

## AGENDA

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

Walker County Courthouse Annex III, 201 S Main Street  
LaFayette, Georgia 30728

**Date:** Thursday February 13, 2020

**Time:** 6:00 PM

**Invocation:** Given by Commissioner Whitfield

**Call to Order:** Commissioner Whitfield will call the meeting to order

**Pledge:** United States Flag followed by Georgia Flag

#### **Open of the Regular Meeting**

**Minutes:** Approval of the minutes from the Public Hearing and the Regular Scheduled Commissioner's Meeting that was held on January 23, 2020

#### ***Old Business:***

- I. Robert Wilson requests a conditional use variance for property located at 5665 Hwy 193 Flintstone, GA 30725. Tax Parcel # 0-506-1-026 (*Commissioner Whitfield tabled this on January 23, 2020 and asked for Mr. Wilson to work with Planning Office to develop a vegetated buffer for this property.*)

#### **New Business:**

- I. Ordinance O-01-20 to Amend Chapter 6 of the County Code of Ordinances to clean up language addressing the county fee schedule for a license to sell alcohol
- II. Resolution R-004-20 to Authorize a Referendum to Reduce the Distance Requirement Between a Church Building and a Bona Fide Eating Establishment From 300 Feet to 150 Feet Only for on Premise Consumption of Alcoholic Beverages.

- III. Resolution R-005-20 to Authorize a Referendum to Impose, Levy and Collect a Special Purpose Local Option Sales Tax (SPLOST) within Walker County, Conditioned Upon Approval by a Majority of Qualified Voters Residing within Walker County Voting in a Referendum thereon to be held May 19, 2020; and for other Purposes
- IV. Intergovernmental agreement for Use and Distribution of Proceeds Generated by the 2020 Special Purpose Local Option Sales Tax Referendum
- V. Resolution R-006-20 to Appoint members to a Study Committee on Best Practices for Poultry Houses
- VI. Resolution R-007-20 to Appoint members to the Walker County Animal Control Board
- VII. Lookout Mountain Judicial Circuit Drug Task Force Intergovernmental Contract
- VIII. Monthly Departmental Statistics for January

**Adjournment:** Commissioner Whitfield will adjourn the meeting

**Open Discussion:** The business on the Agenda being completed, Commissioner Whitfield will open the floor for general discussion related to Walker County. Speakers are asked to limit their questions and comments to 5 minutes and keep topics related to county business.

*The next regular scheduled Commissioner's Meeting will be held on Thursday, February 27, 2020 at 6:00 PM.*



**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 Scheduled Public Hearing**  
**January 23, 2020**

**I. Call to order**

Commissioner Whitfield called to order the Public Hearing held at Walker County Courthouse Annex III, 201 S Main Street, LaFayette, Georgia at 6:00 PM on January 23, 2020.

**II. Attendees**

The following persons were present: Commissioner Shannon Whitfield, Legal & Policy Director David Gottlieb, Economic and Community Development Director Robert Wardlaw, Public Relations Director Joe Legge, Landfill Manager Paine Gily, Public Works Director Carlen Bowers, County Clerk Rebecca Wooden. Other guests signed in at the meeting as well, please see the attached sign in sheet.

**III. Invocation:**

Given by Commissioner Shannon Whitfield

**IV. Pledge:**

United States Flag

**V. Pledge:**

Georgia Flag

**VI. Open of Public Hearing:**

- I.* Commissioner Whitfield reviewed the Ordinance No. O-01-20 - Amendment to Chapter 6 in the County Code of Ordinances Regulating the Possession, Sale & Distribution of Alcoholic Beverages. Commissioner Whitfield asked everyone to keep their comments to this particular topic. He explained this was the



