

AGENDA

REGULAR SCHEDULED MEETING OF THE GOVERNING AUTHORITY OF WALKER COUNTY, GEORGIA

Office of the Walker County Commissioner
Courthouse Annex 1, 101 South Duke Street
LaFayette, Georgia 30728

- Date:** Thursday, January 11, 2018
- Time:** 6:00 PM
- Call to Order:** Commissioner Whitfield will call the meeting to order
- Invocation:** Given by Commissioner Shannon Whitfield
- Pledge:** United States Flag
- Pledge:** Georgia Flag
- Minutes:** Approval of the minutes from the Commissioner's Meeting on December 28, 2017 and approval of the minutes from the Special Called Meeting on January 04, 2018.
- New Business:**
- I. Consideration of 2018 Memorandum of Understanding Partnership with the Family Crisis Center
 - II. Consideration of Walker County Extension Office, University of Georgia Memorandum of Understanding/Agreement outlining the ownership/departments assignment of Vehicle #148 4H-H Mini-Bus.
 - III. Consideration of Stormwater Facility Maintenance Agreement for Walker County Board of Education
 - IV. Consideration of Stormwater Facility Maintenance Agreement for Rossville Limited Partnership
 - V. Resolution approving the conveyance of a small irregular tract to Simpson Memorial United Methodist Church
 - VI. Walker County Departmental Statistics – December 2017
- Adjournment:** The Regular Scheduled Meeting will be adjourned.
- Open Discussion:** The business on the Agenda being completed, Commissioner Whitfield will open the floor for general discussion.

*The **January 25, 2018** regular scheduled meeting has been cancelled due to a scheduling conflict. The next regular scheduled meeting will be **February 8, 2018**. A Public Input Session on Animal Ordinances will be held on **January 30, 2018** at 6:00 PM at the LaFayette-Walker County Public Library, 305 South Duke Street, LaFayette, Georgia 30728.*

Walker County Governmental Authority
Office of the Commissioner
101 South Duke Street, P.O. Box 445
LaFayette, GA 30728
706-638-1437
Minutes of the Commissioner's Regular Scheduled
Meeting

December 28, 2017

I. Call to order

Commissioner Whitfield called to order the regular meeting of the Walker County Commissioners Office at 6:42 PM on December 28, 2017.

II. Attendees

The following persons were present: Commissioner Shannon K. Whitfield, Chief Financial Officer Greg McConnell, Planning and Codes Director David Brown, Public Relations Director Joe Legge, County Clerk Rebecca Wooden, Human Resources Director Sharleen Robinson. Other guests signed in at the meeting as well, please see the attached sign in sheet.

III. Commissioner Whitfield asked if anyone had any objections to waiving of the reading of the minutes from the Public Hearing and the Regular Scheduled Commissioner's Meeting on November 30, 2017. No one objected and Commissioner Whitfield approved and signed the minutes for the Public Hearing and the Commissioner's Meeting for November 30, 2017.

IV. Open of the Regular Scheduled Meeting

Old Business:

- I. Commissioner Whitfield announced that beginning January 2, 2018 the Employee Health Clinic will now be handled by CHI Memorial. They will offer two locations, one location in Chickamauga and a location in LaFayette with hours that will accommodate the employee's needs.

New Business:

- I. Commissioner Whitfield approved and signed the 2018 Violence Against Women Act Grant Memorandum of Understanding from Four Points of Walker County
- II. Commissioner Whitfield approved the Agreement for Probation Services between Walker County, Georgia and Georgia Probation Services Inc.
- III. Commissioner Whitfield approved the Automatic Aid Fire Services Agreement between Whitfield County, Georgia and Walker County, Georgia
- IV. Commissioner Whitfield appointed Steve Ledbetter and Buddy Chapman to the Tax Assessors Board. Both Mr. Ledbetter and Mr. Chapman's terms begin on January 1, 2018 and expire on December 31, 2023.
- V. Commissioner Whitfield appointed David Hamilton to the Walker County Planning and Zoning Board. Mr. Hamilton's term begins on January 1, 2018 and expires on December 31, 2018. Commissioner Whitfield reappointed Mr. Maurice Gass, Mrs. Susan Tankersley and Mr. Terry Newberry as Members of the Walker County Planning Commission; their terms begin on January 1, 2018 and expire on December 31, 2021.
- VI. Commissioner Whitfield appointed Fire Chief Blake Hodge to the North Georgia Region 1 Emergency Medical Services Council. Mr. Hodges term begins immediately and expires on December 31, 2018. Commissioner Whitfield reappointed Mr. Will Pitt for another two year term ending January 31, 2020.
- VII. Commissioner Whitfield declared the following equipment from the Walker County Landfill unserviceable and removed from County inventory, Stihl Weed Eater FS76 Serial Number 29094665
- VIII. Walker County Departmental Statistics – November 2017

VIII. Public Comment

{Audio Recording of Commissioner's Meeting comments is on file in Commissioner's Office - 17-12-28}

IX. Commissioner Comments

{Audio Recording of Commissioner's Meeting comments is on file in Commissioner's Office - 17-12-28}

X. Adjournment

Commissioner Whitfield adjourned the meeting at 7:12 PM

Minutes approved by:

