

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 November 18, 2021 at 7:00 p.m.

REGULAR SCHEDULED MEETING

- **Invocation**
Given by Chairman Shannon Whitfield
- **Pledge**
United States and Georgia Flag
- **Chairman Whitfield will Call to Order the Regular Meeting**
Clerk establishes a Quorum is present
- **Approve Agenda**
- **Approve Minutes**
Approval of the Minutes for the Public Hearing and Regular Scheduled Meeting
Held October 28, 2021 at 7:00 p.m.
- **New Business**
Resolution R-052-21 to Appoint a Member of the Walker County Historic Preservation Commission

Resolution R-053-21 to Authorize the Filing of an Application with the Georgia Department of Transportation and the United States Department of Transportation for a Grant for Public Transportation Assistance Under Title 49 U.S.C., Section 5311

Resolution R-054-21 to Set the Annual Compensation for the Walker County Coroner

Proclamation - Hunger Free Month 2021

Memorandum of Understanding Between Walker County and the Cities of Chickamauga, LaFayette, and Rossville Concerning EPA Brownfield Grant Application

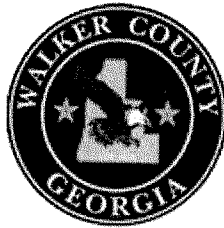
Master Services Agreement with Terracon for Brownfield Property Identification Inventory, Assessment, and Planning

Quit Claim Deed Between Walker County, Georgia and Ten Foot Properties, LLC

Departmental Statistics October 2021
- **Public Comment**
- **Commissioner Comments**
- **Executive Session**

- Adjourn

***Reminder - there is no Board of Commissioners meeting on November 25 or December 23 due to County holidays. The Board of Commissioners will hold a Regular Meeting on December 9 and December 30 at 7:00 p.m. at 201 S. Main Street in LaFayette.**



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

**Minutes of the Regular Scheduled Meeting
November 18, 2021**

I. Call to Order:

Chairman Whitfield called to order the Regular Scheduled Commissioner's Meeting held at Annex III, 201 S. Main Street, LaFayette, Georgia at 7:00 PM on November 18, 2021.

II. Attendees:

The following were present: Chairman Shannon Whitfield, Commissioner Robert Blakemore, Commissioner Mark Askew, Commissioner Brian Hart, Commissioner Robert Stultz, Public Relations Director Joe Legge, Communication Specialist Dakiya Porter, Economic Development Director Robert Wardlaw, Legal and Policy Director David Gottlieb, Planning and Zoning Director David Brown, Chief of Police Mitchell Moore, Corner Billy Sims, Public Works Director Carlen Bowers, Board Clerk Whitney Summey and County Clerk Rebecca Wooden. Other guests signed in at the meeting as well. Please see the attached sign in sheet.

III. Approval of Agenda:

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

IV. Approval of Minutes:

Commissioner Blakemore made a motion to approve the minutes for the Public Hearing and Regular Scheduled Meeting held October 28, 2021 at 7:00 PM, seconded by Commissioner Stultz, 4 ayes and 0 nays, motion was approved.

V. New Business:

- I. Chairman Whitfield read Resolution R-052-21 to appoint a member of the Walker County Preservation Commission. He said the Commission had been dissolved for many years and was reestablished earlier this year and the members were appointed with staggered terms. He said Commissioner Hart and Mrs. Dorsey was both in favor of Mrs. Dorsey's new appointment. Chairman Whitfield made a motion to appoint Theresa Dorsey, seconded by Commissioner Hart, 4 ayes and 0 nays, motion carried.
- II. Chairman Whitfield read Resolution R-053-21 to authorize the filing of an application with the Georgia Department of Transportation and the United States Department of Transportation for a Grant for Public Transportation Assistance Under Title 49 U.S.C., Section 5311. He said this is a transit administration grant we apply for every year and explained how important the transit department services are to the community. Commissioner Stultz made a motion to approve, seconded by Commissioner Askew, 4 ayes and 0 nays, motion carried.
- III. Chairman Whitfield read Resolution R-054-21 to set the annual compensation for the Walker County Corner. He said the last time the rate was changed was around 2000 when the previous corner Dewayne Wilson took office. Commissioner Hart made a motion to approve, seconded by Commissioner Blakemore, 4 ayes and 0 nays, motion carried.
- IV. Chairman Whitfield read Proclamation Hunger Free Month 2021. He presented the proclamation to School Superintendent Damon Raines and thanked everyone who works with him on the Backpack Blessings and Summer Food Programs. Damon Raines stated

these projects are a heartfelt need for the children of the community and these programs have grown tremendously. He said he takes great pride in working on these programs and he appreciates all of the help and donations many people and organizations provide.