second public hearing on this and if anyone wanted to come forward with questions or comments to please state their name and he asked out of respect to others to please keep their discussion to five minutes or less. **Mike Nolan** came forward and stated that he wanted to think about the next generation and future for the families of Walker County. He is against this Ordinance and doesn't want our children to think this is the way and there are other ways to handle things. He isn't a Preacher but is born again and he believes in what is right from wrong. Mr. Nolan thanked Commissioner Whitfield for allowing him the time to speak. **Tony Jackson** was the next citizen and thanked everyone for allowing him the opportunity to come forward to speak. Mr. Jackson stated that he has researched this and he doesn't understand why this is even brought up. He wasn't at the last meeting because he didn't know about it but he did watch it and it was mentioned in the previous meeting of a competitive disadvantage to businesses by having this on the books and trying to do government deregulations. Mr. Jackson stated that he looked at every county that joins Walker County and there isn't one of those counties less than three hundred feet and there are two that are over three hundred. Whitfield County is six hundred feet and Gordon County is one thousand feet. What this doesn't advertise is there will be zero feet as to where alcohol can be sold from churches. This isn't right and I don't know why it is even being brought up. Selling more alcohol will not solve any problem in Walker County. Mr. Jackson has found in the information with the Georgia Codes and he has not found where they removed the distance from a church to sell Distilled Beverages but did find where the distance was removed from selling Malt Beverages. It is still one hundred yards from a Church on Distilled Beverages so he is asking how Walker County can lessen the state regulation and do our own thing. Commissioner Whitfield explained that Walker County can't lessen the State regulation and he asked Attorney David Gottlieb if he would like to add to that information. Mr. Gottlieb asked Mr. Jackson to provide him with the code site and he would be glad to review that information. Mr. Jackson provided Georgia Code Title 3 Alcoholic Beverages Article 2 Prohibited Acts 3-3-21, Sales of Alcoholic Beverages near Churches, School Buildings or other sites. Mr. Jackson stated that it was made known that LaFayette had changed this but Walker County doesn't have to follow, Walker County can be the leader. Mr. Gottlieb asked to address Mr. Jackson's question by explaining that is in reference to sales of distilled spirits by the package. Walker County doesn't have any sales by the package of distilled



spirits. There is another code section and I can assure that I have reviewed all of the state laws and there is a separate one with regards to consumption to distilled spirits which is by the drink and by the drink there is no requirement distance wise from a church. I am not trying to be adversarial but just trying to address your question. Mr. Jackson stated, "Yes sir, I understand that." Mr. Jackson then stated that he looked into what some of the other places are doing. The City of Atlanta is three hundred feet but they allow the church effected to vote on whether they want to sell it. If the church votes against it they don't get to sell it. That would be a smart solution to the problem because the churches don't want this. He asked Commissioner Whitfield to listen to the constituents on this before making a hasty decision and thanked Commissioner for his time. Commissioner Whitfield asked who would like to speak next. **Abe Allen** came forward and explained that he had lived here a few years and has a unique disposition to be here. He owned a restaurant that sold alcohol in Cleveland Tennessee and he can tell you straight up that you aren't going to make a lot of money selling alcohol. It is not going to drive your business, the prices you see at Wal-Mart is not the price that you are paying if you sell alcohol in a restaurant. If you sell your beer to make money then you aren't going to sell it, nor will it increase your customer base, it just doesn't. It's more of a convenience thing. If you want to sell alcohol then move over three hundred feet from a church, that is not asking a lot. Mr. Allen explained that he drinks alcohol and is not a regular in church but it isn't about that it is about respect for the house of God and we need to respect that. It is their rights to respect their beliefs. **Todd Noblitt** came forward to explain that he has a business in Catoosa County and it is within walking distance, probably fifty yards of a package store. For the past three and a half years he has continuously had problems with people walking thru causing issues in the evening and during the day. He could not imagine that package store being next door to a church. For years he has been told that alcohol is the key to our tax problem. If we have a vote and can get this passed it would reduce our taxes and will help us out. I'm a resident of Walker County and I have not seen that. The things that I see are the activities that affect people. The homes and individuals that are affected. As an individual and as an observer seeing the damages that alcohol cause. Everyone knows someone that has been impacted by alcohol. This causes issues with taxpayers such as facilities like our jails to hold these people or hospitals where the people go in and we as taxpayers must pay for that. As a resident of this