Shannon K. Whitfield
Sole Commissioner

Date

Minutes prepared by: Walker County Clerk, Rebecca Wooden

Walker County Georgia

PLEASE SIGN IN

Date: December 28, 2017

Name	Address	Telephone
Larry Robinson	Russville	
Lowell Cantrell	1131 Center Ground	706-764-1728
Tom McCallie	41 Valley View Florida	GA 423-504-7959
Rick Erwin		
Ed Mary Bruce		
Titus Martin		
Scott McNeil		
Larry J Robinson		
Jasen Joseph		
Gene Droll		
Ty Droll		
JR Droll		
PAWE GILY	WALTON Co. LANDFILL	706-375-8910
BYRON ROSE	Rock Spring	706-375-9560
David Rose	Lafayette	404-905-8580

Walker County Governmental Authority
Office of the Commissioner
101 South Duke Street, P.O. Box 445
LaFayette, GA 30728
706-638-1437
Minutes of the Special Called Meeting

January 4, 2018

I. Call to order

Commissioner Shannon Whitfield called to order the Special Called Meeting of the Walker County Commissioners Office at 6:30 PM on January 4, 2018.

II. Attendees

The following persons were present: Commissioner Shannon K. Whitfield, Chief Financial Officer Greg McConnell, Planning and Codes Director David Brown, Public Relations Director Joe Legge, County Clerk Rebecca Wooden, Landfill Office Manager Teresa Jackson, Elections Jim Buckner. Other guests signed in at the meeting as well, please see the attached sign in sheet.

III. Open of the Special Called Meeting

IV. New Business:

- I. Commissioner Whitfield considered and approved a Forbearance Agreement between Chattanooga-Hamilton County Hospital Authority d/b/a Erlanger Health Systems, Walker County Georgia, and Shannon Whitfield only in his capacity as the Sole Commissioner of Walker County Georgia, for the purpose of settling pending Federal lawsuits.

II. Public Comment

{Audio Recording of Commissioner's Meeting comments is on file in Commissioner's Office – 18-01-04}

III. Commissioner Comments

{Audio Recording of Commissioner's Meeting comments is on file in
Commissioner's Office – 18-01-04}

IV. Adjournment

Commissioner Whitfield adjourned the meeting at 7:19 PM

Minutes approved by:

Shannon K. Whitfield
Sole Commissioner

Date

Minutes prepared by: Walker County Clerk, Rebecca Wooden

Walker County Georgia

PLEASE SIGN IN

Date: January 4, 2018

Name	Address	Telephone
Ed Howard	20 W. Heritage Dr chick	423-413-565
Ed Punte	909 W. TAYLOR ST.	706-260-0515
LINDA FOWLER	- OKEVON DELL	
Adm Adm		
Keith Murdock	Chick	
Michelle Marsh	Chick	
Jim Buckner	Funtstone	
Wesley	Beverly Garren	90 Cottage Crest Ct Chickamauga, GA
Ed Huffer	8 Liny ST Rosville Ga	30241
WILLIAM KINARD	470 EAST WARREN RD.	30728
Greg Kwanan	470 EAST WARREN RD	30728
Jim Hill	1325 Wilson Road #33 Ross	423-505-8700
BYRON ROSE	2074 Old Lafayette Rd.	706-375-9560
Jack O'Byrt		
David Broeson	Chick GA	

PLEASE SIGN IN

Date: January 4, 2018

Name

Address

Telephone

Don McCallie 41 Valley View Dr

Don Kelly 174 Brentwood Dr 706-866-4688

Blank lined area for additional sign-ins.

MEMORANDUM OF UNDERSTANDING

The Family Crisis Center of Walker, Dade, Catoosa & Chattooga Counties, Inc., a non-profit, tax-exempt organization under the laws of the State of Georgia and the rules and regulations of the Internal Revenue Code (hereinafter "Family Crisis Center"),

AND

Walker County Department of Family and Children's Services,
Catoosa County Department of Family and Children's Services,
Dade County Department of Family and Children's Services,
Chattooga County Department of Family and Children's Services,
Lookout Mountain Judicial Circuit, Victim/Witness Assistance,
Four Points, Inc.,
Fort Oglethorpe Police Department,
Rossville Police Department,
Summerville Police Department,
Trenton Police Department,
Ringgold Police Department,
Chickamauga Police Department,
LaFayette Police Department,
Trion Police Department,
Walker County Sheriff's Office,
Chattooga County Sheriff's Office,
Catoosa County Sheriff's Office,
Dade County Sheriff's Office,
Walker County Commission,
Dade County Commission,
Chattooga County Commission,
Catoosa County Commission,
Housing Authority of the City of Ringgold,
Housing Authority of the City of LaFayette and,
(hereinafter, "Partners"),

WHEREAS, Family Crisis Center and Partners all provide services to victims of domestic violence, both adults and children;

WHEREAS, Family Crisis Center and Partners all seek to provide services to insure the health, safety and welfare of the victims served;

WHEREAS, Family Crisis Center and Partners all believe that all victims involved in domestic violence should have a safe, and,

WHEREAS, Family Crisis Center and Partners are committed to collaborate together to insure domestic violence victims receive any and all needed services, they enter into this agreement.

This Memorandum of Understanding shall be effective from January 1, 2018 – December 31, 2018. If funding for the activities described herein is not secured, this Memorandum of Understanding shall be considered void.

