planning and Budget, the Georgia Department of Audits and Accounts, the State of Georgia Office of Inspector General, and the Department of Community Affairs, or representative or designee.
5. I acknowledge that Grantee has an affirmative obligation to identify and report any duplication of benefits. I understand that the State has an obligation and the authority to de-obligate or offset any duplicated benefits.
6. I acknowledge and agree that the Grantee shall be liable for any costs disallowed pursuant to financial or compliance audits of reimbursement received.
7. I acknowledge and agree that all submissions for reimbursement, supporting documentation, reports, and any other record upon which the State relied to reimburse expenses pursuant to this Grant Agreement are true and accurate to the best of my knowledge and belief, and that federal and State authorities may exercise any and all legal and equitable remedies against the Grantee involving any false records created or submitted, or in relation to findings concerning fraud, waste, or misuse of funds received.
8. I acknowledge that the Grantee's requests submitted for payment from the State by federal appropriation under Section 602 of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (03/11/2021) will be used only to cover payments

Include all supporting documentation that clearly sets forth expenditures being claimed for reimbursement. Reimbursement will only be paid to the Grantee/Grantee. All documentation is incorporated into the Grant Agreement by reference.

to qualifying public safety officials and first responders and associated payroll taxes for individuals employed full-time by the Grantee during the period between August 1 and August 31 of 2021 or serving as an active volunteer firefighter during the same period.

9. I acknowledge that the Grantee is required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. § 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

**By signing below on behalf of the Grantee, I hereby acknowledge and agree that I am an authorized representative of the Grantee with power to bind the Grantee to the terms of this Exhibit C, and agree to abide by the requirements stated herein, including any amendments thereto.**

By: Shannon K. Whitfield  
(Printed Name: Authorized Representative of Grantee)

Signature: Shannon K. Whitfield  
Shannon K. Whitfield (Oct 30, 2021 11:03 EDT)

Title: Chairman/CEO

Date: Oct 30, 2021

Please initial by each exhibit, acknowledging you have received them, understand them, and agree to abide by them.

SKW  
SKW

Exhibit A – Grantee Assurances

SKW  
SKW

Exhibit B – Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; And Drug-Free Workplace Requirements

SKW  
SKW

Exhibit C – ARPA Coronavirus State Fiscal Recovery Fund Eligibility Certification

By signing below the Grantee acknowledges acceptance of the Grant, all terms and conditions of this Grant Agreement, and all exhibits to this Grant Agreement, and agrees to abide by all such terms and conditions.

By: Shannon K. Whitfield  
(Printed Name: Authorized Representative of Grantee)

Signature: Shannon K. Whitfield  
Shannon K. Whitfield (Oct 30, 2021 11:03 EDT)

Title: Chairman/CEO

Date: Oct 30, 2021

By:  
(Printed Name: Authorized Representative of Grantee) (Optional)

Signature:

Title:

Date:

SIGNATURE PAGE

**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 October 28, 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 \_\_\_\_\_ p.m. The following Commissioners were present: Blakemore, Askew, Whitfield, 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);

SKW **X 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);

SKW **X 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. \_\_\_\_\_.

SKWx 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 28<sup>th</sup> day of October, 2021.

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

Sworn to and subscribed before me this  
28<sup>th</sup> day of October, 2021.

[Signature]

Notary Public

My commission expires: \_\_\_\_\_