county, I'm here asking you to consider this. This is one of the great things of Walker County that we live in a county where we can speak our voice and be heard. Whether we agree or disagree we can leave, work together and be friends. **Lowell Cantrell**, Pastor of North LaFayette Baptist Church came forward to speak. He explained that when he heard about this he was shocked that we would even think about this. What are we telling our young people? Trying to do away with Gods business and move the other in and that isn't right. We pray for God to help us make the right decisions but sometimes we fail from not listening. What would God do in this situation and would he be pleased with what we are doing because one day we will face him. It is a sad day that anyone would want to put anything like this near Gods house. I was an alcoholic at one time and I know what it can do to a family and I believe every sole is important. I know drinking a beer won't send you to Hell but it may keep you from hearing the message that Jesus loves you. I appreciate Walker County and have been here for a long time but this just broke my heart when I found out that possibly they could put a beer joint right next to where I worship and dwell to serve my God. He isn't a dead God, he is a living God. We aren't pulling any wool over his eyes, he sees everyone and he sees their heart. Mr. Cantrell asked that we dismiss this because there is more to life than this. We are here for a short spell but eternity is forever. Mr. Cantrell thanked Commissioner Whitfield for allowing him time to speak. **Sam Barrett**, Pastor of Waterville Baptist Church on the south end of the county. My dad was an alcoholic; I was sixteen years old when I met him. I was caught up in the same thing because of the environment and I found out when I met the lord that wasn't where I needed to be. I have questions that I would like to ask. First of all, I'm against this ordinance totally. I don't understand what is in this as far as profit for the County? I'm not sure if you can answer this question right now, hopefully during the meeting but how many people contacted you, that live in this county and have business in this county to get this changed? If your answer is only one then who are we working for as a county? Are you working for one person, friends or the people of Walker County? I personally do not think that alcohol is the answer to our tax problem. Mr. Barrett stated that he represents his church and thanked Commissioner Whitfield for allowing him to speak. **Ray Burnfin** was next to speak and explained that he has spoken to this body several times, loves everyone and Walker County. He heard the terminology in the last meeting that we needed to level the playing field. My question is what kind of future we are going



to be looking toward. If we want to level the playing field why not have strip clubs, Gambling Casinos? We are wide open to that and what kind of revenue will that bring in? Let the people go to Chattanooga, do we want a community that has drive by shootings? We want a place where women can walk safely down a country road and hike. We don't want the types of problems that alcohol creates and presents. Why do we have Drug Task Force paid by county money, to arrest the people this creates? Our jails are overflowing now. We need to consider what kind of future and community we are building for Walker County. Mr. Burnfin thanked for the opportunity to speak. Commissioner Whitfield stated that one thing that has been mentioned several times tonight is the tax revenue. The tax revenue is insignificant. The total budget of our county total operation is round numbers of about thirty eight million dollars. The revenue that we currently receive from alcohol taxes and alcohol license and permits is probably one hundred thousand dollars a year or less. It is very insignificant and we have never portrayed or talked that this taxing is going to solve any of this problem. It isn't about the taxing of the alcohol; it is a very insignificant part of the budget. Even if those revenue dollars doubled it is still very insignificant to our budget. **Chris O'Neal**, Pastor at Bethany Baptist Church on Mission Ridge Road was the next concerned citizen. Mr. O'Neal explained that recently property near his church came up for sale, high traffic area. The church tried every way to purchase, discussed with the owner but was unable to purchase. That property is within fifteen feet of the churches gymnasium. The doors where all members and the young people enter and exit the gymnasium are near this property. A convenience store could purchase this property and dumpsters be placed at this location with boxes representing the alcohol, aside from the traffic for our young people to see frequently and that bothers me. I have worked with Recovery Programs dealing with drug and alcohol addiction for six of the 10 years I was at Temple Baptist in Cullman Alabama. We had one hundred and fifty people on our roll in that recovery program. Moms and Dads that were dealing with children with drug and alcohol abuse. I have never one hundred percent of the time had anyone tell me that alcohol was a turning point in their life for the better. I have never had one person tell me that. Young people on Meth that says it isn't about Meth but Alcohol is a gateway. The people explain they were at a party, drunk didn't know what they were doing and it started their addiction. As a Pastor, as a Christian and as a citizen of Walker County, I am totally against this. I strongly recommend that we