- V. Chairman Whitfield stated the Memorandum of Understanding and the next item on the agenda, the Master Services Agreement with Terracon, were in conjunction with each other. He asked representatives from Terracon, Dallas Whitmill and Amanda Herrit to speak about these projects. Dallas Whitmill said Terracon specializes in Brownfield sites. He said they work to improve and develop the site to build the community. Amanda Herrit, environmental scientist, said they help communities go after grants in order to assess property, educate the public, and create plans to improve contaminated sites so they can begin being used again. Chairman Whitfield said some of the known properties this would assist with are the Coats America building, Peerless Mill building, and the Barwick building. He said this is a \$500,000 grant and with the help of Terracon the County was within four points of receiving the grant last year. He said these two documents are contingent upon receiving the grant and there are no matching funds with the grant. Commissioner Hart asked if this would be \$500,000 for 2022. Amanda Herrit said the grant would be awarded around May or June of 2022 and received in October 2022. She said the funds would be used over three years. Dallas Whitmill said their approach to this grant is to treat it as a project. He said they work to assess buildings and properties and then help the client get other grants from the results of their work. Commissioner Stultz asked if Terracon did the assessment only or the clean up as well. Amanda Herrit said they do the assessment and hire subcontractors to do the cleanup. Commissioner Stultz made a motion to approve the Memorandum of Understanding between Walker County and the Cities of Chickamauga, LaFayette, and Rossville concerning EPA Brownfield Grant Application, seconded by Commissioner Askew, 4 ayes and 0 nays, motion carried.
- VI. Chairman Whitfield stated the Master Services Agreement with Terracon for Brownfield Property Identification Inventory, Assessment, and Planning was in conjunction with the previous item on the agenda. He said Legal and Policy Director David Gottlieb has looked over the agreement, made modifications, and everything is in good order. Commissioner Hart made a motion to approve, seconded by Commissioner Askew, 4 ayes and 0 nays, motion carried.
- VII. Chairman Whitfield asked Legal and Policy Director David Gottlieb to speak about the Quit Claim Deed between Walker County and Ten Foot Properties, LLC. David Gottlieb said this is a five parcel development and one parcel has a County fire station and detention pond. He said the Quit Claim Deed would give Walker County the responsibility of the maintenance of the stormwater management of the detention pond and release Ten Foot Properties, LLC of the responsibility. Commissioner Hart asked where this property was located. David Gottlieb said it is in the Hinkle Community. Commissioner Stultz made a motion to approve, seconded by Commissioner Blakemore, 4 ayes and 0 nays, motion carried.
- VIII. Chairman Whitfield read the departmental statistics for October 2021.
- VI. Public Comment
- Jennifer Smeiles stated her husband works for Walker County Government. She gave information about Covid Vaccine mandates and peoples rights and freedom. She stated vaccines should be a personal choice just like all medical decisions. She asked the Board to help the citizens of the County by putting something in place to keep businesses from making Covid Vaccines mandatory. She also provided the Board with additional information paperwork.
- VII.⁶ Commissioner Comments:
- Commissioner Blakemore thanked everyone for coming out. He said the Rossville community had suffered a great loss with the passing of Carthell Rogers this week. He asked everyone to keep the Rogers family and the Rossville Community in their prayers.
- Commissioner Askew said his prayers are with the Rogers family and the Rossville Community. He said with the holiday season coming up he would encourage people to remember the reason for the season and to reach out to family and neighbors. He thanked everyone for coming out.

Commissioner Hart thanked Public Works Director Carlen Bowers and his four employees for coming out and setting up a playground at the Villanow Community Center this week. He gave information on the December 3rd Christmas Parade and the December 4th Tenth Annual Reindeer Run in Lafayette and encouraged everyone to come out.

Commissioner Stultz said to keep the Rogers family in your prayers as this was a great loss to his family and the community. He thanked all of the first responders and county employees who came out to an accident his brother was in last week. He wished everyone a Happy Thanksgiving.

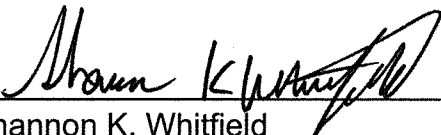
Chairman Whitfield said his condolences and prayers are with the Rogers family and the Rossville Community. He said it has been great working with Carthell these past five years. He said Carthell always put the kids first and spent thousands of hours giving back to the community and he will be greatly missed by so many. He wished everyone a Happy Thanksgiving and said to enjoy this time with friends and family.

VIII. Executive Session:

Chairman Whitfield made a motion to go into executive session for personnel, real estate, and litigation matters, seconded by Commissioner Askew, 4 ayes and 0 nays, Executive Session began at 7:41 PM. Chairman Whitfield called the meeting back to order at 9:29 PM and stated there was no action to be taken from the Executive Session.

Adjournment:

Commissioner Blakemore made a motion to adjourn the meeting, Commissioner Stultz seconded the motion, motion carried and the meeting was adjourned at 9:30 PM.



Shannon K. Whitfield
Chairman/CEO
Walker County Georgia

12-09-2021

Date

Minutes prepared by: Walker County Board Clerk, Whitney Summey

Regular Scheduled Commissioners Meeting

Walker County Annex III

November 18, 2021

7:00 PM

<u>Roll Call</u>	<u>11/18/2021</u>	<u>Present/Not Present</u>
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Commissioner Blakemore	Present
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Commissioner Askew	Present
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Chairman Whitfield	Present
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Commissioner Hart	Present
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Commissioner Stultz	Present
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Sign In Sheet

Regular Scheduled Commissioners Meeting

November 18, 2021

7:00 PM

Name

Address

Billy Sims

3599 E. Broomtown Rd.

Carroll Bradley

Darren Rames

201 S. Duke St.

Carlin Bonds

Ray M

Hay White

563 Lyon Trail

Leah White

563 Lyon Trail

Jennifer Smreiles



RESOLUTION R-052-21

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

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

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

WHEREAS, a vacancy will exist next year due to the expiration of Theresa Dorsey's term; and

WHEREAS, Ms. Dorsey desires to continue to serve the community in her present capacity; and

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

Theresa Dorsey - for a term ending on December 31, 2024

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

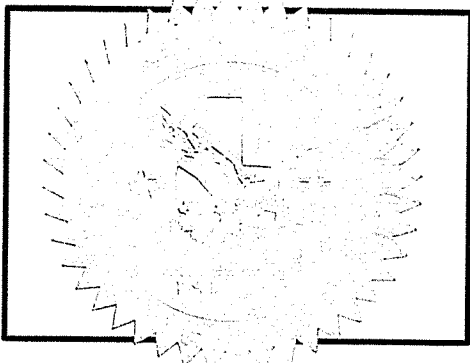
SO RESOLVED AND ADOPTED this 18th day of November, 2021.

ATTEST:

REBECCA WOODEN, County Clerk

WALKER COUNTY, GEORGIA

SHANNON K. WHITFIELD, Chairman



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



RESOLUTION R-053-21

A RESOLUTION OF THE WALKER COUNTY BOARD OF COMMISSIONERS TO AUTHORIZE THE FILING OF AN APPLICATION WITH THE GEORGIA DEPARTMENT OF TRANSPORTATION AND THE UNITED STATES DEPARTMENT OF TRANSPORTATION FOR A GRANT FOR PUBLIC TRANSPORTATION ASSISTANCE UNDER TITLE 49 U.S.C., SECTION 5311.

