

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

The following constitutes the agenda for the regular scheduled meeting of the Board of Commissioners of Walker County, Georgia to be held on December 30, 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 Scheduled Meeting**
Clerk establishes a Quorum is present
- **Approve Agenda (amended at the meeting; see notes in parentheses)**
- **Approve Minutes**
Approval of the Minutes for the Regular Scheduled Meeting Held December 9, 2021 at 7:00 p.m.

Approval of the Minutes of the Called Work Session Held December 15, 2021 at 6:00 p.m.
- **Unfinished Business**
Variance Appeal by Sharon Reneau for Property Located at 41 Lee School Road LaFayette, GA 30728. Tax Map & Parcel Number 0-482-018A **(removed)**

Contract with Association County Commissioners of Georgia (ACCG) for Plan Amendment #1 of the Defined Benefit Plan for Walker County Employees **(removed)**

Contract with Association County Commissioners of Georgia (ACCG) to Adopt the Defined Benefit Plan for Walker County Employees **(removed)**
- **New Business**
Resolution R-062-21 to Appoint a Chairperson to the Walker County Planning Commission

Resolution R-063-21 to Appoint a Member to the Board of the Walker County Water & Sewerage Authority

Resolution R-064-21 to Appoint a Member to the Walker County Animal Control Board

Resolution R-065-21 to Enact a Temporary Moratorium on the Acceptance of Applications for Zoning Approvals, Building Permits, Land Disturbance Permits and Any Other Approvals Regarding New Large Scale Commercial Poultry House Operations or the Considerable Expansion of Existing Confined Feeding / Commercial Poultry House Operations

Resolution R-066-21 to Appoint a Member to the Walker County Alcoholic Beverage Commission

Resolution R-067-21 to Authorize Membership in the ACCG Interlocal Risk Management Agency (IRMA)

Intergovernmental Contract with ACCG - IRMA for Management of Liability and Property Damage Risks

Local Marketing Organization Agreement with the Walker County Chamber of Commerce

Personal Services Agreement with Robert Wardlaw

Inmate Medical Services Agreement for the Walker County Sheriff's Office

Purchase Order 2022-00000142 for \$44,612 to purchase ten (10) police radios for Sheriff's Office vehicles and fire trucks (*Funding from 2020 SPLOST*)

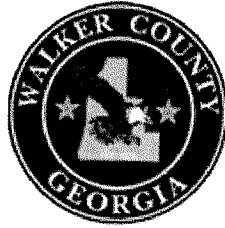
Purchase Order 2022-00000374 for \$53,901.52 to purchase two (2) Ford F-150 Supercab XL 4x4 Pickup Trucks (*Funding from FY2022 Budget*)

Purchase Order 2022-00000442 for \$459,817.94 to purchase a 2021 Gradall XL4100 V from Tractor & Equipment Company (*Funding from 2020 SPLOST*)

Resolution R-068-21 to Appoint a Member to the Walker County Alcoholic Beverage Commission (***added***)

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

NEXT MEETING - JANUARY 13, 2022



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

Minutes of the Regular Scheduled Meeting
December 30, 2021

- I. **Call to Order:**
Chairman Whitfield called to order the Regular Scheduled Commissioner's Meeting held at Annex III, 201 S. Main Street, LaFayette, Georgia at 7:00 PM on December 30, 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, Planning and Zoning Director David Brown, Economic Development Director Robert Wardlaw, Legal and Policy Director David Gottlieb, Fire Chief Blake Hodge, Sheriff Steve Wilson, 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 Askew made a motion to amend the agenda and add Resolution R-068-21, seconded by Commissioner Blakemore, 4 ayes and 0 nays, motion was approved.
- IV. **Approval of Minutes:**
Commissioner Hart made a motion to approve the minutes for the Regular Scheduled Meeting held December 9, 2021 at 7:00 PM, seconded by Commissioner Stultz, 4 ayes and 0 nays, motion was approved.

Commissioner Stultz made a motion to approve the minutes for the Work Session held December 15, 2021 at 6:30 PM, seconded by Commissioner Hart, 4 ayes and 0 nays, motion was approved.
- V. **Unfinished Business:**
 - I. Chairman Whitfield stated this was an item that had been tabled at the previous meeting. Commissioner Stultz said he had looked at the property and spoken with Ms. Reneau and Planning and Zoning Director David Brown about the situation. David Brown said there were some issues with the septic system and gave some of the possible solutions. Commissioner Stultz made a motion to remove this item from the agenda until further information is brought forward, seconded by Commissioner Blakemore, 4 ayes and 0 nays, motion carried.
 - II. Chairman Whitfield stated the next two items on the agenda pertained to the Defined Benefit Retirement Plan that was still in the works by the plans Board of Trustees. Chairman Whitfield made a motion to remove both items from the agenda until they are finalized, seconded by Commissioner Askew, 4 ayes and 0 nays, motion carried.
- VI. **New Business:**
 - I. Chairman Whitfield read Resolution R-062-21 to appoint a Chairperson to the Walker County Planning Commission. Chairman Whitfield made a motion to appoint Michael Haney, seconded by Commissioner Stultz, 4 ayes and 0 nays, motion carried.
 - II. Chairman Whitfield read Resolution R-063-21 to appoint a member to the Board of the Walker County Water and Sewerage Authority. Chairman Whitfield made a motion to appoint Michael Haney, seconded by Commissioner Blakemore, 4 ayes and 0 nays, motion carried.

- III. Chairman Whitfield read Resolution R-064-21 to appoint a member of the Walker County Animal Control Board. Chairman Whitfield said this was a recommendation from Commissioner Hart. Chairman Whitfield made a motion to appoint Cecilia Westbrook, seconded by Commissioner Hart, 4 ayes and 0 nays, motion carried.
- IV. Chairman Whitfield read Resolution R-065-21 to enact a temporary moratorium on the acceptance of applications for zoning approvals, building permits, land disturbance permits, and any other approvals regarding new large sale commercial poultry house operations or the considerable expansion of existing confined feeding/ commercial poultry house operations. Chairman Whitfield said this was a six month extension of the current moratorium to give more time to gather information. He said this does not affect or stop current poultry operations or operations under eight houses. Commissioner Stultz made a motion to approve, seconded by Commissioner Hart, 4 ayes and 0 nays, motion carried.
- V. Chairman Whitfield read Resolution R-066-21 to appoint a member to the Walker County Alcoholic Beverage Commission. He said Mr. Kelley was a current member and this would extend his term until 2024. Chairman Whitfield made a motion to approve, seconded by Commissioner Askew, 4 ayes and 0 nays, motion carried.
- VI. Chairman Whitfield read Resolution R-067-21 to authorize membership in the ACCG Interlocal Risk Management Agency (IRMA). He said this is a standard resolution to move forward with the switch of the County's general liability and vehicle coverage to ACCG IRMA which would be effective the first of the year. Commissioner Blakemore made a motion to approve, seconded by Commissioner Stultz, 4 ayes and 0 nays, motion carried.
- VII. Chairman Whitfield stated this Intergovernmental Contract with ACCG was an extension document for the previous resolution. Commissioner Stultz made a motion to approve, seconded by Commissioner Blakemore, 4 ayes and 0 nays, motion carried.
- VIII. Chairman Whitfield said the local marketing organization agreement with the Walker County Chamber of Commerce is an extension and renewal of the contract from last year. He said there are a few modifications from last year's pricing but overall everything is the same. He said Lacey Wilson with the Chamber of Commerce was present to answer any questions. Commissioner Hart made a motion to approve, seconded by Commissioner Askew, 4 ayes and 0 nays, motion carried.
- IX. Chairman Whitfield read the Personal Services Agreement with Robert Wardlaw. He said since Robert Wardlaw is retiring at the end of the year this agreement will keep him on as an employee on an as needed basis for projects he has already been working on. Commissioner Askew made a motion to approve, seconded by Commissioner Hart, 4 ayes and 0 nays, motion carried.
- X. Chairman Whitfield read the Inmate Medical Services Agreement for the Walker County Sheriff's Office. Sheriff Steve Wilson stated the current provider elected not to continue providing service and they had found Correct Med LLC to take their place. He said this is a twelve month contract with a 90 clause to terminate services. He said this contract will renew every year unless either party notifies the other of termination. Commissioner Stultz said Sheriff Steve Wilson is doing a wonderful job and he knows Ms. Griffin will do great. Sheriff Wilson said he met with her today and he feels like she will do a great job. He added that Commissioner Stultz did a great job in this position for over sixteen years and he appreciated his input. Commissioner Stultz made a motion to approve, seconded by Commissioner Blakemore, 4 ayes and 0 nays, motion carried.
- XI. Chairman Whitfield read Purchase Order 2022-00000142 for ten police radios for Sheriff's office vehicles and fire trucks. Fire Chief Blake Hodge said the mobile radios will go in eight fire trucks and two sheriffs vehicles. He said this equipment is being purchased as needed now and not in bulk. He said small requests like this one will continue over the next three to four years. Commissioner Askew made a motion to approve, seconded by Commissioner Blakemore, 4 ayes and 0 nays, motion carried.
- XII. Chairman Whitfield read Purchase Order 2022-00000374 for two Ford F150 Supercab XL 4x4 pickup trucks. He said one is ready at the dealer and one is on hold waiting on a chip. He said these vehicles are needed because there are not currently any back up vehicles for the County fleet. Commissioner Blakemore made a motion to approve, seconded by Commissioner Stultz, 4 ayes and 0 nays, motion carried.