don't do this. Stretch it out if you can but don't do this. Mr. O'Neal thanked for the opportunity to speak. The next citizen didn't identify himself but explained that he was one of those children that grew up with a dad that drank. He and his sibling went without clothes but his dad had beer in the refrigerator. Kids today that don't realize what they are getting into. They need guidance. Please don't allow this to pass. **Mike Peardon** was the next citizen to speak. He doesn't understand why this administration is bringing this forward. From what he hears it's about deregulation in our county. To deregulate a business to sell beer is deregulating a church. You are tying our hands and taking our voice away. Mr. Peardon stated that he chooses the Catlett Community to live in for a reason. Americans running stores and putting profits before people's lives. Taking choices away from citizens. I'm disappointed with this administration. Do you want to be the administration that took this away from the three hundred foot buffer and you will be taking it away. We are on holly land. **Larry Wyatt**, lives in the Naomi Community and is the next citizen to speak. Mr. Wyatt explained that he very moved by this decision. Our churches are the only path on getting people back on faith. I choose to live here in Walker County because we don't want to be like Chattanooga. Be wise and we will remember this. **Roger Chapman**, explained of a convenience store that was owned by Billy Winkler for over forty years and never sold alcohol. The store sold to someone whom lives in Tennessee and he cares less about the community and the people. We are worried because if the three hundred feet is removed he will be selling alcohol right beside our church. We don't want or need this in our community. **Alan Painter** spoke next. He explained that almost four weeks ago there was an auto accident involving alcohol near his farm. The vehicle flipped end over end into his yard and if his family had been in the yard they would have been killed and listed in the obituaries. I urge you not to move forward with this. **Rick Tallent** spoke next. He is a Minister and businessman and was explaining that he wasn't attacking Commissioner Whitfield or Mr. Wardlaw at the last meeting. He can assure that if continued these people along with many others will make sure that you are a one term Commissioner. What is the damage that will be done down the road. You have already stated that the sale of alcohol doesn't contribute to a lot of revenue. Why do this now, why force it through and why go against the people that put you into office? If approved I will make sure as a Minister and businessman that you will be a one term Commissioner. This is why we are going to a board because of nonsense like this. I was so proud of

you at your last predecessor meeting because stated that you were going to be there because of something that was happening. Land was taken by the Commissioner under eminent domain; the County Commissioner said there would be no discussion, signed it and walked out. She even refused to speak to the property owner. The people of this county are going to stand up for what is right. This is wrong. It's wrong the way it has been done and presented. **Gary Williams** is the next speaker and asked Mr. Chris O'Neal if the vacant property was just cleaned up and if it was on the blighted property list the county has worked on. This all clicks together and doing what you want to do. Travis Thompson and his grandson graduated AIT today. They have a list of young men at their church that stand in and fight for the rights of us if needed. He is from Woodstation Baptist Church which is across from the store that was sold in Catlett. They are waiting on this to obtain their alcohol license. I understand that if someone wants to drink they are going to go where they need to go to obtain it but will also drive back drinking probably. Bill Winkle became wealthy without it. Let the people fight for a variance if they want it. We have rights and God has control of it all. **Jeremy Neal**, first meeting but has been a Walker County resident his whole life. I am a Pastor, and was a drunk the first few years of my young life. I know what it will do to you. I made it a point that with my children they weren't going to be given an opportunity because if I provide my child an alcoholic drink then I am saying it is ok for them to drink it. You have a big weight on your shoulder. I'm against it one hundred percent. We are living in a time where respect for our churches are about to be gone. We don't need to give them more artillery or do we need to approve and say it's okay to put a beer store right next door to churches. Mr. Neal thanked Commissioner Whitfield for his time. **Eddie Frye**, Pastor of Mountain View Baptist Church asks that you think about this. What will stop if they legalize marijuana and have that store right beside the church. It will bring more things in that we don't need. Listen to us; we support you, just do the right thing. Mr. Frye thanked Commissioner Whitfield for his time. **John Hentz**, Walker County resident spoke next. He is speaking from a different standpoint. Each person has their own character every individual is capable of becoming a drunk or drug addict or becoming a successful person. I can tell there is a lot of fear in this room and I'm probably looked upon as the enemy and I have a lot of respect for these opinions and I understand the fear. There is nothing good of drunkenness or drug addiction. Look at what successful other towns have done. They are quaint towns that have nice