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

WHEREAS, the Federal Transit Administration and the Georgia Department of Transportation are authorized to make grants to non-urbanized (rural) areas for mass transportation projects; and

WHEREAS, the contract for financial assistance will impose certain obligations upon Applicant, including the provision of the local share of project costs; and

WHEREAS, it is required by the United States Department of Transportation and the Georgia Department of Transportation in accordance with the provisions of Title VI of the Civil Rights Act of 1964, that in connection with the filing of an application for assistance under the Federal Transit Act, the applicant gives an assurance that it will comply with Title VI of the Civil Rights Act of 1964 and the United States Department of Transportation requirements thereunder; and

WHEREAS, it is the goal of the Applicant that Minority Business Enterprise (Disadvantaged Business Enterprise and Women's Business Enterprise) be utilized to the fullest extent possible in connection with this project, and that definitive procedures shall be established and administered to ensure that minority business shall have the maximum feasible opportunity to compete for contracts and purchase orders when procuring construction contracts, supplies, equipment contracts, or consultant and other services;

THEREFORE, BE IT RESOLVED by the Board of Commissioners of Walker County, Georgia hereinafter referred to as "Applicant",

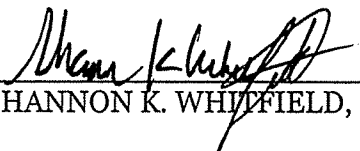
1. That the designated official, Shannon Whitfield, Chairman/CEO, hereinafter referred to as "Official" is authorized to execute and file an application on the behalf of the Applicant, a County government, with the Georgia Department of Transportation to aid in the financing of public transportation assistance pursuant to Section 5311 of the Federal Transit Act.
2. That the Official is authorized to execute and file such application and assurances or any other document required by the U.S. Department of Transportation and the Georgia Department of Transportation effectuating the purpose of Title VI of the Civil Rights Act of 1964.
3. That the Official is authorized to execute and file all other standard assurances or any other document required by the Georgia Department of Transportation or the U.S. Department of Transportation in connection with the application for public transportation assistance.
4. That the Official is authorized to execute grant contract agreements on behalf of the Applicant with the Georgia Department of Transportation.



5. That the Official is authorized to set forth and execute Minority Business Enterprise, DBE (Disadvantaged Business Enterprise) and WBE (Women Business Enterprise) policies and procedures in connection with the project's procurement needs as applicable.
6. That the applicant while making application to or receiving grants from the Federal Transit Administration will comply with FTA Circular 9040.1G, FTA Certifications and Assurances for Federal Assistance 2021 as listed in this grant application and General Operating Guidelines as illustrated in the *Georgia State Management Plan*.
7. That the applicant has or will have available the required non-federal funds to meet local share requirements for this grant application.

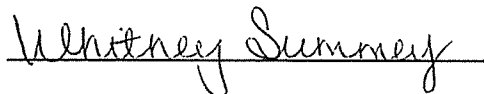
SO RESOLVED AND ADOPTED this 18th day of November, 2021

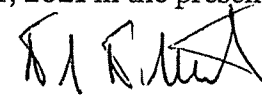
WALKER COUNTY, GEORGIA


SHANNON K. WHITEFIELD, Chairman

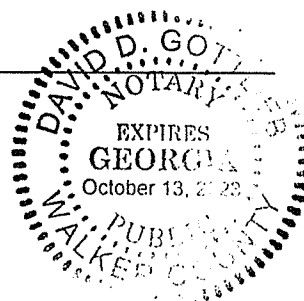
The forgoing Resolution received a motion for passage from Commissioner Stultz, second by Commissioner Aspen, and upon the question, the vote is 4 ayes, 0 nays to adopt the Resolution.

Signed, sealed and delivered this 18th day of November, 2021 in the presence of:


WITNESS

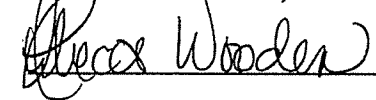

PUBLIC NOTARY

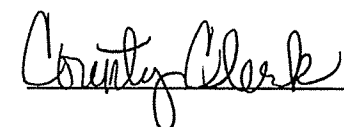
SEAL:

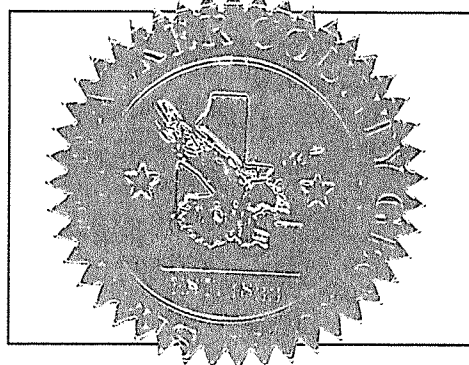


CERTIFICATE

The undersigned duly qualified and acting Clerk of Walker County Government certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting held on November 18, 2021.


Name of Certifying/Attesting Officer


Title of Certifying/Attesting Officer





RESOLUTION R-054-21

**A RESOLUTION OF THE WALKER COUNTY BOARD OF COMMISSIONERS TO
SET THE ANNUAL COMPENSATION FOR THE WALKER COUNTY CORONER**

WHEREAS, the Georgia General Assembly enacted a Local Act (Ga. Law 1965, p. 2710) that established the salary to be paid to the Walker County Coroner; and

WHEREAS, the Local Act has been amended from time to time; and

WHEREAS, the County is responsible for payment of the Coroner's salary; and

WHEREAS, the County previously set the Coroner's salary by Resolution (R-046-20) at \$28,146.30, or \$2,345.53 per month, effective January 1, 2021; and

WHEREAS, the Coroner has requested the County set the salary of the Coroner's position at \$30,146.40, or \$2,512.20 per month, retroactive to November 1, 2021;

THEREFORE, BE IT RESOLVED by the Board of Commissioners of Walker County, Georgia that the County Coroner's position shall be set at an annualized salary of \$30,146.40, or \$2,512.20 per month, for services rendered.