Family Crisis Center agrees to the following:

1. To provide 24-Hour Crisis Line
2. Provide emergency shelter for victims of domestic violence.
3. Provide safety planning for residential and non-residential victims of domestic violence.
4. Provide legal advocacy services, assist in completion of Temporary Protective Orders (TPO), court accompaniment.
5. Provide victims of domestic violence appropriate referral(s) based on need.
6. Provide domestic violence support groups for victims of domestic violence.
7. Provide financial assistance as funding allows to victims of domestic violence.
8. Provide follow-up service and support.
9. Provide community education.
10. Confidentiality for all clients served through the Family Crisis Center.

The Partners agree to the following:

1. To make appropriate referrals to the Family Crisis Center as needed.
2. To cooperate with Family Crisis Center staff and volunteers in the performance of their duties.
3. Partners participating with Family Crisis Center shall maintain all information regarding domestic violence program cases confidential as required by all state and federal laws, rules and regulations.

Each Partner shall sign and date an individual signature page.

Signature Page

Walker County Commission
PO Box 445
LaFayette, GA 30728

Date

Print Name

Title

Signature



The University of Georgia

College of Agricultural and Environmental Sciences
Cooperative Extension

P. O. Box 827
LaFayette, GA 30728

Phone: 706/638-2548
Fax: 706/639-4976
E-Mail: nedwards@uga.edu

January 1, 2018

This Memorandum of Understanding outlines the ownership/department assignment of county vehicle #148 (4-H Mini-Bus) and serves as an agreement between the Walker County Commissioner and the Walker County Extension Office.

Vehicle #148/4-H Mini-Bus is a 2012 Ford E350/Elkhart Coach which is currently assigned to the Walker County Extension Office for use by the Walker County 4-H Program.

Having a prior commitment from the Walker County Commissioner, Walker County 4-H allocated \$46,190.00 on March 2, 2012 to purchase the vehicle with the understanding that it would be a "County Vehicle" with the county assuming the responsibility of title, service, insurance, and maintenance and understanding that this vehicle will be permanently assigned to the Extension Office/4-H Program and utilized for their transportation needs.

The funds for this purchase (\$46,190.00) were private/local Foundation funds donated to Walker County 4-H for the specific use of purchasing a mini-bus. The Foundation that provided the funds gave those funds with the understanding that this vehicle would always be assigned to the Walker County Extension Office/4-H Program and not transferred to any other county department in the future.

This mini-bus is to be used exclusively by the Walker County Extension Department and all decisions regarding its use shall be made by the Walker County Extension Coordinator (Extension Office/Department manager).

In the event that Walker County Government does not wish to "own" the mini-bus at any point in the future, ownership will revert back to the Walker County 4-H Program.

This agreement shall be in effect from the date signed until vehicle #148 is no longer in service or until an updated Memorandum of Understanding that is in agreement with both the Walker County Commissioner and the Walker County Extension Coordinator is signed.

Walker County Commissioner

Date _____

Walker County Extension Coordinator

Date _____

**WALKER COUNTY
STORMWATER FACILITY
MAINTENANCE AGREEMENT**

THIS AGREEMENT, made and entered into this 5th day of January, 2018, by and between Walker County Board of Education hereinafter called the "Landowner", and the Governing Authority of Walker County, hereinafter called the "County".

WITNESSETH, that

WHEREAS, the Landowner is the owner of certain real property described as Tax Map/Parcel 0-199-065 Identification Number as recorded by deed in the land records of Walker County, Georgia, Deed Book _____ Page _____, hereinafter called the "Property".

WHEREAS, the Landowner is proceeding to build on and further develop the property; and WHEREAS, the Site Plan known as the New Walker County Board of Education Transportation Facility, hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the County, provides for detention of stormwater within the confines of the property; and

WHEREAS, the County and the Landowner, its successors and assigns, agree that the health, safety, and welfare of the residents of Walker County, Georgia, require that on-site stormwater management facilities be constructed and maintained on the Property; and

WHEREAS, the County requires that on-site stormwater management facilities as shown on the Plan be constructed and adequately maintained by the Landowner, its successors and assigns.

NOW, THEREFORE, in consideration of the forgoing premises, the covenants contained hereon, and the following terms and conditions, the parties hereto agree as follows:

1. The on-site stormwater management facilities shall be constructed by the Landowner, its successors and assigns, in accordance with the plans and specifications identified in the Plan.
2. The Landowner, its successors and assigns, shall adequately maintain the stormwater management facilities. This includes all pipes, channels or other conveyances built to convey stormwater to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as good working condition so that these facilities are performing their design functions. The Stormwater Structural Control Maintenance Checklists are to be used to establish what good working condition is acceptable to the County.
3. The Landowner, its successors and assigns, shall inspect the stormwater management facility and submit an inspection report annually to the County. The purpose of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structure, pond areas, access roads, etc. Deficiencies shall be noted in the inspection report.
4. The Landowner, its successors and assigns, hereby grant permission to the County, its authorized agents and employees, to enter upon the Property and to inspect the stormwater management facilities whenever the County deems necessary. The purpose of inspection is to follow-up on reported deficiencies and/or to respond to citizen complaints. The County shall provide the Landowner, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs if necessary.
5. In the event the Landowner, its successors and assigns, fails to maintain the stormwater management facilities in good working condition acceptable to the County, after the County's notice to the Landowner and the Landowner's failure to correct within 5 days of the Landowner receiving the notice, the County may enter upon the Property and take whatever steps necessary to correct deficiencies identified in the inspection report and to charge the costs of such repairs to the Landowner, its successors and assigns. This provision shall not be construed to allow the County to erect any structure of permanent nature on the land of the Landowner outside of the easement for the stormwater management facilities. It is expressly understood and agreed that the County is under no obligation to routinely maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the County.