restaurants that serve alcohol and it is well put together. The people are not all out there getting “lit” they are enjoying their visit. That is just a different perspective on the issue. **Ronnie Millican** is the next speaker. Mr. Millican just wanted to say that he understands Mr. Hentz’s concept. He would like to ask how this barrier was set up and how did it come into play. Commissioner Whitfield explained that it would have been set by a previous administration. Mr. Millican asked if it was also a referendum and voted on. Commissioner Whitfield explained there have been referendums over time that the citizens have voted on to put it on the ballot about sales of alcohol. The most recent was Sunday sales that were put on the ballot in November 2018. So the local citizen’s vote then the local government set the criteria for the Ordinance. Mr. Millican stated that it was a democratic process that got us to this point. The other counties have a good plan and good leadership. See what your county wants, see what will work and make good decisions.

**VII. Adjournment:** The Public Hearing was adjourned at 7:14 PM with a brief recess

**VIII. Public Comment**

{Audio Recording of Public Hearing and comments are on file in Commissioner’s Office – 19-01-23}

**IX. Commissioner Comments**

{Audio Recording of Commissioner’s Hearing comments are on file in Commissioner’s Office – 19-01-23}

Minutes approved by:

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Shannon K. Whitfield  
Sole Commissioner  
Walker County Georgia

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Date



# Sign In Sheet

## First Public Hearing

Walker County Courthouse Annex III, 201 S Main Street

LaFayette, Georgia 30728

January 23, 2020

6:00 PM

Name Address Telephone

Catharine Edmund WCM

Lowell Cantrell 1137 Center Avenue 706-764-1720

Tony Baker 853 Old Dalton Hwy

Jeremy Reed 905 Euclid St

Wesley Dalton 435 Rape Dr LA

Mike & Tami Peardon 256 Tami Lane

Tom & Vukob Thompson 7049 Hwy 93 LaF

Oscar Stapp 3106 Huffman Rd

Jim 2712 Hwy 151 LaF 423-619-9611

Bob Southland 396 Roundland Rd.

J.R. Southland 396 Roundland Rd.

Rene Southland 151 Reynolds Dr Rossville

Tena Thompson 284 Look Rd. LaFayette

Frankie Wilton 768 Old Highway 104 Rd. Blount Co

Maryle Wilton 372 Sandstone Creek Dr. Ringgold 30736

Mike Nowlin 95 Pocket Rd Chickamauga 30707

Alan Pank

Michelle Merst 650 Hair Switch Rd Chick

PAUL COLEMAN LAUFACIL 706.375.8910

Cheri & Todd Noblitt 468 Davis Rd. 423.596.9550  
Chickora

Sign In Sheet

First Public Hearing

Walker County Courthouse Annex III, 201 S Main Street

LaFayette, Georgia 30728

January 23, 2020

6:00 PM

Name

Address

Telephone

Melissa Thomas

103 Longwood St.

Michael Thomas

103 Longwood St.

Jantha Scott

198 Acorn Hill Rd.

Aimee Davis

280 Lee Clarkson Rd Chickamauga GA

Charlie Gilbreath

8115 Hwy 337 LaFayette

Ronnie Millican

293 Blue Bird Gap Chok

Dennis W. Brown

PAINE GILY

LAUDFILL

706.575.8970



**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 Scheduled Public Hearing**

**January 23, 2020**

**I. Call to order**

Commissioner Whitfield called to order the Public Hearing held at Walker County Courthouse Annex III, 201 S Main Street, LaFayette, Georgia at 7:26 PM on January 23, 2020.