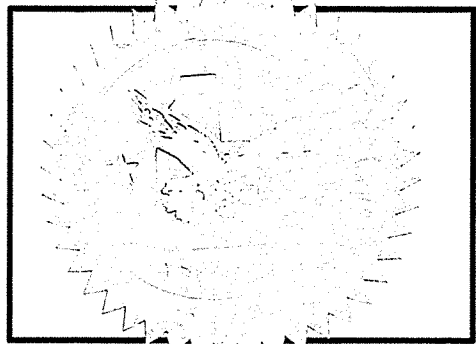
SO RESOLVED AND ADOPTED this 18th day of November, 2021

ATTEST:

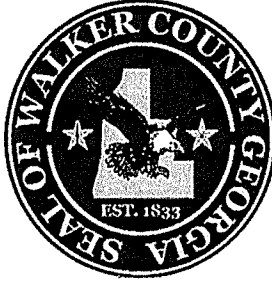
WALKER COUNTY, GEORGIA

REBECCA WOODEN, County Clerk

SHANNON K. WHITFIELD, Chairman



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

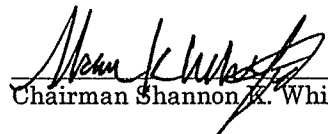


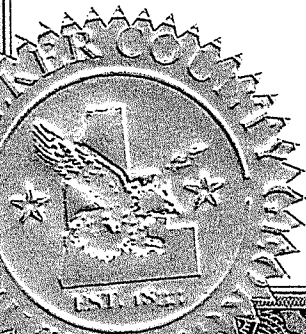
Proclamation

BY THE WALKER COUNTY BOARD OF COMMISSIONERS *HUNGER FREE MONTH 2021*

- WHEREAS: Hunger remains a persistent problem that impacts our community; and
- WHEREAS: Nearly 70% of children in Walker County live in a food insecure environment and face the risk of hunger each day; and
- WHEREAS: Hunger affects a child's ability to grow and learn. Studies have revealed a connection between hunger and depression, anxiety, behavior and other obstructions to a child's school performance; and
- WHEREAS: 660 students from nine Walker County and two Chickamauga City Schools currently receive a brown bag packed with seven nutritious, non-perishable food items each Friday to reduce weekend hunger; and
- WHEREAS: North Georgia Community YMCA serves nearly 36,000 meals locally each year through Backpack Blessings and the Summer Food program, and must raise roughly \$30,000 a year to support their efforts to address hunger; and
- WHEREAS: The third Sunday in November has been established as a "Giving Day Among Churches" to support Backpack Blessings, and many charitable individuals and organizations will be inspired to impact their community on Giving Tuesday on November 30;
- THEREFORE: I, Chairman Shannon K. Whitfield, on behalf of the Walker County Board of Commissioners, do hereby proclaim November to be observed as *HUNGER FREE MONTH* in Walker County and encourage all citizens, churches and other non-profit organizations to make our community stronger by combating hunger.

Signed and sealed this 18th day of November in the year 2021.


Chairman Shannon K. Whitfield



MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("MOA") is this entered into by and between the following named parties, to-wit: Walker County, Georgia; City of LaFayette, Georgia; City of Rossville, Georgia; and City of Chickamauga, Georgia, (individually and in partnership) effective as of the date of the last signature hereto.

This MOA documents the roles and responsibilities of the parties to this MOA and the parties involved in the Assessment Coalition with regard to EPA Cooperative Agreement No: BF _____ ("Cooperative Agreement").

1. On the _ day of _____ 2021, EPA awarded the Cooperative Agreement to the Lead Coalition Member Walker County, Georgia. The grant period is 10/01/2022 - 09/30/2025.
2. Walker County as the Lead Member is responsible to EPA for the management of the Cooperative Agreement and compliance with all applicable statutes, regulations, and terms and conditions of the award, and ensuring that all members are in compliance with the terms and conditions of the award.
3. It is the responsibility of Walker County to provide timely information to the other Partners regarding the management of the Cooperative Agreement and any changes that may be made to the Cooperative Agreement over the period of the grant.
4. The contact information for the Partners is as follows, to-wit:

Walker County, Georgia
Project Manager:
Shannon K. Whitfield
101 South Duke Street
P.O. Box 445
LaFayette, GA 30728
706-638-1437 Office
commissioner@walkerga.us
with an email copy to d.gottlieb@walkerga.us

City of LaFayette, Georgia Project
Manager: David Hamilton
207 South Duke Street, LaFayette GA 30728
706-639-1500
dhamilton@lafga.org

City of Rossville, Georgia Project
Manager: Teddy Harris
400 McFarland Avenue, Rossville, GA 30741
mayorharris@ymail.com

City of Chickamauga, Georgia
Project Manager: Evitte Parrish
103 Crittenden Ave., Chickamauga, GA 30307
706-375-3177
eparrish@accessfnb.com

4. Activities funded through the Cooperative Agreement may include, but not be limited to, inventory preparation, site selection criteria development, assessments, planning (including cleanup planning) relating to Brownfield sites, and outreach materials and implementation, and other eligible activities. Walker County may retain consultant(s) and contractors under 2 CFR 200.317-326 to undertake various activities funded through the Cooperative Agreement and may award subgrants to other Members under 2 CFR 200.330 for assessment projects in their respective geographic areas. Subgrantees are accountable to Walker County for proper expenditure of funds.
5. The Lead Member will procure the consultant(s) in compliance with 2 CFR 200.317-326 requirements. The Lead Member will issue the Requests for Proposals or Requests for Qualifications and will be the entity responsible for receipt of the submitted proposals, selection, and award of contracts. Walker County will consult with other Members in making selections of consultants and contractors and negotiating the terms of agreements with them.
6. The Lead Member, in consultation with the Partners, will work to develop a site selection process based on agreed upon factors and will ensure that a minimum of five sites are assessed over the life of the Cooperative Agreement. Selected sites will be submitted to EPA for prior approval to ensure eligibility. Note: *Lead member and each of the Partners may agree upon a minimum number of sites assessed per member at the start of the Cooperative Agreement to ensure equitable distribution of funds across all Members' respective jurisdictions.*
6. Upon designation of the specific sites, it will be the responsibility of Walker County to work with the Members in whose geographic area the site is located to finalize the scope of work for the consultant or contractor. It will be the responsibility of this Member to obtain all required permits, easements, and/or access agreements as may be necessary to undertake assessments at the selected site. If this member does not have the capacity to perform these activities, Walker County may assist in securing the necessary site access agreements and permits.
7. The Lead Member is responsible for ensuring that other activities as negotiated in the workplan, such as community outreach and involvement, are implemented in accordance with a schedule agreed upon by Walker County and the Member in whose geographic area the site to be assessed is located.