XIII. Chairman Whitfield read Purchase Order 2022-00000442 for a 2021 Gradall XL4100 V. He said this unit will come with a two year warranty and will be paid for at the time of purchase. He said this item is needed as the current equipment is not operable or fixable. Commissioner Blakemore made a motion to approve, seconded by Commissioner Askew, 4 ayes and 0 nays, motion carried.

XIV. Chairman Whitfield read Resolution R-068-21 to appoint a member to the Walker County Alcoholic Beverage Commission. He said Mr. Hill was recommended to him by Commissioner Blakemore. Chairman Whitfield made a motion to approve, seconded by Commissioner Blakemore, 4 ayes and 0 nays, motion carried.

VII. Public Comment

Ray Marsh came forward and said it has been a long year since the incident with the lone ranger. He said the lone ranger's behavior was an embarrassment to the County and he had hoped to see more inclusion since his actions. He said he would like to see more minority people appointed to County Boards. He said inclusion of minority people would bring more diversity of ideas and be an asset to the county. He said he was grateful for the Board and he hoped they would take some of his recommendations on appointments to future County Boards.

VIII. Commissioner Comments:

Commissioner Blakemore thanked Mr. Marsh for his comments. He thanked everyone for coming out and encouraged them to reach out with any concerns or questions.

Commissioner Askew thanked everyone for coming out and being involved. He gave a shout out to Robert Wardlaw and said he looked forward to his help with the transition for Stephanie Watkins.

Commissioner Hart said he is excited for Robert Wardlaw's retirement because he will be opening a restaurant in town. He said over fifty percent of house fires occur from December to February due to heating and encouraged everyone to be careful as cold weather is approaching.

Commissioner Stultz thanked Mr. Marsh for his comments. He said as we close the year he wanted to thank all of the County employees for their service and hard work. He also thanked everyone for their participation in the County government and wished everyone a Happy New Year!

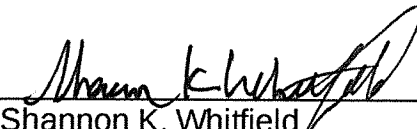
Chairman Whitfield thanked Robert Wardlaw for his service to the County. He said the agreement from tonight will help with the transition to the new Economic Development Director. Chairman Whitfield said he wanted to brag on the Commissioners as this past year has been a huge transition. He said the Board puts in a lot of time on top of their full time jobs and he appreciated all of their hard work and dedication. He said a County employee had a recent house fire and wanted to emphasize the importance of smoke alarms and the fire departments free services to install them. He thanked everyone for their participation and wished them a Happy New Year!

IX. Executive Session:

Chairman Whitfield stated there was no need for an Executive Session tonight.

Adjournment:

Commissioner Hart made a motion to adjourn the meeting, Commissioner Blakemore seconded the motion, motion carried and the meeting was adjourned at 7:57 PM.


Shannon K. Whitfield
Chairman/CEO
Walker County Georgia

01/13/2022
Date

Minutes prepared by: Walker County Board Clerk, Whitney Summey

Regular Scheduled Commissioners Meeting

Walker County Annex III

December 30, 2021

7:00 PM

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

Regular Scheduled Commissioners Meeting

December 30, 2021

7:00 PM

Name

Address

Kam Bradley

BILL BROWNE

Stephanie Watkins

Rock Springs, GA

~~RINKE HOSSE~~

~~Decca Wooden~~

Toben Hill

Rossville, GA

ROBERT WARDLAW

~~Rob Niles~~

Shawn Torgesen

~~Scott Miller~~

Rossville, GA

Lacey Wilson

Chamber of Commerce

Steve Wilson

WCSO

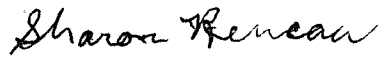
October 28, 2021

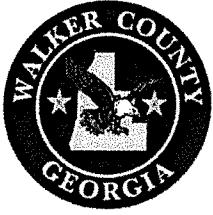
To Whom It May Concern:

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

Sincerely,

Sharon Reneau

A handwritten signature in black ink that reads "Sharon Reneau". The script is cursive and fluid, with the first name "Sharon" and last name "Reneau" clearly legible.



Walker County Planning Commission

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

ATTENDEES:

Planning Commission Members

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

Walker County Planning Staff

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

I. CALL TO ORDER:

Chairman Michael Haney called the meeting to order at 6:00 P.M. Chairman Haney asked if there was a motion to open the public meeting.

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

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

III. PUBLIC HEARING:

A. Preliminary Plat:

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

B. Conditional Use Variance:

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

C. Variance:

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

IV. MOTION TO CLOSE PUBLIC HEARING:

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

V. MOTION TO OPEN NEW BUSINESS:

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

VI. NEW BUSINESS:

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

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

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

IV. **ADJOURNMENT:**

Susan Tankersley made a motion to adjourn. Terry Newberry seconded the motion. Motion carried. Meeting adjourned.

Date Submitted Planning Commission Chairman

Date Submitted Kristy Parker, Planning Commission Secretary

Date Submitted David Brown, Director of Codes, Inspection & Planning

These minutes are also available in the Planning Office.

(a) *Required.*

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

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

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

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

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

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

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

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

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

(c) *Exceptions.*

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

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

(d) *Enforcement.*

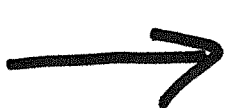
(1) Permanent connection to utilities shall not be approved until the building inspector has issued a Certificate of Completion.

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

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

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

(a) *Generally.*

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

Standards Act or the State industrialized buildings act.

- (5) Manufactured homes and modular homes placed in residential zoning districts or areas shall meet the minimum compatibility standards set forth in this section.
 - (6) The building official may approve deviations from 1 or more of the developmental or architectural standards provided herein on the basis of a finding that the materials to be utilized or the architectural style proposed for the dwelling will be compatible and harmonious with existing structures in the vicinity.
 - (7) These compatibility standards are not applicable and shall not be applied to manufactured homes or mobile homes when located in a manufactured home rental community or park or mobile home rental community or park.
- (b) *Non-conforming structures.*
- (1) *Permitted locations.* Manufactured homes and mobile homes which do not conform to the standards established in subsection (a) of this section shall be permitted within areas designated or utilized as agricultural, R-3, and manufactured home parks, provided that each home complies with the district standards in which it is located and also as special use in all zoning districts as provided for use as a principal dwelling, an accessory dwelling, for security purposes or for developments under construction.
 - (2) *Compatibility standards for placement.* Compatibility standards for placement of manufactured homes not meeting the standards set forth in subsection (a) of this section and mobile homes built before June 15, 1976, are as follows:
 - a. A 30-foot setback is required from any other dwelling unit on the site.
 - b. The structure must be connected to the water and sewage system (including well and septic tank, if applicable) approved by the Health Department.
 - c. In the event minimum installation standards have not been adopted by the State, the structure must be installed according to the manufacturer's installation instructions, when available, or appendix H of the State Building Code.
 - d. The area beneath each such structure must be enclosed with materials manufactured for such purposes, including, but not limited to, brick, concrete, rock or other materials which have been approved by the County Planning Director.
 - e. When used as an accessory structure or dwelling, the manufactured home or mobile home shall be located to the rear of the principal structure.
- (c) *Additional requirements.* The minimum lot width at the front building line and the minimum lot area shall be as follows:

Minimum Lot Width and Lot Area

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

*Minimum width at front building line/unit.