**II. Attendees**

The following persons were present: Commissioner Shannon Whitfield, Legal & Policy Director David Gottlieb, Economic and Community Development Director Robert Wardlaw, Public Relations Director Joe Legge, Landfill Manager Paine Gily, Public Works Director Carlen Bowers, County Clerk Rebecca Wooden. Other guests signed in at the meeting as well, please see the attached sign in sheet.

**III. Invocation:**

Given by Commissioner Shannon Whitfield

**IV. Pledge:**

United States Flag

**V. Pledge:**

Georgia Flag

**VI. Open of Public Hearing:**

- I.* Commissioner Whitfield reviewed Carolyn Simpson requesting a rezone from C-1/R-2 split to C-1 for property located at 9558 N. Hwy 27, Rock Spring, GA 30739. Tax Parcel # 0-325-1-005. Commissioner Whitfield explained that there were three requests pertaining to these properties and he would be reviewing them



together. He asked if anyone was present in opposition, there wasn't anyone; he asked if there was anyone present in favor, there wasn't. Commissioner Whitfield asked Planning Commission Chairman Phillip Cantrell to explain this request. Mr. Cantrell explained that this was a brain trauma home and purchased property to enlarge. The Planning Commissioner approved with no issues. Commissioner Whitfield thanked Mr. Cantrell for the information.

- II.** Jimmy Simpson Foundation requests a rezone from C-1/R-2 split to C-1 for property located at 9588 N. Hwy 27, Rock Spring, GA 30739. Tax Parcel # 0-325-1-004. Commissioner Whitfield explained this in the above request
- III.** Jimmy Simpson Foundation requests a rezone from C-1/R-2 split to C-1 for property located at 9622 N. Hwy 27, Rock Spring, GA 30739. Tax Parcel # 0-325-1-003. Commissioner Whitfield explained this in the above request
- IV.** Commissioner Whitfield reviewed the request from Diane Barker Estate requesting a conditional use variance for property located at 2664 E. Hwy 136, LaFayette, GA 30728. Tax Parcel # 0-506-1-026. Commissioner Whitfield asked Planning Commission Chairman Phillip Cantrell to explain this request. Mr. Cantrell explained that this property used to be like a restaurant type area and she has bought it wanting to put it back into operation. She knows she will have to bring it up to codes and compliance and is in complete agreement. We felt like that was a win, win situation since there are a lot of blighted properties in that area. If she cleans that area up I think it will help the county. The Planning Commission approved the request.
- V.** Commissioner Whitfield reviewed the request from Robert Wilson requesting a conditional use variance for property located at 5665 Hwy 193, Flintstone, GA 30725. Tax Parcel # 0-506-1-026

**VII. Adjournment:** The Public Hearing was adjourned at 7:42 PM

**VIII. Public Comment**

{Audio Recording of Public Hearing and comments are on file in Commissioner's Office – 19-01-23}

**IX. Commissioner Comments**

{Audio Recording of Commissioner's Hearing comments are on file  
in Commissioner's Office – 19-01-23}

Minutes approved by:

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Shannon K. Whitfield  
Sole Commissioner  
Walker County Georgia

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Date

Minutes prepared by: Walker County Clerk, Rebecca Wooden

Sign In Sheet

Second Public Hearing

Walker County Courthouse Annex III, 201 S Main Street

LaFayette, Georgia 30728

January 23, 2020

6:00 PM

Name Address Telephone

Catherine Edgmon WCM

Lowell Carter

Tony Jaker 813 Old Palter Hwy

Jeffrey 905 Euclid St

Wesley Patton 435 Rapp Dr LA

Mike & Tammy Pearson 256 Tany Lane

James & Vicki Thompson 7049 Hwy 99 La Fayette

Terence King 2212 Hwy 151 La. 923-619-9611

Oscar Stapp 346 Humphreys Rd

Rachel Southland 396 Round Pond Rd

Raymond Southland 396 Round Pond Rd

Bonnie Southland 151 Reynolds Dr

Chris O'Neal 82 Hardier Rd 423-322-4750

Sherry Jick P O Box 159 423 240 7608

Blynda & Kelley 5568 HW 151

Catalina Mize 1323 Round Pond Rd. La Fayette Ga

Larry C. Wood 372 Thurston rd. La Fayette Ga.