Executed and agreed to:

Walker County, Georgia

by: Shannon K. Whitfield
Shannon K. Whitfield, Commission Chairperson

11/18/2021
Date

City of LaFayette, Georgia

by: _____
Phillip A. Arnold, Mayor

Date

City of Chickamauga, Georgia

by: _____
Ray Crowder, Mayor

Date

City of Rossville, Georgia

by: _____
Teddy Harris

Date



November 1, 2021

Walker County, Georgia
101 South Duke Street
P.O. Box 445
Lafayette, GA 30127

Attn: Ms. Elizabeth Wells
P: (423) 710-6575
E: ewells@lafga.org

RE: **Proposal for Professional Engineering Consulting Services**
Walker County Brownfield Program
Walker County, Georgia
Terracon Proposal No. PE2207181

Dear Ms. Wells:

Terracon Consultants, Inc. (Terracon) is pleased to submit this proposal to Walker County, Georgia (Walker County) to provide professional engineering consulting services for the Walker County Brownfield Program. The purpose of our services will be to provide environmental engineering services for Environmental Protection Agency (EPA) Brownfield grant writing, Phase I and II Environmental Site Assessments (ESA), Cleanup planning and remediation design, grant programmatic assistance, community engagement, services related to the brownfield grant program, and state brownfield related services.

A. SCOPE OF SERVICES

Base Services

Terracon responded to the September 2020 Request for Qualifications for environmental and engineering consulting services and was selected by as the environmental consultant by Walker County. Terracon assisted Walker County in preparing and writing a FY2021 EPA Brownfield Coalition Grant application on behalf of Walker County and its coalition members, and the grant application was submitted to the EPA. Terracon will assist Walker County, as the lead member, in EPA grant administration for the Walker County, Georgia area with services to include:

- Programmatic Support – Terracon will assist the client, as needed, to provide the reporting and documentation requirements of the grant to include quarterly reports, annual reporting, MBE/DBE reporting, ACREs database entry, and Grant Close-out Report.

Terracon Consultants, Inc. 51 Lost Mound Drive, Chattanooga, TN 37406
P (423) 499-6111 F (423) 499-8099 terracon.com

Environmental



Facilities



Geotechnical



Materials

- **Quality Assurance Project Plans** – Terracon will develop the Generic Quality Assurance Project Plan (QAPP) and submit for approval to EPA.
- **Brownfield Property Identification and Inventory** – Terracon will assist Walker County in developing a brownfield property inventory and priority list for assessment and potential redevelopment opportunities.
- **Site Characterization and Assessment** – Terracon will complete Phase I and II ESAs on properties that have been approved for EPA grant funding. Terracon will develop Site Specific QAPPs for EPA approval as sites are recommended for Phase II ESAs. Health and Safety Plans (HASP) will be developed for each site.
- **Cleanup and Redevelopment Planning** – As site assessment activities are completed, sites may be recommended for cleanup planning. Terracon will prepare the EPA required Analysis of Brownfield Cleanup Alternatives (ABCA) as the cleanup planning document. Terracon may also assist with consulting services for state brownfield agreements or state reporting requirements. In coordination with Walker County, Terracon may also assist with redeveloping planning and workshops in the community.
- **Community Engagement/Involvement** – Terracon will develop a Community Engagement/Involvement Plan and submit it to the EPA for approval. Terracon will assist Walker County in conducting public engagement and brownfield education meetings to inform, educate, and encourage involvement with the community. Terracon will also provide guidance to Walker County in establishing a Brownfield Advisory Board, which will represent the community for the brownfield program.

Additional Services Beyond Base Services

- **EPA Grant Work Plan** – Upon award notification of the EPA Brownfield Assessment Grant and after authorization by Walker County, Terracon will complete and submit a grant work plan to the EPA.
- **Additional Grant Application Writing Services** – Upon request, Terracon can provide a scope of work for completing other grant application writing services.
- **Additional Environmental or Engineering Services** – Upon request, Terracon can provide a scope of work for completing brownfield or other environmental or engineering services to be funded outside of the EPA Brownfield Grant Program.

Scope and Report Limitations

The findings and conclusions presented in the proposed submittals will be based on information provided by the client, readily accessible information, and information collected as discussed in this proposal. Please note that we do not warrant database or third-party information or regulatory agency information used in the compilation of plans or reports. No warranties, express or implied, are intended or made.

B. COMPENSATION

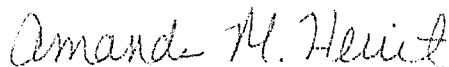
Fees, for the services described in the Scope of Work, will be allocated according to the budget presented in the EPA Brownfield Grant Application. Fees for the QAPPs, Site Specific QAPP, Phase I and II ESAs, and ABCAs will be billed lump sum. Fees for the Programmatic, Site Inventory, and Outreach services will be billed time and materials. Time and material items will be billed based on our standard fee schedule that is attached.

C. AUTHORIZATION

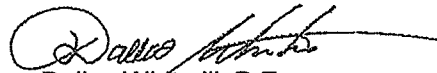
If this proposal meets with your approval, work may be initiated by returning a signed copy of the attached Master Service Agreement. Project initiation may be expedited by sending a copy of the signed MSA via e-mail or facsimile. A Task Order will be submitted for approval for each project task and scope of work. This proposal is valid if authorized within 90 days from the proposal date.

We appreciate the opportunity to provide this proposal and look forward to working with you on your Brownfield Program. If you have any questions or comments regarding this proposal or require additional services, please give us a call.

Sincerely,
Terracon Consultants, Inc.