**15,000 each additional unit.

***30,000 each additional unit.

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

(d) *Setup, anchoring and skirting.*

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

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

WALKER COUNTY
PLANNING & DEVELOPMENT
AGENDA ITEM

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

Tax map & parcel number 0-482-018A

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

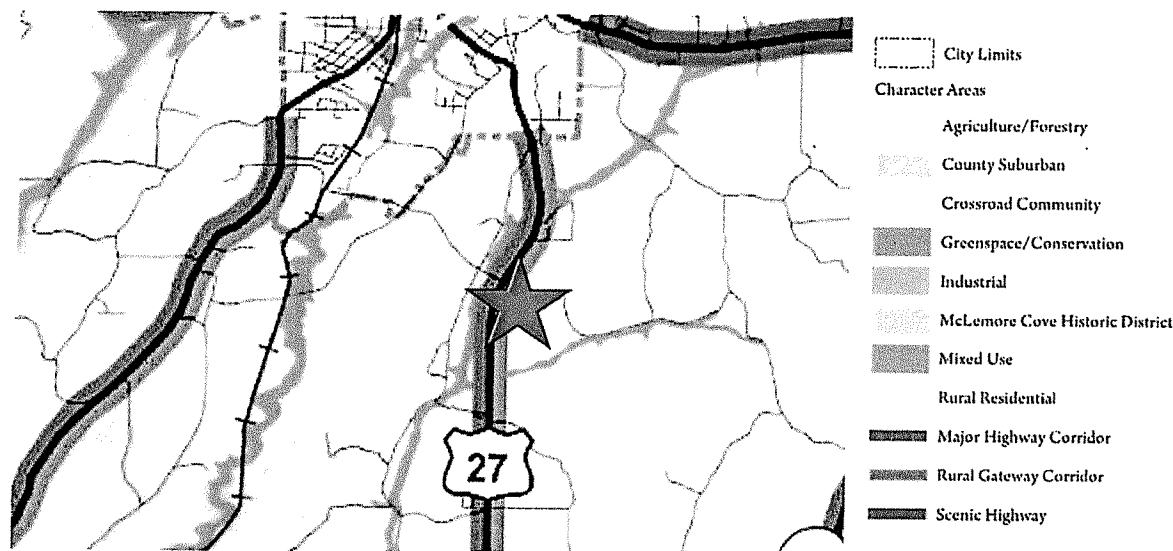
Present Zoning: R-2 (Residential)

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

Projected Area:



Future Land Use Map:



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

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

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

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

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

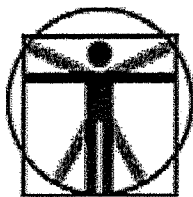
be able to fix my trailer. My hot water heater doesn't work in my camper and my food goes bad because I can't afford to run the generator except for at night. It would be maybe \$200 for electricity instead of \$1000. I could be able to have a refrigerator, a hot bath which helps my arthritis, and I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

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

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

Sincerely,
Sharon Reneau

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



Hamilton
Physician Group

Date: 11/01/2021

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

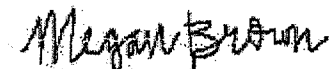
To Whom It May Concern:

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

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

Please call with any questions or concerns.

Sincerely,



Electronically Signed by: MEGAN BROWN, MD



RESOLUTION R-062-21

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

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

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

WHEREAS, Chairman Shannon K. Whitfield submits the following appointment to serve as the Chairperson of the Walker County Planning Commission:

Michael Haney - for a term ending on December 31, 2022

THEREFORE, BE IT RESOLVED by the Board of Commissioners of Walker County, Georgia that the appointment of Michael Haney to serve as Chairperson of the Walker County Planning Commission is approved.

SO RESOLVED AND ADOPTED this 30th day of December, 2021.

ATTEST:

Rebecca Wooden

REBECCA WOODEN, County Clerk

WALKER COUNTY, GEORGIA

Shannon K. Whitfield

SHANNON K. WHITFIELD, Chairman



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



RESOLUTION R-063-21

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF WALKER COUNTY TO APPOINT A MEMBER OF THE WALKER COUNTY WATER AND SEWERAGE AUTHORITY

WHEREAS, Georgia Governor George Busbee approved Act 421 on March 23, 1977 creating the Walker County Water and Sewerage Authority, a political subdivision of the State of Georgia and a public corporation; and

WHEREAS, Section 2 (b) of Act 421 governs the appointment and term of service of members to the Walker County Water and Sewerage Authority; and

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

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

WHEREAS, a vacancy exists on the Walker County Water and Sewerage Authority due to the expiration of the term of Michael Haney; and

WHEREAS, Chairman Shannon K. Whitfield submits the following appointment to serve as a member of the Walker County Water and Sewerage Authority:

Michael Haney - for a term ending on May 31, 2026

WHEREAS, Michael Haney is duly qualified to serve as a member of the Walker County Water and Sewerage Authority and has expressed a willingness to continue to serve the people of Walker County in such capacity;

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

SO RESOLVED AND ADOPTED this 30th day of December, 2021.

ATTEST:

REBECCA WOODEN, County Clerk

WALKER COUNTY, GEORGIA

SHANNON K. WHITFIELD, Chairman



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



RESOLUTION R-064-21

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

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

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

WHEREAS, a vacancy exists on the Animal Control Board; and

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

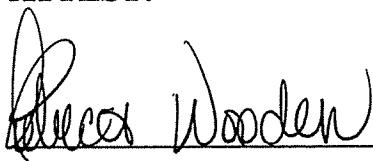
Cecilia Westbrook - for a term ending on December 31, 2022

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

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

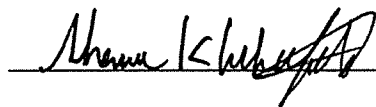
SO RESOLVED AND ADOPTED this 30th day of December, 2021.

ATTEST:



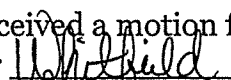
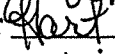
REBECCA WOODEN, County Clerk

WALKER COUNTY, GEORGIA



SHANNON K. WHITFIELD, Chairman



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



RESOLUTION R-065-21

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF WALKER COUNTY FOR THE PURPOSE OF ENACTING A TEMPORARY EMERGENCY MORATORIUM ON THE ACCEPTANCE OF APPLICATIONS FOR ZONING APPROVALS, BUILDING PERMITS, LAND DISTURBANCE PERMITS, AND ANY OTHER APPROVALS OR PERMITS, OR PROCESSING OF OR ISSUANCE OF DECISIONS ON ANY SUCH APPLICATIONS, REGARDING NEW LARGE SCALE COMMERCIAL POULTRY HOUSE OPERATIONS OR THE CONSIDERABLE EXPANSION OF EXISTING CONFINED FEEDING/COMMERCIAL POULTRY HOUSE OPERATIONS

WHEREAS, the Board of Commissioners (Board) has determined evaluation is necessary to determine the effect of large scale commercial poultry house operations on the natural resources, environment, citizens and neighborhoods of Walker County; and

WHEREAS, the concept of a large scale commercial poultry house operation is not consistent with the family farm operations that have been common in Walker County; and

WHEREAS, waste disposal practices associated with large scale commercial poultry house operations contribute to high nutrient loading on waters of the United States, and current disposal practices severely impact the ability of the State of Georgia to meet the water quality standards in the Coosa River Basin and Tennessee River Basin set by the Environmental Protection Agency; and

WHEREAS, the Board is aware of a number of poultry farms in northwest Georgia that are proposing to buy property with no existing potable water available for the purpose of building large scale commercial poultry house operations; and

WHEREAS, the Board desires to reach a balance between the rights of poultry growers to use their land and the rights of neighbors to enjoy their own land without suffering odors, noise, dust and other conditions caused by large scale commercial poultry house operations; and

WHEREAS, the Board needs time to review County Ordinances pertaining to large scale commercial poultry house operations, consider drafted changes, advertise and hold public hearings required by law, and adopt said changes;

THEREFORE, BE IT RESOLVED that the Board of Commissioners of Walker County, Georgia hereby enacts a temporary moratorium that is established as follows:

(1) This moratorium is enacted for temporary and emergency purposes only, and shall be in effect through and including 180 days from its adoption, or until it is repealed, whichever occurs first.