6. The Landowner, its successors and assigns, will perform the work necessary to keep these facilities in good working order as appropriate. In the event a maintenance schedule for the stormwater management facilities (including sediment removal) is outlined on the approved plans, the schedule will be followed.

7. In the event the County pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner, its successors and assigns, shall reimburse the County for actual, documented labor, equipment, and materials used for said work performed, upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the County hereunder.

8. This Agreement shall be recorded among the land records of Walker County, Georgia, and shall constitute a covenant running with the land, and shall be binding on the Landowner, its assigns, and any other successors in interests.

Unofficial Witness to signature below _____

WITNESS the following signatures and seals: _____

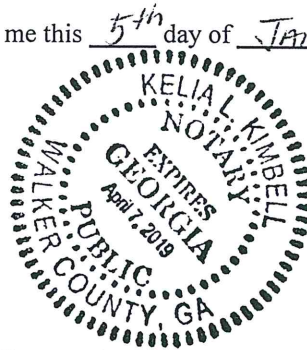
WALKER COUNTY BOARD OF EDUCATION

BY: *Dale Wilson*
Dale Wilson, Chairperson

Damon Raines
ATTEST: Damon Raines, Superintendent

The foregoing Agreement was acknowledged before me this 5th day of JANUARY, 2018, by Kelia L Kimbell.

Kelia L Kimbell
NOTARY PUBLIC
My Commission Expires: 4/7/2019



COUNTY OF WALKER, GEORGIA

By: _____

(Type Name and Title)

The foregoing Agreement was acknowledged before me this ____ day of _____, 2018, by

NOTARY PUBLIC
My Commission Expires: _____

Approved as to Form:

[Signature]
County Attorney

1/8/18
Date

3.4.1.3 Inspection and Maintenance Requirements

Table 3.4.1-1 Typical Maintenance Activities for Dry Detention / Dry ED Basins

(Source: Denver Urban Storm Drainage Manual, 1999)

Activity	Schedule
1. Remove debris from basin surface to minimize outlet clogging and improve aesthetics.	Annually and following significant storm events
2. Remove sediment buildup. Repair and revegetate eroded areas. Perform structural repairs to inlet and outlets.	As needed based on inspection
3. Mow to limit unwanted vegetation.	Routine

Source: Volume 2 (Technical Handbook)

First Addition August 2001 Georgia Stormwater Management Manual

Page 3.4-5

WALKER COUNTY BOARD OF EDUCATION

BY: Dale Wilson
Dale Wilson, Chairperson

ATTEST: Damon Raines
Damon Raines, Superintendent

The foregoing Agreement was acknowledged before me this 5th day of JANUARY, 2018, by

Kelja L. Kimbell
NOTARY PUBLIC
My Commission Expires: 4/7/2019



WALKER COUNTY STORMWATER FACILITY
MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this 4TH day
of DECEMBER, 2017, by and between (Insert Full Name
of Owner) ROSSVILLE LIMITED PARTNERSHIP hereinafter called the
"Landowner", and the Governing Authority of the Walker County, hereinafter called the
"County".

WITNESSETH, that

WHEREAS, the Landowner is the owner of certain real property described as (Tax
Map/Parcel 0124005 Identification Number as recorded by deed in the land
records of Walker County, Georgia, and Deed
Book 1911 Page 132 hereinafter called the "Property".

WHEREAS, the Landowner is proceeding to build on and develop the property; and WHEREAS,
the Site Plan/Subdivision Plan known as
_____(Name of Plan/Development on the final
plat) hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be
approved by the County, provides for detention of Stormwater within the confines of the
property; and

WHEREAS, the County and Landowner, its successors and assigns, including any homeowners
association, agree that the health, safety, and welfare of the residents of Walker County,
Georgia, require that on-site Stormwater management facilities be constructed and maintained
on the Property; and

WHEREAS, the County requires that on-site Stormwater management facilities as shown on the
Plan be constructed and adequately maintained by the Landowner, its successors and assigns,
including any homeowners association.

NOW, THEREFORE, in consideration of the forgoing premises, the covenants contained hereon, and the following terms and conditions, the parties hereto agree as follows:

1. The on-site Stormwater management facilities shall be constructed by the Landowner, its successors and assigns, in accordance with the plans and specifications identified in the Plan.
2. The Landowner, its successors and assigns, including any homeowners association, shall adequately maintain the Stormwater management facilities. This includes all pipes, channels or other conveyances built to convey Stormwater to the facility, as well as all structures, improvements, and vegetation provided to control the quality of the Stormwater. Adequate maintenance is herein defined as good working condition so that these facilities are performing their design functions. The Stormwater Structural Control Maintenance Checklists are to be used to establish what good working condition is acceptable to the County.
3. The Landowner, its successors and assigns, shall inspect the Stormwater management facility and submit an inspection report annually. The purpose of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlets structure, pond areas, access roads, etc. Deficiencies shall be noted in the inspection report.
4. The Landowner, its successors and assigns, hereby grant permission to the County, its authorized agents and employees, to enter upon the Property and inspect the Stormwater management facilities whenever the County deems necessary. The purpose of inspection is to follow-up on deficiencies and/or to respond to citizen complaints. The County shall provide the Landowner, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs if necessary.
5. In the event the Landowner, its successors and assigns, fails to maintain the Stormwater management facilities in good working condition acceptable to the County, the County may enter upon the Property and take whatever steps necessary to correct deficiencies identified in the inspection report and to charge the costs of such repairs to the Landowner, its successors and assigns. This provision shall not be construed to allow the County to erect any structure of permanent nature on the land of the Landowner outside of the easement for the Stormwater management facilities. It is expressly understood and agreed that the County is under no obligation to routinely maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the County.

6. The Landowner, its successors and assigns, will perform the work necessary to keep these facilities in good working order as appropriate. In the event a maintenance schedule for Stormwater management facilities (including sediment removal) is outlined on the approved plans, the schedule will be followed.

7. In the event the County pursuant to this Agreement, performs work of any nature, or expends and funds in performance of said work for labor, use of equipment, supplies, material, and the like, the Landowner, its successors and assigns, shall reimburse the County upon demand, within thirty (30) days of receipt thereof for all costs incurred by the County hereunder.

8. This Agreement imposes no liability of any kind whatsoever on the County and the Landowner agrees to hold the County harmless from any liability in the event the Stormwater management facilities fail to operate properly.

9. This Agreement shall be recorded among the land records of Walker County, Georgia, and shall constitute a covenant running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs and any other successors in interests, including any homeowners association.

Unofficial Witness to signature below Becca PUNCH

WITNESS the following signature and seal: 

ROSSVILLE LIMITED PARTNERSHIP BY ROSSVILLE COGENPAR INC.
Company/Corporation/Partnership Name (SEAL) ITS GENERAL PARTNER

By: Christian A. Chamblée

CHRISTIAN D. CHAMBLEE, VICE PRESIDENT
(Type Name and Title)

The foregoing Agreement was acknowledged before me this 5th day
of December, 2017, by

Jordanna Arbogast

JORDANNA ARBOGAST
Notary Public - State of South Carolina
My Commission Expires April 01, 2023

NOTARY PUBLIC

My Commission Expires: 4/1/23

COUNTY OF Charleston, GEORGIA South Carolina

By: _____

(Type Name and Title)

The foregoing Agreement was acknowledged before me this _____ day
of _____ 20_____, by _____

NOTARY PUBLIC

My Commission Expires _____

Approved as to Form:

County Attorney

Date

3.4.1.3 Inspection and Maintenance Requirements

Table 3.4.1-1 Typical Maintenance Activities for Dry Detention / Dry ED Basins
(Source: Denver Urban Storm Drainage Manual 1999)

Activity	Schedule
1. Remove debris from basin surface to minimize Outlet clogging and Improve aesthetics	Annually and following significant storm events
2. Remove sediment buildup Repair and revegetate eroded areas Perform structural repairs to inlet and others	as needed based on inspection
3. Mow to limit unwanted vegetation	Routine

Volume 2 (Technical Handbook)

Georgia Stormwater Management Manual 3.4-5

Company/Corporation/Partnership Name: ROSSVILLE LIMITED PARTNERSHIP

Signature: Christina A. Chubbie

The foregoing Agreement was acknowledged before me this December

Day of 5, 2017, by Jordanna Arbogast

NOTARY PUBLIC

My Commission Expires: 4/1/23



**RESOLUTION
R-001-18**

**RESOLUTION APPROVING THE CONVEYANCE OF SMALL IRREGULAR TRACT TO
THE TRUSTEES OF THE SIMPSON MEMORIAL UNITED METHODIST CHURCH**

WHEREAS the Sole Commissioner is the local governing authority of Walker County, Georgia; and

WHEREAS, by Deed of Gift dated December 21, 2007 and recorded at Book 1533, Page 250, Walker County, Georgia, Property Records, Walker County acquired a small and triangular 0.14 acre tract of land located at Walnut Street, in Rossville, Georgia, and further described in the legal description attached as Attachment A (the “described property”); and

WHEREAS, O.C.G.A. § 36-9-3 permits the conveyance of property by the County to abutting landowners of small or narrow strips to land so shaped or so small as to be incapable of being used independently; and

WHEREAS, the County and the Church constitute all of the abutting property owners of the described property; and

WHEREAS, the Church, as partial consideration for this conveyance, agrees to improve, keep and maintain the described property in a clean and aesthetically pleasing manner so as to attract commercial and other development in the area, and to improve property values; and

WHEREAS, the County deems the improvements to be made and the continuing maintenance to be provided as sufficient consideration for the property; and

WHEREAS, the County deems the conveyance of the property to the Church to constitute the highest and best use of the property.

NOW, THEREFORE, BE IT RESOLVED that the attached deed to convey the described property tract to the Trustees of the Simpson Memorial United Methodist Church is hereby approved, and the Sole Commissioner and his designees are hereby authorized and directed to execute this Deed and to take such further action as may be necessary or desirable to carry out and comply with the intent of this resolution.