Amanda M. Herrit, M.S.
Senior Environmental Scientist



Dallas Whitmill, P.E.
Senior Engineer/Environmental
Department Manager

Attachment: Master Service Agreement, Standard Fee Schedule

MASTER SERVICES AGREEMENT

This **MASTER SERVICES AGREEMENT** ("MSA") is between Walker County GA ("Client") and Terracon Consultants, Inc., its subsidiaries and affiliates, ("Consultant") for Services to be provided by Consultant on projects as described in the Project Information section of individual Task Orders or Task Order Proposals (which sections are incorporated into this MSA). For purposes of this MSA, "Client" shall include Walker County GA, its subsidiaries and affiliates.

- 1. Scope of Services.** The scope of Consultant's services ("Services") will be set forth in the Scope of Services section of an individual Task Order, or Task Order Proposal (which sections are incorporated into this MSA). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services. All Task Orders must be pre-approved in writing by the Client prior to the Consultant providing the Services set forth in the Task Orders.
- 2. Acceptance/ Termination.** Client agrees that execution of this MSA is a material element of the consideration Consultant requires to execute the Services. Additional terms and conditions may be added or changed only by written amendment to this MSA signed by both parties. In the event Client uses a purchase order or other form, including email authorization, to administer this MSA, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This MSA shall not be assigned by either party without prior written consent of the other party. Either party may terminate this MSA or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the project.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Compensation section of the individual Task Order, or Task Order Proposal (which sections are incorporated into this MSA). Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Consultant's performance of its Services and payment for its Services are contingent upon the awarding of one or more grants to the Client. If the grants are awarded, Consultant agrees to abide by all provisions of the grant(s) regarding the performance and payment for its Services provided that the provisions of the grant(s) are provided for review.
- 5. Third Party Reliance.** This MSA and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties. For a limited time period not to exceed three months from the date of the report, Consultant will issue additional reports to others agreed upon with Client, however Client understands that such reliance will not be granted until those parties sign and return Consultant's reliance agreement and Consultant receives the agreed-upon reliance fee.
- 6. LIMITATION OF LIABILITY.** CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS MSA, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR THE COMPENSATION PAID TO CONSULTANT FOR THE SPECIFIC PROJECT TASK ORDER IN DISPUTE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS MSA. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.
- 7. Indemnity/Statute of Limitations.** Consultant shall indemnify and hold harmless the Client and its respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by the Consultant's negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this MSA. Causes of action arising out of Consultant's services or this MSA regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of services on the project.
- 8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.
- 10. CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.

- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This MSA shall be governed by and construed according to the laws of the State of Georgia. The exclusive jurisdiction and venue for any legal action shall be in the Superior Court of Walker County Georgia
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by services not performed due to a failure to request or schedule Consultant's services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services). If applicable, Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. In the event that test samples obtained during the performance of Services (i) contain substances hazardous to health, safety, or the environment, or (ii) equipment used during the Services cannot reasonably be decontaminated, Client shall sign documentation (if necessary) required to ensure the equipment and/or samples are transported and disposed of properly, and agrees to pay Consultant the fair market value of this equipment and reasonable disposal costs. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site.
- 15. Ownership of Documents.** All work product, such as reports, logs, data, notes, or calculations, prepared by Consultant (hereinafter collectively "Work Product"), shall be jointly owned by Consultant and Client. Consultant shall not disseminate any of the Work Product to any third parties unless required to by Court Order or demand by a State of Georgia or Federal environmental agency, and provide Client with a copy of the Order or demand and an opportunity to intervene prior to the dissemination of the Work Product, except to the extent the Work Product is otherwise required to be made publicly available pursuant to applicable law. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes. Client acknowledges its responsibility for notifying Consultant of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

Consultant: **Terracon Consultants, Inc.**

By:  Date: **11/1/2021**

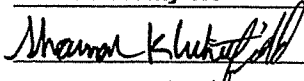
Name/Title: **Dallas E. Whitmill, P.E. / Senior Engineer/Department Manager**

Address: **51 Lost Mound Dr, Ste 135
Chattanooga, TN 37406-1030**

Phone: **(423) 499-6111** Fax: **(423) 499-8099**

Email: **Dallas.Whitmill@terracon.com**

Client: **Walker County GA**

By:  Date: **11/18/2021**

Name/Title: **Shannon K. Whitfield - Chairman / CEO**

Address: **PO Box 445
Lafayette, GA 30728**

Phone: **706-638-1437** Fax:

Email: **Commissioner@WalkerGa.us**

FIELD EXPLORATION			
Truck Mounted Rig			
Mobilization			
Local Mobilization - truck rig	@	\$530.00	/trip
With Drilling Equipment	@	\$2.00	/mile
Local Mobilization - ATV rig	@	\$734.00	/trip
With Drilling Equipment	@	\$3.00	/mile
Drill Crew with Pick-up Truck	@	\$2.00	/mile
Subsistence			
Access/Decontamination	@	\$163.00	/hour
Standby/General Labor	@	\$163.00	/hour
Soil Boring Advancement (Auger or Rotary Wash)			
0 - 25 feet Depth Range	@	\$11.00	/foot
25-50 feet Depth Range	@	\$12.00	/foot
50+ feet Depth Range	@	\$14.00	/foot
Soil Sampling:			
Undisturbed or Split Spoon	@	\$15.00	/smpl
Rock Drilling (NQ)			
Coring Setup (per boring)	@	\$153.00	/loc
0 - 25 feet Depth Range	@	\$56.00	/foot
25-50 feet Depth Range	@	\$58.00	/foot
50+ feet Depth Range	@	\$66.00	/foot
Rock Drilling (HQ)			
Coring Setup (per boring)	@	\$179.00	/loc
0 - 25 feet Depth Range	@	\$61.00	/foot
25-50 feet Depth Range	@	\$66.00	/foot
50+ feet Depth Range	@	\$71.00	/foot
Rock Drilling (Air Rotary)			
Setup (per boring)	@	\$255.00	/loc
0 - 25 feet Depth Range	@	\$32.00	/foot
25-50 feet Depth Range	@	\$34.00	/foot
50+ feet Depth Range	@	\$36.00	/foot
Core Boxes - waxed cardboard	@	\$8.00	/bx
Core Boxes - wood	@	\$38.00	/bx
Temporary Casing Installation, 4-inch			
0 - 25 feet Depth Range	@	\$12.00	/foot
25 - 50 feet Depth Range	@	\$14.00	/foot
50+ feet Depth Range	@	\$17.00	/foot
Temporary Casing Installation, 6-inch			
0 - 25 feet Depth Range	@	\$12.00	/foot
25 - 50 feet Depth Range	@	\$14.00	/foot
50+ feet Depth Range	@	\$17.00	/foot
Monitor Well Installation - 2" dia. PVC (excluding drilling)			
0 - 50 feet Depth Range	@	\$25.00	/foot
50-100 feet Depth Range	@	\$30.00	/foot
Monitor Well Installation - 4" dia. PVC			
0 - 50 feet Depth Range	@	\$27.00	/foot
50-100 feet Depth Range	@	\$32.00	/foot
Decontamination	@	\$122.00	/ea
Monitor Well Surface Improvements			
2'x2' Well Pad	@	\$255.00	/well
4"x4"x5' Steel Locking Shroud	@	\$67.00	/well
6"x6"x5' Steel Locking Shroud	@	\$128.00	/well
8" Flush Shroud	@	\$69.00	/well
4" dia. Protective posts	@	\$78.00	/post