(2) This moratorium applies to all applications for any permit approval or issuance required for the construction, expansion or operation of new or expanded *Large Scale Commercial Poultry House Operations*. For the purposes of this moratorium, Large Scale Commercial Poultry House Operation shall mean any grouping of nine or more structures designed to house or process chickens or turkeys.

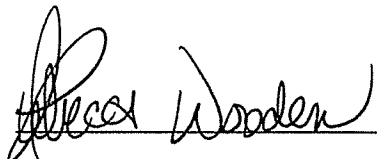


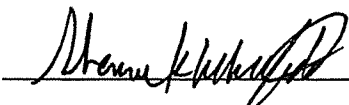
- (3) Neither the County nor any of its staff or departments shall accept applications for zoning approval, building permits, land disturbance permits, or any other approvals or permits, or process or issue any decisions on any such applications regarding facilities or structures for new or expanded *Large Scale Commercial Poultry House Operations*. For the purposes of this moratorium, *Large Scale Commercial Poultry House Operations* shall mean any grouping of nine or more structures designed to house or process chickens or turkeys.
- (4) No action taken by any person or entity during this temporary moratorium shall serve to vest rights to develop or operate any large scale commercial poultry house operation.
- (5) Previously approved large scale commercial poultry house operations shall not be prevented by this moratorium from operation under and consistent with prior final approval.

SO RESOLVED AND ADOPTED this 30th day of December, 2021.

ATTEST:

WALKER COUNTY, GEORGIA


REBECCA WOODEN, County Clerk


SHANNON K. WHITFIELD, Chairman



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



RESOLUTION R-066-21

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF WALKER COUNTY TO
APPOINT MEMBERS OF THE ALCOHOLIC BEVERAGE COMMISSION**

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

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

WHEREAS, a vacancy exists on the Alcoholic Beverage Commission; and

WHEREAS, Chairman Whitfield submits the following appointment to serve as a member of the Alcoholic Beverage Commission:

Dean Kelley - 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 Dean Kelley is hereby approved.

SO RESOLVED AND ADOPTED this 30th day of December, 2021.

ATTEST:

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

REBECCA WOODEN, County Clerk

WALKER COUNTY, GEORGIA

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

SHANNON K. WHITFIELD, Chairman



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

RESOLUTION AUTHORIZING MEMBERSHIP IN THE ACCG - INTERLOCAL RISK MANAGEMENT AGENCY

WHEREAS, Article 9, Section 3, Paragraph 1 of the Constitution of Georgia authorizes counties and other political subdivisions to contract with each other for activities which the contracting parties are authorized by law to undertake; and,

WHEREAS, Chapter 85 of Title 36 of the Official Code of Georgia Annotated authorizes counties to execute intergovernmental contracts to form, and become members of, an interlocal risk management agency for the purpose of sharing the risks of accident, disability, supplemental medical, general liability, motor vehicle liability, property damage, or any combination of such risks with those of other counties; and,

WHEREAS, counties within Georgia have found it increasingly difficult to obtain commercial insurance protection, and have found the costs of such protection often exceed the ability of a county to pay; and,

WHEREAS, counties in Georgia need a stable method for managing their risks to avoid the unpredictable and cyclical nature of the commercial insurance market; and,

WHEREAS, many Georgia counties do not have sufficient resources to self-insure their risks on an individual basis; and,

WHEREAS, through the Association County Commissioners of Georgia, Georgia counties have created an intergovernmental risk management agency so that the Georgia counties may insure and/or self-insure their risks; and,

WHEREAS, the County of Walker is desirous of becoming a member of the Association County Commissioners of Georgia – Interlocal Risk Management Agency (hereafter referred to as ACCG – IRMA), an interlocal risk management agency formed pursuant to Chapter 85 of Title 36 of the Official Code of Georgia Annotated; and,

WHEREAS, the governing authority of the County of Walker has reviewed the intergovernmental contract and the bylaws of ACCG-IRMA and find that the goals of ACCG-IRMA and the obligations imposed upon this

county are in accordance with the philosophy and public policy objectives of this community; and,

WHEREAS, the governing authority of the County of Walker finds that it is in the best interest of its citizens to become a member of ACCG-IRMA,

NOW THEREFORE, BE IT RESOLVED by the governing authority of the County of Walker, Georgia:

SECTION 1

The governing authority of the County of Walker hereby authorizes the County to become a member of ACCG-IRMA and a participant in the following ACCG-IRMA Funds (*check all that apply*):

☒

Property and Liability Fund

☐

Supplemental Medical, Accident, and Disability Fund

SECTION 2

The Chairman/CEO of the County
(Insert Title of Chief Executive Officer)
of Walker is authorized to execute on behalf of the County the intergovernmental contract to become a member of ACCG-IRMA. Copies of the intergovernmental contract and the bylaws of ACCG-IRMA are attached to and made a part of this resolution as Appendix 1.

SECTION 3

The powers of ACCG-IRMA, unless the intergovernmental contract and ACCG-IRMA bylaws are amended, shall be limited to those authorized by Chapter 85 of Title 36 of the Official Code of Georgia Annotated, and the related Rules and Regulations of the Commissioner of Insurance of the State of Georgia.

SECTION 4

The continuing operations of ACCG-IRMA and the obligation of the County to fully participate in such operations shall be effectuated in accordance with the intergovernmental contract and ACCG-IRMA bylaws.

SECTION 5

The Chairman/CEO is designated as the County's
(Insert Title of Designated Person)
representative to ACCG-IRMA. The County may change its representative by informing ACCG-IRMA of the change in writing.

SECTION 6

This resolution shall be effective upon its passage and approval.

Adopted this 30 day of December 20 21.

Thanna K. L. L.
Chairman or Sole Commissioner

County of Walker

ATTEST:

Reed Wooden

Clerk of the County of Walker
(Imprint County Seal)



Intergovernmental Contract

This agreement is made and entered into this 30 day of December, 2021, by and between the counties who are now or may hereafter become Members of the Association County Commissioners of Georgia - Interlocal Risk Management Agency (hereafter referred to as ACCG - IRMA) for the purpose of creating one or more group self-insurance funds for the management of liability and property damage risks of the Member counties.

WHEREAS, Chapter 85 of Title 36 of the Official Code of Georgia Annotated authorizes Georgia counties to form interlocal risk management agencies; and,

WHEREAS, certain counties which are signatories to this contract desire to form such an interlocal risk management agency pursuant to such statute and the rules and regulations of the Commissioner of Insurance of the State of Georgia.

NOW, THEREFORE, IN CONSIDERATION OF the mutual covenants, promises and obligations contained herein, which were given to and accepted by each county becoming a party to this agreement, the parties agree as follows:

PARAGRAPH 1

Establishment of the Association County Commissioners of Georgia - Interlocal Risk Management Agency

Section 1.1

Association County Commissioners of Georgia – Interlocal Risk Management Agency Created.

A county interlocal risk management agency to function as an unincorporated non-profit instrumentality of its Member counties in the manner expressed herein is created. The purpose of this agreement is to jointly exercise powers common to each participating county:

- to establish and administer a risk management service;
- to prevent or lessen the incidence and severity of casualty and property losses occurring in the operation of county government; and

- to defend and protect, in accordance with this contract and related coverage descriptions, any Member of ACCG - IRMA against liability or loss as stated in such documents. The activities of ACCG - IRMA shall not constitute conduct of an insurance business.

Section 1.2

Preliminary Operations

When two or more counties shall have executed this agreement, the Board of Trustees, as designated in Paragraph 3 of this agreement, shall direct the affairs of ACCG - IRMA. The Executive Director of the Association County Commissioners of Georgia shall be appointed as Manager. The Manager may recommend to the Board of Trustees the appointment of necessary Service Companies, attorneys and agents for operation of ACCG - IRMA. Any county, as defined in Chapter 85 of Title 36 of the Official Code of Georgia Annotated, shall be eligible to apply for membership in ACCG - IRMA.

PARAGRAPH 2

Definitions

Section 2.1

Definitions

In the interpretation of this agreement the following definitions shall apply unless the context requires otherwise:

- (1) "Manager" shall mean the person or agency designated to supervise the administration of ACCG - IRMA and to perform such duties and exercise such powers as shall be specifically designated by the Board.
- (2) "ACCG - IRMA" shall mean the Association County Commissioners of Georgia – Interlocal Risk Management Agency.
- (3) "Board" shall mean the Board of Trustees of ACCG - IRMA.
- (4) "Coverage Description or Description" shall mean the written explanation of general liability, motor vehicle liability, property damage and other claims for which Members are jointly self-insured through a Fund or Funds.