SO RESOLVED this 11th day of January, 2018

Attest:

Approved:

Rebecca Wooden, County Clerk

Shannon K Whitfield, Sole Commissioner

THIS INSTRUMENT PREPARED BY:

J. Robin Rogers
P.O. Box 1769
Trenton, Georgia 30752
(706) 657-7578
Georgia Bar No. 612710

QUITCLAIM DEED

THIS INDENTURE made this 11th day of January, 2018, between **WALKER COUNTY, GEORGIA**, as party of the first part, hereinafter called “County” or “Grantor”, and **TRUSTEES OF SIMPSON MEMORIAL UNITED METHODIST CHURCH**, as party of the second part, hereinafter called “Church” or “Grantee”.

WHEREAS, the County is the owner of a small and triangular 0.14 acre tract of land located on Walnut Street, in Rossville, Georgia, and further described in the legal description below (the “described property”); and

WHEREAS, O.C.G.A. § 36-9-3 permits the conveyance of property by the County to abutting landowners of small or narrow strips to land so shaped or so small as to be incapable of being used independently; and

WHEREAS, the County and the Church constitute all of the abutting property owners of the described property; and

WHEREAS, the Church, as partial consideration for this conveyance, agrees to keep and maintain the described property in a clean and aesthetically pleasing manner so as to attract commercial and other development in the area, and to improve property values; and

WHEREAS, the County deems the conveyance of the property to the Church to constitute the highest and best use of the property.

WITNESSETH: That the Grantor, for and in consideration of the sum of ten dollars and other valuable consideration, in hand paid at or before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has bargained and sold, and by these presents does remise, convey and forever QUITCLAIM unto the said Grantee, all interest, claim, and title in that tract or parcel of land as more particularly described, to wit:

SEE ATTACHMENT A FOR LEGAL DESCRIPTION

SOURCE OF TITLE: Being a portion of that property conveyed at Book 1533, Page 250, Walker County, Georgia, Deed Records.

THIS CONVEYANCE is made subject to all easements, reservations, restrictions, covenants or conditions of record, or as reflected on the survey plat, insofar as the same may lawfully affect the above-described property.

DISCLAIMER: The parties hereto acknowledge that this deed was prepared from information furnished by them. No title examination has been made. The preparer of this instrument makes no warranty as to the correctness or accuracy of the information set forth herein, and this instrument is made solely in reliance on information supplied to the drafter by the parties to this instrument.

TO HAVE AND TO HOLD the said described premises to Grantee, so that neither Grantor nor any person or persons claiming under Grantor shall at any time, by any means or ways, have, claim or demand any right or title to said premises or appurtenances, or any rights thereof.

The undersigned officers of the Grantor do hereby aver, attest, and covenant that they are duly appointed or elected officers for the Grantor, are authorized to bind the Grantor, and are authorized to execute this instrument on behalf of the Grantor, and to make this conveyance. The Grantor would further show that this conveyance is authorized by Resolution R-001-18 adopted at the Commissioner's meeting on this 11th day of January, 2018.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set its hands and affixed its seals, the day and year first above written.

WALKER COUNTY, GEORGIA

SHANNON K WHITFIELD, Sole Commissioner

ATTEST:

REBECCA WOODEN, County Clerk

Signed, sealed and delivered in the presence of:

Unofficial Witness

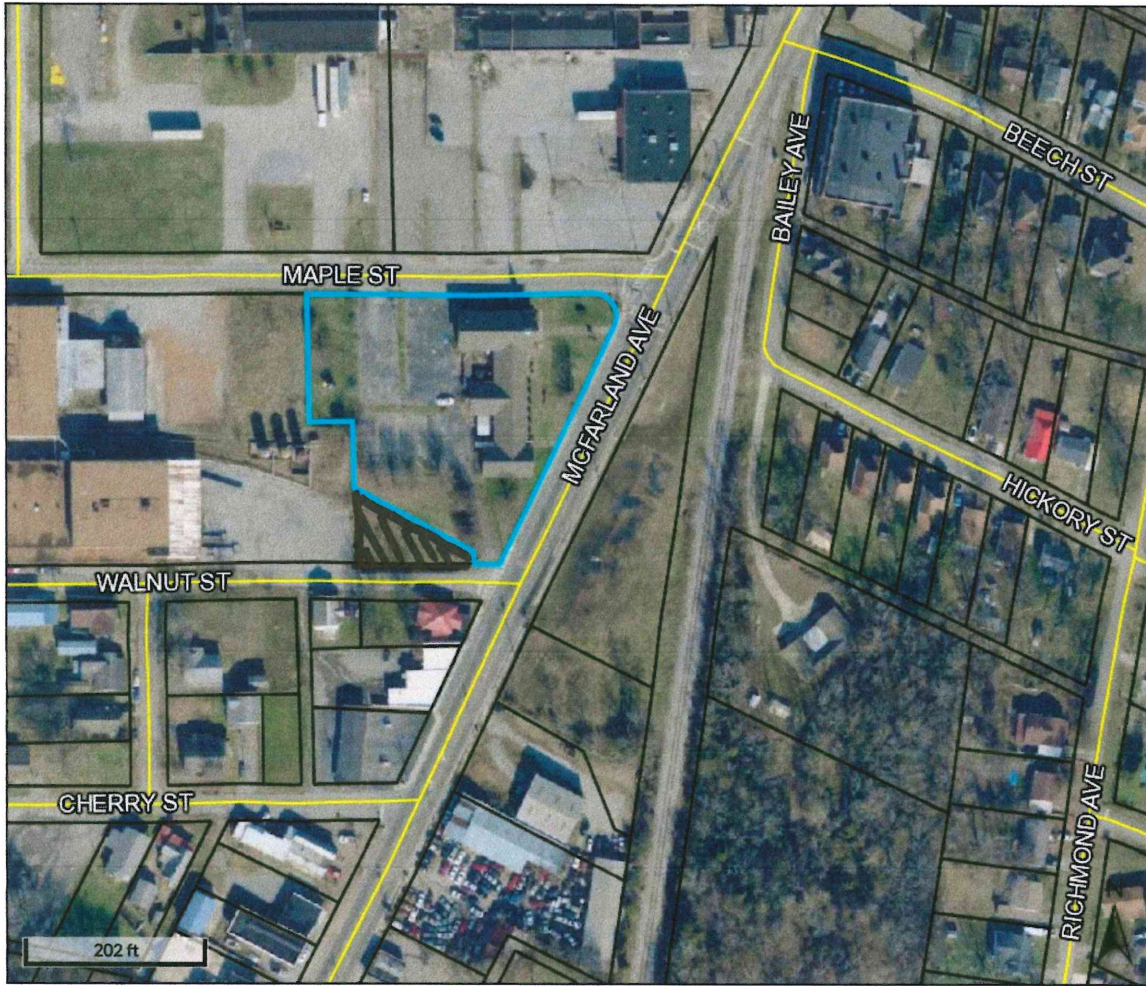
Notary Public
My commission expires: _____