TABLE 1

Walker County Brownfield Services
Standard Fees

Geoprobe Drilling		
Mobilization		
Local Mobilization	@	\$306.00 /trip
With Probe Equipment	@	\$2.00 /mile
Drill Crew with Pick-up Truck	@	\$1.00 /mile
Subsistence	@	\$168.00 /night
Soil Probe Drilling		
Geoprobe Drill Rig	@	\$2,183.00 /day
Decontamination	@	\$122.00 /ea
Standby/General Labor	@	\$163.00 /hour
Soil Boring Advancement		
SPT Boring		
0' to 20'	@	\$15.00 /foot
21' - 50'	@	\$18.00 /foot
Drilling Supplies		
Soil Sample Liners - Macro Core	@	\$8.00 /ea
Poly Tubing	@	\$1.00 /foot
Expendable Points	@	\$15.00 /ea
Prepack Well Screen	@	\$27.00 /foot
Bentonite - 50 lb bag	@	\$31.00 /ea
Boring Abandonment -		
4 Inch Diameter Well	@	\$10.00 /foot
6 Inch Diameter Well	@	\$12.00 /foot
Well Abandonment - plug in place		
2 Inch Diameter Well	@	\$10.00 /foot
4 Inch Diameter Well	@	\$12.00 /foot
Pad/Shroud Removal	@	\$122.00 /ea
Minimum Drilling Charge	@	\$2,100.00 /project
EQUIPMENT RENTAL AND SUPPLIES		
Equipment Rental/Supplies		
High Pressure Washer	@	\$87.00 /day
Steam Cleaner	@	\$148.00 /day
Air Compressor	@	\$122.00 /day
Generator	@	\$96.00 /day
Jackhammer - Electric	@	\$107.00 /day
Jackhammer - Air	@	\$73.00 /day
Pickup Truck - 1/2 ton	@	\$89.00 /day
Pickup Truck - 3/4 ton	@	\$89.00 /day
Photoionization Detector	@	\$97.00 /day
Oil/Water Interface Probe	@	\$62.00 /day
Electric Water Level Indicator	@	\$51.00 /day
Coring Maching	@	\$96.00 /day
Core Barrel Usage	@	\$2.00 in/in
Parastaltic Pump	@	\$87.00 /day
Hydrocarbon Skimmer Pump - Self Leveling	@	\$224.00 /wk
Safety Equip. (Barricades, Cones, Etc)	@	\$17.00 /day
Sampling supplies	@	\$51.00 /ea.
Bailers	@	\$12.00 /ea
Petroleum Absorbent Booms	@	\$61.00 /ea
Reconditioned Drums	@	\$77.00 /ea



TABLE 1

Walker County Brownfield Services
Standard Fees

TECHNICAL FIELD SERVICES			
Staff Services			
Environmental Technician	@	\$75.00	/hr
Project Environmental Technician	@	\$85.00	/hr
Senior Environmental Technician	@	\$95.00	/hr
Engineering Technician	@	\$49.00	/hr
Senior Engineering Technician	@	\$59.00	/hr
ICC Certified Special Inspector	@	\$69.00	/hr
Steel Inspector (4 hour minimum)	@	\$81.00	/hr
Mileage - 1/2 ton truck	@	\$0.68	/mi
Mileage - 3/4 ton truck	@	\$1.00	/mi
PROFESSIONAL AND SUPPORT SERVICES			
Principal	@	\$199.00	/hr
Principal/Chief Engineer	@	\$184.00	/hr
Senior Professional	@	\$176.00	/hr
Project Professional	@	\$131.00	/hr
Staff Professional	@	\$128.00	/hr
Field Professional	@	\$123.00	/hr
Senior Scientist	@	\$131.00	/hr
Project Manager	@	\$156.00	/hr
Senior Environmental Specialist	@	\$128.00	/hr
Project Environmental Specialist	@	\$123.00	/hr
Engineering Assistant	@	\$77.00	/hr
Technical Administrator	@	\$49.00	/hr
CAD Technician I	@	\$49.00	/hr
CAD Technician II	@	\$69.00	/hr
EXPENSES			
Mileage - 1/2 ton truck	@	\$0.68	/mi
Mileage - 3/4 ton truck	@	\$1.00	/mi
Overnight Per Diem (meals)	@	\$168.00	/night
Report Production & Delivery		\$100.00	
Subcontract Services and Expenses	Cost +	15%	

[Space above this line for recording data.]

Please Record and Return To:

J. Tom Minor, IV
The Minor Firm
P.O. Box 2586
Dalton, GA 30722-2586

QUIT CLAIM DEED

Georgia, Walker County

THIS INDENTURE made this 18th day of November, 2021, between Walker County, Georgia, a political subdivision of the State of Georgia,, Grantor, and Ten Foot Properties, LLC, a Georgia limited liability company, Grantee.