- (5) "Group Self-Insurance Fund or Fund" shall have the same meaning as defined in Chapter 85 of Title 36 of the Official Code of Georgia Annotated, as amended.
- (6) "Member" shall mean a county as defined in Chapter 85 of Title 36 of the Official Code of Georgia Annotated, as amended, participating in ACCG - IRMA in conformity with this contract.
- (7) "Service Company" shall mean a person or agency designated to perform claim settlement services, to make a determination of risk factors of Members and applicants for membership, to acquire necessary excess insurance and reinsurance proposals, and to perform other functions in the day to day operation of ACCG - IRMA as directed by the Board or Manager.

PARAGRAPH 3

Board of Trustees

Section 3.1 Initial Board Qualifications

The initial Board shall take office when this agreement shall become effective in accordance with Paragraph I hereof. The initial trustees and their terms of office shall be as specified in the bylaws of ACCG - IRMA.

Section 3.2 Subsequent Board Members

The Board of ACCG - IRMA shall be those persons selected in accordance with the bylaws of ACCG - IRMA.

Section 3.3 Meetings

All meetings of the Board shall be held and conducted in accordance with the bylaws adopted by the Board.

Section 3.4
Liability of Trustees, Officers, or Agents

Trustees, Officers, and agents of ACCG - IRMA shall use ordinary care and reasonable diligence in the exercise of their powers and the performance of their duties. They shall not be liable for any mistakes of judgment or other action made, taken or admitted by them in good faith, nor for any action taken or admitted by any agent, employee, or independent contractor selected with reasonable care, nor for loss incurred through investment of funds or failure to invest. No trustee shall be liable for any action taken or admitted by any other trustee. No trustee shall be required to give a bond or other security to guarantee the faithful performance of the duties hereunder except as may be required by the rules and regulations of the Georgia Commissioner of Insurance. ACCG - IRMA shall defend and hold harmless any officer or agent for actions taken by trustees or performed by the officers, agents or employees within the scope of their authority for ACCG - IRMA. ACCG - IRMA may purchase insurance providing such coverage for trustees, officers, agents or employees.

PARAGRAPH 4
Board Powers and Duties

The Board, in addition to other powers and duties conferred or imposed on it by law, is authorized in the name of ACCG - IRMA to exercise the powers enumerated in Article VII of the bylaws and do all the acts necessary or incidental in performing and accomplishing the purposes set forth in this agreement and in the bylaws of the ACCG - IRMA.

PARAGRAPH 5
Membership

Section 5.1
Membership

The initial membership of ACCG - IRMA shall consist of those counties who have executed this agreement, or its counterpart, by the duly constituted chief executive officer acting upon the resolutions of the governing authorities of the counties and which have paid the prescribed contributions pursuant to the provisions of this agreement. Initial and additional Members may be admitted upon approval of the Manager in accordance with policies established by the

Board, upon their execution of this agreement, or its counterpart, and by payment of prescribed contributions. Every Member agrees to the admission of additional Members in accordance with the provisions of this paragraph.

Section 5.2

Member Representatives

Each Member shall designate a representative to ACCG - IRMA by action of its governing body. The representative shall be responsible to the Member for implementation of all loss control measures and for execution of the duties imposed on the Members by this agreement and the bylaws established hereunder.

Section 5.3

Withdrawal

- (1) Each Member shall continue its membership for a minimum period of two complete ACCG - IRMA fiscal years following its admission to ACCG - IRMA or, in the case of initial Members, from the date of activation of ACCG - IRMA. Effective upon the conclusion of such period, or effective at the end of any subsequent fiscal year, a Member may withdraw on ninety days advance written notice to ACCG - IRMA. A Member withdrawing shall have no right to the reserves on any claims maintained by ACCG - IRMA in the operation of a Group Self-Insurance Fund. ACCG - IRMA shall continue servicing of any covered claim of the Member after the withdrawal of the Member.
- (2) At the conclusion of a Member's second full fiscal year membership, all membership shall be on a year-to-year basis. Effective at the end of any fiscal year, ACCG - IRMA may, on ninety days advance notice to a Member, determine not to renew a Member's membership in ACCG - IRMA or the Member's participation in any Fund.
- (3) Any Member failing to make payments required by Paragraph 6 of this agreement when due shall, upon proper notice, be immediately suspended from membership and the Member's coverage under any Fund and benefits hereunder shall immediately cease. If the Member shall subsequently submit the delinquent payment along with such penalties or interest that may be established by the Board, the Manager may reinstitute each membership in accordance with Board policy.

- (4) Terminated Members shall remain liable for assessments for any fiscal year in which they were Members; provided, however, that Members involuntarily terminated for failure to pay a contribution or assessment when due, or for failure to otherwise discharge its obligations to a Fund or to otherwise discharge its obligations to a Fund or to ACCG - IRMA when due, shall be entitled to a refund of the unearned premium paid by the Member, calculated on a pro-rate basis, within 15 days of the notice of termination (unless delayed by an audit or rate investigation).

Section 5.4

Membership Review and Termination

A Member may be involuntarily terminated for causes other than non-payment of contributions as provided in the bylaws.

PARAGRAPH 6

Obligations of Members

Section 6.1

Member Obligation

Members of the ACCG - IRMA agree to be obligated as follows:

- (1) To participate at all times in at least one Fund which is established by the Board.
- (2) To pay all contributions, assessments or other sums due to such times and in such amounts as shall be established by the Board.
- (3) To select a person to serve as a Member representative.
- (4) To allow the Board, and its agents, reasonable access to all facilities of the Member and all records, including but not limited to financial records, which relate to the purposes of ACCG - IRMA.
- (5) To allow attorneys appointed by ACCG - IRMA to represent the Member in investigation, settlement discussions and all levels of litigation arising out of any claim made against a Member within the scope of loss protection furnished by the Fund or Funds established by ACCG - IRMA.

- (6) To assist and cooperate in the defense and settlement of claims against a Member.
- (7) To furnish full cooperation to ACCG - IRMA's attorneys, claims adjusters, Service companies, and any agent, employee, officer or independent contractor of ACCG - IRMA relating to the purposes of ACCG - IRMA.
- (8) To follow all loss reduction and prevention procedures established by ACCG - IRMA.
- (9) To furnish ACCG - IRMA such budget, operating and underwriting information as may be requested by the Board.
- (10) To report as promptly as possible, and in accordance with any Coverage Descriptions issued, all incidents which could result in ACCG - IRMA or any Fund established by ACCG - IRMA being required to pay a claim or claims for loss or injuries to county property or injuries to persons or property when such loss or injury is within the scope of the protection of a Fund or Funds in which the Member participates.

Section 6.2

Optional Defense of Fund Member

A Member may hire co-defense counsel, at the Member's expense, to assist in the defense of claims; provided however; the attorney selected by ACCG - IRMA to defend the claim shall be lead counsel in all matters.

Section 6.3

Contractual Obligation

This agreement shall constitute a contract among the Members of ACCG - IRMA. The obligations and responsibilities of the Members set forth herein include the obligation to take no action, inconsistent with this agreement as originally written or validly amended, which shall remain a continuing obligation and responsibility of the Member. This agreement may be executed in duplicate originals and the agreement of a count thereto shall be evidenced by a signed copy of a resolution adopted by its governing authority authorizing an appropriate official of the county to execute the agreement on behalf of the county. The contracting parties intend to create a risk management agency for group self-insurance purposes only within the scope of this agreement. ACCG - IRMA's bylaws and related Coverage Descriptions. Nothing contained herein

shall be deemed to create any relationship of surety, indemnification or responsibility between an individual Member for the debts or claims against any other individual Member. In accordance with Sections 36-85-9 and 36-85-15 of the Official Code of Georgia Annotated, each Member shall be jointly and severally liable for all legal obligations of any Fund and assessments may be required to meet any financial deficiencies of ACCG - IRMA or of any Fund.

PARAGRAPH 7

Amendments to Contract

Section 7.1

Amendments

This agreement may be amended by consent of the Members. A change or modification to this agreement may be agreed to by a vote of Members under such rules and procedures as the Board shall prescribe. Such vote may be conducted at a meeting of Members or may be conducted by mail. Any change or modification agreed to by a majority of the Members shall become effective immediately or at such future time, as the amendment shall provide. Any Member not exercising its right of withdrawal within thirty days after notice of the change or amendment shall be deemed to have consented to such a change or amendment. Any Member not consenting to such a change or amendment, may, at its option, withdraw and shall be entitled to a refund of any contributions made on account of the current fiscal year in proportion to the time remaining in the fiscal year period.