ATTACHMENT A

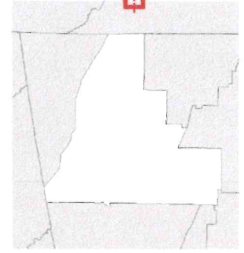
That tract or parcel of land lying and being in Land Lot 8 in the 9th District and 4th Section of Walker County, Georgia, in the City of Rossville, and being more particularly described as follows:

To find the beginning, commence at the intersection of the North right of way of Walnut Street and the West right of way of McFarland Avenue, thence South 89 degrees 43 minutes 23 seconds West along the North right of way of Walnut Avenue to a point being the POINT OF BEGINNING; thence continuing along the North right of way of Walnut Street South 89 degrees 43 minutes 23 seconds West a distance of 138.14 feet to a point; thence North 00 degrees 34 minutes 48 seconds West a distance of 82.77 feet to the north boundary of an old railroad spur; thence with and along the rail road spur South 62 degrees 23 minutes 50 seconds East a distance of 118.46 feet; thence South 51 degrees 19 minutes 42 seconds East a distance of 43.55 feet back to the North right of way of Walnut Street and the POINT OF BEGINNING.

Said tract containing 0.14 acres, more or less, and being described in accordance with that tract of survey prepared by Compton Surveying for Walker County Government, under date of March 7, 2016.



Overview 



Legend

-  Parcels
-  Roads

Parcel ID	2007 005	Owner	SIMPSON MEMORIAL METH CHURCH	Last 2 Sales			
Class Code	Exempt		ROSSVILLE GA 30741	Date	Price	Reason	Qual
Taxing District	ROSSVILLE	Physical Address	MAPLE ST	1/1/1972	\$0	W	U
	ROSSVILLE	Assessed Value	Value \$557710	n/a	\$0	n/a	n/a
Acres	n/a						

(Note: Not to be used on legal documents)

Date created: 1/10/2018
 Last Data Uploaded: 1/10/2018 4:52:35 AM



MAGNETIC

TAX MAP	PARCEL	ZONING
2007	005	RM2

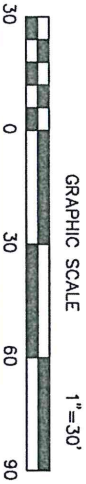
NOTE: The professional surveyor has made no complete investigation or had an independent search done for encroachments of record, encroachments, easements, or other facts that in the past have been recorded in the public records and current title search may disclose.

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN .16313 FEET, AND AN ANGULAR ERROR OF 3.2 PER ANGLE POINT, AND WAS ADJUSTED USING THE MINIMUM SQUARES METHOD. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 50,000.

FIELD WORK WAS DONE WITH ALTIMETER 5805 EDM, AND ELECTRONIC DATA COLLECTION.