The words "Grantor" and "Grantee" whenever used herein shall include all individuals, corporations and any other persons or entities, and all the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto, and all those holding under either of them, and the pronouns used herein shall include, when appropriate, either gender and both singular and plural, and the grammatical construction of sentences shall conform thereto. If more than one party shall execute this deed each Grantor shall always be jointly and severally liable for the performance of every promise and agreement made herein.

THE GRANTOR, for and in consideration of the sum of one dollar and other valuable considerations, in hand paid at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has bargained and sold, and by these presents does grant, bargain, sell, convey, remise, release and forever quit claim unto the said Grantee, all the right, title, interest, claim or demand which the Grantor may have in and to the land as more particularly described in Exhibit "A" attached hereto, reference to which is hereby made and incorporated herein by reference.

THIS DEED is executed and delivered for the purpose of releasing the property herein described from the provisions of that certain Stormwater Facility Maintenance Agreement entered into by and between Grantor and Grantee dated October 3, 2021, and recorded in Deed Book 1741 Page 43, Walker County, Georgia Land Records, and to release any claim which Grantor might have on the above property from whatever source derived.

TO HAVE AND TO HOLD the said tract of land, with all and singular the rights, members, and appurtenances thereof, to the same being, belonging, or in any wise appertaining, to the only proper use, benefit and behoof of the said Grantee so that neither Grantor nor any other person claiming under him shall at any time, claim or demand any right, title or interest to the said tract of land, or its appurtenances.

IN WITNESS WHEREOF, this deed has been duly executed and sealed by Grantor the day and year first above written.

Signed, sealed and delivered
in the presence of:

Whitney Summey
Unofficial Witness

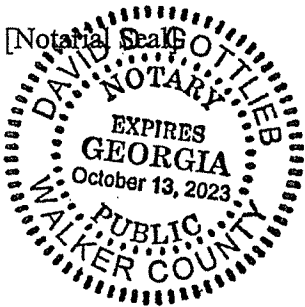
[Signature]
Notary Public

Walker County Georgia

By: [Signature]
Chairman

Attest: [Signature]
Clerk

My commission expires:



[Seal]

EXHIBIT “A”

All that tract or parcel of land lying and being in Land Lot No. 195 in the 10th District and 4th Section of Walker County, Georgia and being more particularly described as Lot No. 1 according to a plat of survey of Hinkle Town Center, and being more particularly described according to a plat of survey prepared by Mario Forte, Georgia Registered Land Surveyor, dated August 26, 2016, and recorded in Plat Book D Pages 271-272, Walker County, Georgia Land Records, reference to which plat is hereby made and incorporated herein by reference.

Walker County Departmental Statistics - October 2021



Department		Monthly Totals						YTD Totals		YTD Totals		Yearly Totals		Yearly Totals			
		September		October		2021		2020		2019		2018		2017		2016	
		Dogs	Cats	Dogs	Cats	Dogs	Cats	Dogs	Cats	Dogs	Cats	Dogs	Cats	Dogs	Cats	Dogs	Cats
Animal Shelter																	
Intake		97	42	115	44	1,117	612	1,093	516	1,094	295	1,176	25	1,628	979	1,301	1,004
Outake (Adopted, Rescued, Returned)		108	59	126	32	1,093	578	1,091	474	1,099	279	1,012	47	1,134	444	817	195
Adopted		3	12	7	14	22	67	33	65	208	152	138	34	217	147	304	94
Rescued		83	46	97	13	860	472	919	397	766	119	749	13	686	295	513	101
Returned to Owner		22	1	21	2	201	18	119	6	112	3	125	0	231	2	n/a	n/a
Euthanized		4	2	1	3	14	23	20	6	31	7	56	2	336	396	436	630
Codes Enforcement																	
In Compliance		1,461		1,285		17,663		6,672	5,124	9,309		5,124		4,745		no data	
Violations		18		19		370		343	857	435		857		1,469		221	
Closed Cases		10		8		146		161	339	58		339		480		no data	
Elections																	
Registered Voters		252		24		42,752		43,719	38,202	40,281		38,202		35,842		2016	34,206
Fire Department																	
Calls for Service		206		224		3,358		3,478	5,670	6,091		5,670		4,441		3,492	
Units Handling Calls for Service		400		422		5,820		5,705	6,359	8,815		6,359		4,742		no data	
Smoke Alarms Installed		5		44		327		322	228	781		228		21		no data	
Litter																	
Roadside Trash Pounds		9,980		13,320		123,440		143,800	122,912	143,330		122,912		123,020		2016	no data
Mountain Cove Farms																	
Total Nights Booked		73		122		714		840	908	1,102		908		525		2016	162
Planning																	
Single Family New Home Construction		12		9		123		150	124	128		124		135		2016	123
Public Relations																	
Media Impressions (stories)		47		39		392		460	509	451		509		603		no data	
Facebook Followers Added		126		91		1,098		2,768	2,182	1,880		2,182		4,615		no data	
Facebook Posts		41		39		458		888	487	602		487		594		no data	
WalkerCountyGA.gov visitor views		44,216		45,567		485,774		668,051	316,285	357,989		316,285		399,087		173,745	
Newsletter Subscribers Added		34		44		1,303		1,104	925	971		925		1,184		no data	
Public Works																	
Patching/Potholes		469		491		3,979		5,785	4,798	6,148		4,798		no data		2016	no data
Walker Transit																	
Total Trips		1,693		1,849		14,701		17,436	21,551	26,535		21,551		24,938		2016	no data

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

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

1.

The Walker County Board of Commissioners met in an open and duly advertised meeting on November 18, 2021.

2.

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

3.

In my capacity as Commissioner Chairman, I presided over the executive session.

The executive session was called to order at 7:45 p.m. The following Commissioners were present: Mark Askeew, Brian Hart, Robert Blakemore, and Robert Stultz.

Also in attendance: David Gottlieb, County Attorney.

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):

Skw ☒ **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 ☒ **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 ☒ **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. _____.

SKW x No other matters were discussed during the executive session.

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

This 18th day of November, 2021.

Shannon K. Whitfield

Print Name: Shannon K. Whitfield

Print Title: Commission Chairman

Sworn to and subscribed before me this
18th day of November, 2021.

[Signature]

Notary Public

My commission expires: _____