PARAGRAPH 8

Audits and Financial Reports

Section 8.1

Annual Report

Each Fund established by ACCG - IRMA shall have an annual audit of its books and accounts performed by a certified public accountant. The Board shall provide to the Members an annual report of the financial affairs of ACCG - IRMA and of each Fund maintained by ACCG - IRMA.

PARAGRAPH 9
Operation of Group Self-insurance Funds

Section 9.1
Loss Protection

ACCG - IRMA will provide loss protection to each Member participating in a Fund as provided in the Coverage Description for the Fund.

Section 9.2
Coverage Descriptions

The Board may develop and issue self-insurance Coverage Descriptions for Funds as it deems necessary and advisable. The limits of loss protection, scope of loss protection, amount of loss retention and Member contributions into a Fund shall be determined by the Coverage Description for the Fund. The Board may amend the Coverage Description or Descriptions from time to time as it deems advisable. Such amended Coverage Descriptions shall be effective for ACCG - IRMA in subsequent fiscal years.

The foregoing Intergovernmental Contract is entered into on behalf of the County this 30 day of December, 2021, by the duly authorized officer whose signature appears below.



(Imprint County Seal)

[corrected 1/2/15]

Chairperson/Sole Commissioner/ Chief
Executive Officer of

Walker County Government
[County / Authority Name]

By:
[Signature]

ATTEST:

[County Clerk / Other]

LOCAL MARKETING ORGANIZATION AGREEMENT

This agreement is entered into by WALKER COUNTY, GEORGIA (hereinafter referred to as "County"), and WALKER COUNTY CHAMBER OF COMMERCE, INC., a non-profit 501(c) organization in Walker County, Georgia (hereinafter referred to as "Organization").

WHEREAS, the County may expend Hotel-Motel Excise funds pursuant to O.C.G.A. Section 48-13-51(b) for promoting tourism subject to the following limitations:

- A) At least 50% of the total collected, over what was collected at five percent (5%), shall be expended for Tourism, Conventions and Trade Shows, pursuant to O.C.G.A. Section 48-13-50.2(4).
- B) Any remaining amount collected can be used for Tourism Product Development, pursuant to O.C.G.A. Section 48-13-50.2(6).

WHEREAS, the Organization is a private sector non-profit organization exempt from income tax under IRS Section 501(c) which is willing and authorized to expend such funds for the purpose of promoting tourism in the County as provided by law.

NOW, THEREFORE, in consideration of the premises herein, the parties hereto agree as follows:

1. 43.75% of the funds collected by the County shall be delivered to the Organization to be used for tourism promotion in the manner set forth herein. The remaining 18.75% is to be used for Tourism Product Development.
2. All sums received by the Organization from the County hereunder shall be expended by the Organization according to the hotel/motel tax budget prepared by the County. These funds shall be expended within one year from receipt of the above amount, and solely for the promotion of tourism in the County. Tourism involves traveling to experience and learn about the places, artifacts, and activities that authentically represent the stories and people of Georgia's past and present. It includes the preservation of recreational, cultural, historic, and natural resources of Georgia for the benefit of both visitors and local residents. Tourism involves, but is not limited to the following elements:
 - 1) Visiting historic places and other places of interest.
 - 2) Participating in historic and recreational activities.
 - 3) Educating both visitors and local residents about the past and the culture of the past.
 - 4) Experiencing recreational, cultural and/or historic opportunities.
 - 5) Enjoying the natural environment.See attachment Exhibit "A" for a sample list of appropriate expenditures.
3. The Organization shall continue to supervise a Tourism Committee, made of representatives from across the County, to advise where revenue expended to promote tourism will have the greatest impact. The Committee shall meet a minimum of once per quarter and shall include the following persons:
 - (A) A representative of the Organization
 - (B) A member of the Organization's Board of Directors
 - (C) Chairman or designee of the Walker County Board of Commissioners
 - (D) A designee/representative of the City of Chickamauga
 - (E) A designee/representative of the City of LaFayette
 - (F) A designee/representative of the City of Lookout Mountain
 - (G) A designee/representative of the City of Rossville
 - (H) A representative of a short term vacation rental
 - (I) A representative of a Walker County based tourist attraction
 - (J) The Walker County Director of Economic Development
 - (K) The Walker County Director of Public Relations
4. The Organization shall provide audit verification to the County demonstrating that the Organization used the funds solely and exclusively for the purpose of promoting tourism in

conformance with this Agreement. Such verification shall be provided to the County within two weeks of the County's written request for the audit verification, and in no instance later than 30 days after expenditure of all of the funds granted hereunder.

5. By executing this Agreement, the Organization hereby affirms that it will use the funds received solely and exclusively in compliance with this Agreement, and will further expend such funds in compliance with County ordinances and state laws. The County shall provide from time to time written requests to the Organization for payment of certain permitted expenditures for the promotion of tourism. The Organization shall not make any payments over \$2,000.00 without the pre-approval of the County. The Organization agrees to defend, indemnify and hold harmless the County from and against all claims that arise from its failure to spend funds in compliance with this paragraph, including reasonable attorney's fees and court costs of the County. Furthermore, if the Organization fails to spend the funds in the manner contemplated in this Agreement, or fails to meet the timeliness requirements hereof, the Organization agrees this shall constitute a breach of the Agreement, and all such funds shall be returned to the County immediately. In consideration of the Organization's administration of the funds referenced herein, the County agrees that \$2,750.00 or 20 percent of the total yearly excise tax remitted by the County to the Organization, whichever amount is less, of the tourism promotion funds will be used to help fund the operation of the Walker County Visitor Center.

6. All notices, requests, demands or other communications (hereinafter collectively referred to as "Communication") required or permitted to be given hereunder shall be in writing and shall be addressed and delivered to each party at the addresses set forth below. Any such or other Communication shall be considered delivered on the date of receipt. Rejection or other refusal to accept or inability to deliver because of a changed address of which proper notice was not given shall be deemed to be receipt of the Communication. By giving prior written notice thereof, any party may from time to time and at any time may change its address for notices hereunder. Legal counsel for the respective parties may send to the other party any Communication required or permitted to be given hereunder by such party.

Notice to County: Rebecca Wooden, County Clerk, 101 South Duke Street, P.O. Box 445, LaFayette, GA 30728 r.wooden@walkerga.us

Notice to Organization: Walker County Chamber of Commerce, Inc., 50A Fieldstone Village Drive, Rock Spring, GA 30739; lacey@walkerchamber.org.

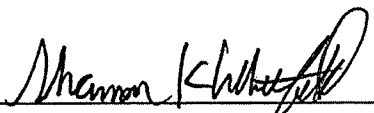
7. Either party may terminate this Agreement, with or without cause, by providing the other party with a minimum 30 day advance notice of the termination, unless the other party waives in writing the 30 day advance notice requirement. Notwithstanding the above, if the Agreement is terminated due to a breach of the Agreement by the other party, the non-breaching party is not required to abide by the 30 day notice requirement.

8. The parties hereto may not assign, sublet, or transfer their interest in responsibilities under this Agreement without the prior written consent of all parties hereto.

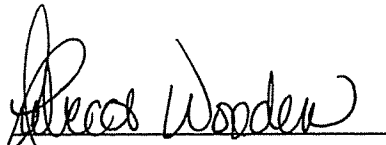
9. The laws of the State of Georgia shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the parties.

Walker County, Georgia

By:


Shannon K. Whitfield
Commission Chairman/CEO

Attest:


Rebecca Wooden, County Clerk

Walker County Chamber of Commerce, Inc.

By:


Lacey Wilson, President

EXHIBIT "A"

Here are some examples of projects, activities, and other expenses. Those marked "Yes" are eligible to be funded with the Hotel-Motel Tax funds restricted to promoting tourism.