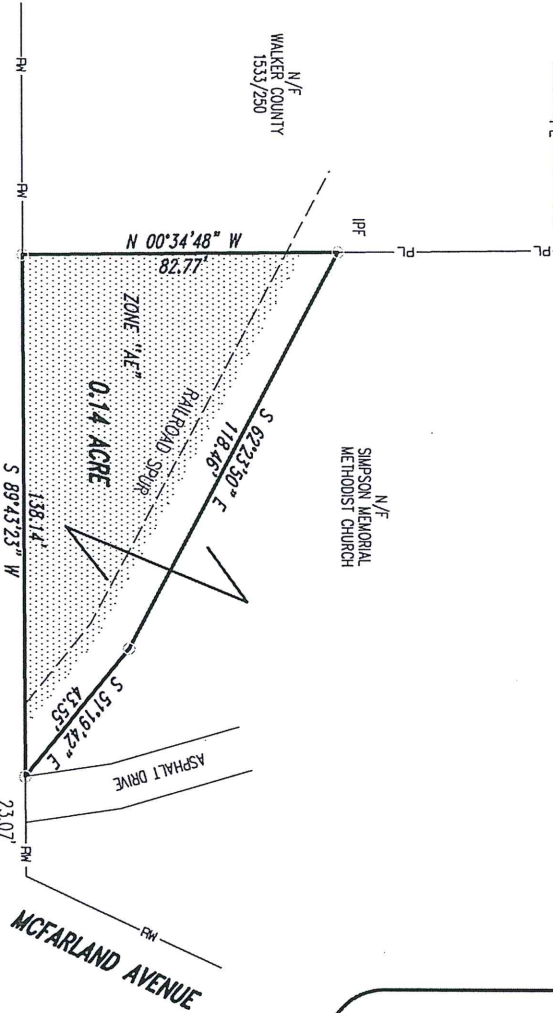


THE WORK WAS PERFORMED BY THE SURVEYOR AT THE DIRECT RESPONSIBILITY AND UNDER THE DIRECT SUPERVISION OF A DAILY BASIS.



GRAPHIC SCALE

1" = 30'



WALNUT STREET 50' R/W

MCFARLAND AVENUE

N/F WALKER COUNTY 1533/250

N/F SIMPSON MEMORIAL METHODIST CHURCH

BUILDING LINES:
FRONT IS 60' FROM THE CENTRELINE OF THE COUNTY RD.
SIDE AND REAR ARE 15'
PROPERTY IS LOCATED WITHIN A 100 YEAR FLOOD PLAIN AREA, FEMA FIRM MAP 13295C0031D DATED: SEPTEMBER 5, 2007

LEGEND

1/2" REBAR FOUND	1/2" CHAINED REBAR SET	UTILITY POLE	RM
1/2" CHAINED REBAR SET	METAL FENCE POST	TRUSS CORNER	PL
F.C.	FENCE CORNER	UTILITY POLE	PL
RIGHT OF WAY	PROPERTY LINE	UTILITY POLE	PL
PROPERTY LINE	CENTRELINE ROAD	UTILITY POLE	PL
FENCE	ABOVE GROUND UTILITY	UTILITY POLE	PL
LAND LOT LINE	LAND LOT LINE	UTILITY POLE	PL

BOUNDARY SURVEY FOR:

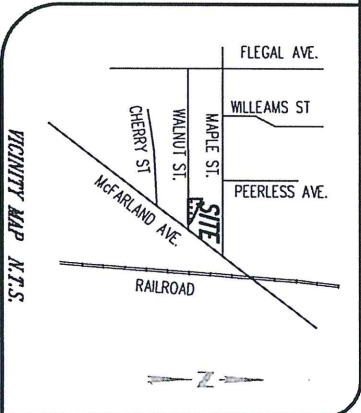
WALKER COUNTY GOVERNMENT

LOCATED IN LAND LOT 8
9TH DISTRICT 4TH SECTION
WALKER COUNTY, GEORGIA

SCALE: 1" = 30' JOB NO. 16-048

SURVEY DATE: 3-7-16	DEED REF.: 1533/250
CREATED BY: H.R.C.	PLAT REF.:
COMPUTED BY: H.R.C.	REVISED:
DRAWN BY: H.R.C.	
DATE DRAWN: 3-8-16	

COULTON SURVEYING, INC. ©
 104 GARDNER AVENUE
 404 DUNWOODY AVENUE, SUITE 200
 DUNWOODY, GEORGIA 30346
 PHONE: 770-251-1111 FAX: 770-251-1112
 WWW.COULTONSURVEYING.COM
 SURVEYING GEORGIA LICENSE # 11100
 770-251-2828



VICINITY MAP N.T.S.



Walker County Departmental Statistics - December 2017

Department	Monthly Totals (2017)						Year to Date Totals			Yearly Totals	
	November		December		2017		2017		2016		
Animal Shelter	Dogs	Cats	Dogs	Cats	Dogs	Cats	Dogs	Cats	Dogs	Cats	
Adopted/Rescued/Returned to Owner	79	10	119	28	909	327	817	195			
Euthanized	4	3	6	4	241	316	436	630			
Codes Enforcement	November		December		2017		2016				
In Compliance	554		721		4745		no data				
Violations	86		68		1469		221				
Closed Cases	19		15		480*		no data				
Fire Department	November		December		2017		2016				
Total Responses	503		448		4,742		3,492				
Responses using QRVs	433		383		3,092		no data				
Litter Detail	November		December		2017		2016				
Lbs of Trash	8,960		7,980		123,020		no data				
Tires	189		94		1,313		no data				
Mountain Cove Farms	November		December		2017		2016				
Total Nights Booked	155		47		525		162				
Planning	November		December		2017		2016				
New Single Family Home Construction	7		9		135		123				
Public Relations	November		December		2017		2016				
Media Impressions (stories)	63		44		603		no data				
Facebook Likes	246		163		4460		no data				
Facebook Followers	281		164		4615		no data				
Facebook Posts	65		37		594		no data				
Walker.ga.us Visitors	20,435		33,994		399,087		173,745				

*tracking on closed cases began in May 2017