Radio/television & digital advertising promoting Festivals, Events, or Shows	Yes
Radio/television sponsored segments promoting Tourist Attractions	Yes
Print advertising promoting Tourist Attractions, Festivals, Events, or Shows	Yes
Fees for website marketing of attractions, accommodations, and restaurants	Yes
Search engine optimization and search engine marketing	Yes
Brochures highlighting local attractions	Yes
Map of local accommodations and restaurants	Yes
Visitors maps and packets	Yes
Postage for mailing visitor maps and packets	Yes
Welcome signs at city/county borders	Yes
Building rent for Visitors Center	Yes
Visitors Center staff salaries	Yes
Decorative banners for street lights that advertise a specific recurring event	Yes
Familiarization tours for travel writers and meeting planners	Yes
Film production hosting and recruitment	Yes
Special promotions	Yes
Promotion of Sports Tourism	Yes
Generic decorative banners for street lights	No
Festivals, Events, or Shows	No
Overtime for First Responders working Festivals, Events, or Shows	No
General Operating Expenses for a Chamber of Commerce	No

PERSONAL SERVICES AGREEMENT

This Agreement ("Agreement") is entered into between Walker County, Georgia, a political subdivision of the State of Georgia ("County"), and Robert Wardlaw ("Wardlaw").

Wardlaw has been employed by the County as its full time Director of Economic Development and Community Affairs ("Director") from March 1, 2018 through December 31, 2021. The County desires to continue to retain the services of Wardlaw, and Wardlaw agrees to continue to provide services to the County, pursuant to the provisions of this Agreement.

The term of this Agreement shall be January 1, 2022 through December 31, 2022. Either party may terminate this Agreement by providing the other party with a minimum 30 days advance written notice of termination.

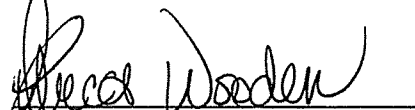
The services to be provided by Wardlaw under this Agreement shall include, but not necessarily be limited to: completion of economic development and community projects that were initiated while Wardlaw was the Director, and transition of his previous duties as Director to his successor(s).

The County shall pay Wardlaw \$1,000.00 per month for his services rendered. Each payment shall be delivered to Wardlaw no later than the last day of each month in which he provides services.

Wardlaw shall be considered an independent contractor while providing services under this Agreement.

The parties have executed this Agreement on the 30th day of December, 2021.

Attest:


Rebecca Wooden
County Clerk

Walker County, Georgia:


Shannon K. Whitfield
Chairman


Robert Wardlaw

**INMATE MEDICAL SERVICES AGREEMENT
WALKER COUNTY, GEORGIA**

WHEREAS, O.C.G.A. 42-4-4(a) provides in part: “It shall be the duty of the Sheriff to furnish persons confined in jail with medical aid...”, and

WHEREAS, **Azhar Nisar MD** is a physician duly licensed in the State of Georgia to provide medical care and services; and

WHEREAS, **Kimberly Griffin PAC** is a duly licensed physician’s assistant in the State of Georgia to provide medical care and services; and

WHEREAS, **Azhar Nisar MD** and **Kimberly Griffin PAC** work through an entity known as **Correct Med LLC**, and;

WHEREAS, the parties hereto are desirous of entering into an Agreement to provide for medical aid and treatment of persons confined in the Walker County Jail.

NOW, THEREFORE, BE IT RESOLVED that for and in consideration of the mutual covenants herein contained, the parties hereby agree as follows:

Effective the **1st day of January 2022**, **Kimberly Griffin PAC**, under the supervision of **Azhar Nisar MD**, as agents of **Correct Med LLC** will make calls to the Walker County Jail in Lafayette, Georgia two (2) times per week (on mutually agreeable days and times) to examine and provide medical treatment to persons confined in the Walker County Jail who are in need of medical treatment.

As consideration for the above-described services, **Correct Med LLC** will be paid the sum of \$3,500 per month on a monthly basis during the term of this agreement by Walker County, Georgia. Walker County, Georgia, will debit all such payments to the Walker County Sheriff’s Office budget.

Appropriately licensed agents of **Correct Med LLC** will be on call twenty-four (24) hours a day and seven (7) days a week due to the health services they are required to furnish the detainees in the Walker County Jail, and **Azhar Nisar MD** is the **Medical Director** of Walker County and as such, **Correct Med LLC** will receive the sum of \$3,500 per month to be paid on a monthly basis, to be paid the 1st day of each month during the term of this Agreement for the prior month’s services with such sum to also be debited to the Walker County Sheriff’s Office budget.

Correct Med LLC shall maintain in force, during the continuation of this agreement, policies of medical malpractice insurance covering insurable risks at an amount not less than One Million Dollars (\$,1000,000.00) per occurrence / Three Million Dollars (\$3,000,000.00) aggregate. Said insurance policies shall provide for sixty (60) days prior written notice to Walker County, Georgia, of any material modification, cancellation or expiration of a policy.

Correct Med shall provide to Walker County, Georgia a copy of the declaration pages of said insurance policies prior to the effective date of this Agreement, and also copies of the declaration pages of all renewals, modifications, or new insurance policies.

Azhar Nisar MD, Kimberly Griffin PAC and Correct Med LLD hereby agree to indemnify and hold Walker County, Georgia and the **Sheriff of Walker County, Georgia, Steve Wilson**, harmless from any and all liability, suits or liability, suits or claims arising out of this contract and the examination and treatment of Walker County inmates by themselves or any employee, associate or assign of **Correct Med LLD**.

The term of this agreement shall be one (1) year. Any party to this contract may cancel this Agreement upon ninety (90) days written notice to all of the other parties to this Agreement. This Agreement shall automatically renew for successive one year periods unless any party notifies the other parties, in writing, at least ninety (90) days prior to the anniversary date hereof, which shall be January 1st.

This Agreement may not be assigned, in whole or in part, by **Azhar Nisar MD, Kimberly Griffin PAC or Correct Med LLC** without the prior written consent of **Walker County, Georgia and Sheriff Steve Wilson**.

Any notices to be given pursuant to this Agreement shall be mailed to the following:

Walker County, Georgia
Attn: Board Chairman
P.O. Box 445
LaFayette, Georgia 30728

Sheriff Steve Wilson
Walker County Sheriff's Office
P.O. Box 767
LaFayette, Georgia 30728

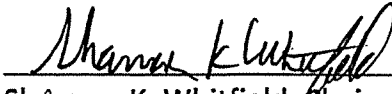
Correct Med LLC
P.O. Box 2025
Dalton, Georgia 30722
Attn: Kimberly Griffin PAC
Administrator

BE IT RESOLVED that the Walker County Board of Commissioners hereby approve the within and foregoing contract and orders that it be spread upon the Minutes of Walker County, Georgia.

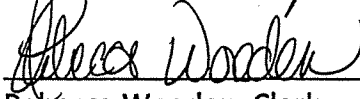
Executed this 30th day of December 2021.

Walker County, Georgia

BY:

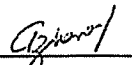

Shannon K. Whitfield, Chairman

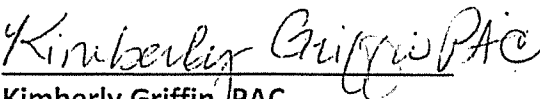
Attest:


Rebecca Wooden, Clerk


Sheriff Steve Wilson

Correct Med LLC


Azhar Nisar, M.D.


Kimberly Griffin, PAC



SHIP TO
WALKER COUNTY FIRE & RESCUE
107 ALEX DRIVE
CHICKAMAUGA, GA 30707

BILL TO
WALKER COUNTY FIRE & RESCUE
107 ALEX DRIVE
CHICKAMAUGA, GA 30707

REPRINT PURCHASE
ORDER
NO. 2022-00000142

DATE 12/20/2021

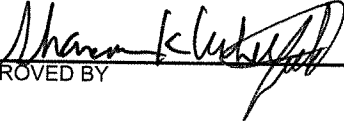
VENDOR 60132 MOTOROLA SOLUTIONS INC

CONTACT
MOTOROLA SOLUTIONS INC
13104 COLLECTIONS CENTER DR
CHICAGO, IL 60693

DELIVER BY
SHIP VIA
FREIGHT TERMS
ORIGINATOR
RESOLUTION #
PAYMENT TERMS

Christina O'Toole

QUANTITY	U/M	DESCRIPTION	UNIT COST	TOTAL COST
10.0000	EA	Capital - Other Equipment - APX4500 Mobile Radio Order	\$4,461.2000	\$44,612.00
			TOTAL DUE	\$44,612.00


APPROVED BY

SPECIAL INSTRUCTIONS



WALKER COUNTY COMMISSION

APX4500 qty10

09/07/2021

The design, technical, pricing, and other information ("Information") furnished with this submission is confidential proprietary information of Motorola Solutions, Inc. or the Motorola Solutions entity providing this quote ("Motorola") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola. MOTOROLA, MOTO, MOTOROLA SOLUTIONS, and the Stylized M Logo are trademarks or registered trademarks of Motorola Trademark Holdings, LLC and are used under license. All other trademarks are the property of their respective owners. © 2020 Motorola Solutions, Inc. All rights reserved.

09/07/2021

WALKER COUNTY COMMISSION
101 DUKE ST
LA FAYETTE, GA 30728

RE: Motorola Quote for APX4500 qty10

Dear Curtis Creekmur,

Motorola Solutions is pleased to present WALKER COUNTY COMMISSION with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide WALKER COUNTY COMMISSION with the best products and services available in the communications industry. Please direct any questions to John Jouanet at john.jouanet@deirr.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

John Jouanet

Motorola Solutions Manufacturer's Representative

Billing Address:
WALKER COUNTY
COMMISSION
101 DUKE ST
LA FAYETTE, GA 30728
US

Quote Date:09/07/2021
Expiration Date:12/06/2021
Quote Created By:
John Jouanet
john.jouanet@deirr.com

End Customer:
WALKER COUNTY COMMISSION
Curtis Creekmur
c.creekmur@walkerga.us

Line #	Item Number	Description	Qty	Sale Price	Ext. Sale Price
APX™ 4500 Enhanced					
1	M22URS9PW1BN	APX4500 ENHANCED 7/800 MHZ MOBILE	10	\$1,351.23	\$13,512.30
1a	G996AS	ENH: OVER THE AIR PROVISIONING	10	\$73.00	\$730.00
1b	GA00580AA	ADD: TDMA OPERATION	10	\$328.50	\$3,285.00
1c	QA02756AD	ADD: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM	10	\$1,146.10	\$11,461.00
1d	GA01606AA	ADD: NO GPS/WI-FI ANTENNA NEEDED	10	\$0.00	\$0.00
1e	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	10	\$43.80	\$438.00
1f	G843AH	ADD: AES ENCRYPTION AND ADP	10	\$346.75	\$3,467.50
1g	GA00804AA	ADD: APX O2 CH (GREY)	10	\$359.16	\$3,591.60
1h	G444AH	ADD: APX CONTROL HEAD SOFTWARE	10	\$0.00	\$0.00
1i	W22BA	ADD: STD PALM MICROPHONE APX	10	\$52.56	\$525.60
1j	W969BG	ADD: MULTIKEY OPERATION	10	\$240.90	\$2,409.00
1k	G174AD	ADD: ANT 3DB LOW-PROFILE 762-870	10	\$31.39	\$313.90
1l	GA00318AC	ENH: 5 YEAR ESSENTIAL SVC	10	\$271.00	\$2,710.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, the Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Sale Price	Ext. Sale Price
1m	G67DQ	ADD: REMOTE MOUNT O2 APXM	10	\$216.81	\$2,168.10

Grand Total

\$44,612.00(USD)

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Purchase Order Checklist

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead
(PO will not be processed without this)

PO Number/ Contract Number

PO Date

Vendor = Motorola Solutions, Inc.

Payment (Billing) Terms/ State Contract Number

Bill-To Name on PO must be equal to the *Legal* Bill-To Name

Bill-To Address

Ship-To Address (If we are shipping to a MR location, it must be documented on PO)

Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)

PO Amount must be equal to or greater than Order Total

Non-Editable Format (Word/ Excel templates cannot be accepted)

Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept

Ship To Contact Name & Phone #

Tax Exemption Status

Signatures (As required)

SHIP TO

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

BILL TO

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

REPRINT PURCHASE
ORDER
NO. 2022-00000374

DATE 12/10/2021

VENDOR 56889 PRATER FORD INC

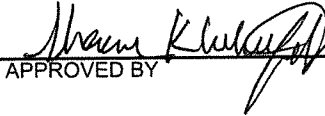
CONTACT

PRATER FORD INC
P O BOX 818
704 S WALL ST
CALHOUN, GA 30703

DELIVER BY
SHIP VIA
FREIGHT TERMS
ORIGINATOR
RESOLUTION #
PAYMENT TERMS

Whitfield, Shannon

QUANTITY	U/M	DESCRIPTION	UNIT COST	TOTAL COST
2.0000	EA	Capital - Vehicles - Ford F-150 Super Cab XL 4X4 Pickup Trucks	\$26,950.7600	\$53,901.52
TOTAL DUE				\$53,901.52


APPROVED BY

SPECIAL INSTRUCTIONS

SHIP TO

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

BILL TO

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

PURCHASE ORDER
NO. 2022-00000442
DATE 12/22/2021

VENDOR 58883 TRACTOR & EQUIPMENT CO

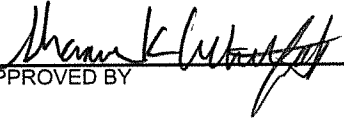
CONTACT

TRACTOR & EQUIPMENT CO
P O BOX 12326
BIRMINGHAM, AL 35202

DELIVER BY
SHIP VIA
FREIGHT TERMS
ORIGINATOR
RESOLUTION #
PAYMENT TERMS

Greg McConnell

QUANTITY	U/M	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	EA	Capital - Other Equipment	\$459,817.9400	\$459,817.94
TOTAL DUE				\$459,817.94


APPROVED BY

SPECIAL INSTRUCTIONS





TRACTOR & EQUIPMENT

Company

160 Robinson Road Calhoun, GA 30701

10-27-2021

Walker County
Chickamauga, GA
Attn: Carlan Bowers

Subject:2021 Gradall XL 4100 V Hydraulic Excavator SOURCEWELL Contract #040319-GRD

Thank you for the opportunity to submit the following quotation for your consideration.

One (1) New 2021 Gradall XL4100 V Equipped as follows:

- Volvo TAD871VE Tier 4f 7.7 Liter Diesel 6 cylinder 248HP
- 6 x 4
- Gross Vehicle Axle Weight 66,000lb
- Front Suspension Leaf Springs with Automatic Lock out Cylinders
- Six Wheel Cam type Air Brakes
- Integral Hydraulic Power Steering
- Allison 3500 Automatic Transmission
- One Pearson Cab
- One Load Sensing Axial Piston Pump
- 60” Ditching Bucket
- Fixed Thumb Grapple
- Standard Warranty 2 Years or 3,000 hours

And all other standard equipment

Contract Price\$459,817.94

Note: TEC does not charge travel time or mileage on warrantable repairs.

KOMATSU FINANCE RATES

Thank you again for allowing us to submit this quotation and we look forward to the opportunity to earn your business now and in the future. Please do not hesitate to contact me at 770.823.7992 or cpettit@tec1943.com, should you have any questions or concerns.

Sincerely,

Charlie Pettit
TEC Sales Rep.

QUOTATIONS SUBJECT TO CHANGE WITHOUT NOTICE· ALL AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENTS AND OTHER
CONDITIONS BEYOND OUR CONTROL · ALL CONTRACTS ARE SUBJECT TO APPROVAL BY AN OFFICER OF THE COMPANY



RESOLUTION R-068-21

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF WALKER COUNTY TO
APPOINT MEMBERS OF THE ALCOHOLIC BEVERAGE COMMISSION**

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

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

WHEREAS, a vacancy exists on the Alcoholic Beverage Commission; and

WHEREAS, Chairman Whitfield submits the following appointment to serve as a member of the Alcoholic Beverage Commission:

Tobey Hill - for a term ending on December 31, 2022

THEREFORE, BE IT RESOLVED by the Board of Commissioners of Walker County, Georgia that the appointment of Tobey Hill is hereby approved.

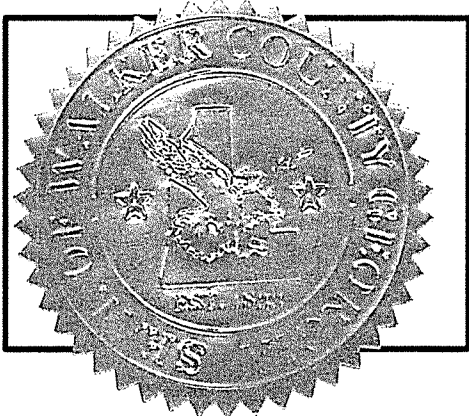
SO RESOLVED AND ADOPTED this 30th day of December, 2021.

ATTEST:

WALKER COUNTY, GEORGIA

REBECCA WOODEN, County Clerk

SHANNON K. WHITFIELD, Chairman



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