Tony Thompson P O Box 146 Rock Spring, Ga 30739



# Sign In Sheet

## Second Public Hearing

Walker County Courthouse Annex III, 201 S Main Street

LaFayette, Georgia 30728

January 23, 2020

6:00 PM

Name

Address

Telephone

Jim Mize 1323 Round Pond Rd LaFayette 706-638-1920

Gene Campbell 636 Huffman Rd LaFayette 423-834-3621

W S Jackson 2484 Round Pond Rd 638-8837

Modien Denny 627 van der dr

Will Ingram

Mitchell Kingsley 6693 Wess Cove Rd

Sam Zetser 1112 Ardmore Ln Chick 423-762-2715

Rev Samuel Burt 679 Union Tower Pl Mch 423-883-4841

Jon Hertz 101 Gordon St 423-322-7361

Mike Nowlin 95 Pocket Rd 423-413-3625

Whitney Summey

Forrest Blakemore

Robert Courtney Blakemore 423 619 9224



**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 Regular Scheduled Commissioner's**  
**Meeting**  
**January 23, 2020**

**I. Call to order**

Commissioner Whitfield called to order the Regular Scheduled Commissioner's Meeting held at Annex III, 201 S. Main Street, Lafayette, Georgia at 7:42 PM on January 23, 2020.

**II. Attendees:**

The following persons were present: Commissioner Shannon Whitfield, Legal & Policy Director David Gottlieb, Economic and Community Development Director Robert Wardlaw, Public Relations Director Joe Legge, Landfill Manager Paine Gily, Public Works Director Carlen Bowers, County Clerk Rebecca Wooden. Other guests signed in at the meeting as well, please see the attached sign in sheet.

**III. Commissioner Whitfield approved and signed the minutes from the Public Hearing and the Regular Scheduled Meeting on January 9, 2020**

**IV. New Business:**

- I. Commissioner Whitfield read Resolution R-003-20 To Declare Property of the Walker County Sheriff's Office Unserviceable Surplus and Removed from the County Inventory, approved and signed

- II. Commissioner Whitfield approved and signed Walker County Stormwater Facility Maintenance Agreement for Dadeni Solar Learning Center. Tax Parcel # 0-268-001D
  
- I. Commissioner Whitfield reviewed Carolyn Simpson requesting a rezone from C-1/R-2 split to C-1 for property located at 9558 N. Hwy 27, Rock Spring, GA 30739. Tax Parcel # 0-325-1-005. Commissioner Whitfield explained that there were three requests pertaining to these properties and he would be reviewing them together. He asked if anyone was present in opposition, there wasn't anyone; he asked if there was anyone present in favor, there wasn't. Commissioner Whitfield asked Planning Commission Chairman Phillip Cantrell to explain this request. Mr. Cantrell explained that this was a brain trauma home and purchased property to enlarge. The Planning Commissioner approved with no issues. Commissioner Whitfield approved and signed all three requests.
  
- II. Jimmy Simpson Foundation requests a rezone from C-1/R-2 split to C-1 for property located at 9588 N. Hwy 27, Rock Spring, GA 30739. Tax Parcel # 0-325-1-004. Commissioner Whitfield approved and signed this request
  
- III. Jimmy Simpson Foundation requests a rezone from C-1/R-2 split to C-1 for property located at 9622 N. Hwy 27, Rock Spring, GA 30739. Tax Parcel # 0-325-1-003. Commissioner Whitfield approved and signed this request
  
- IV. Commissioner Whitfield reviewed the request from Diane Barker Estate requesting a conditional use variance for property located at 2664 E. Hwy 136, LaFayette, GA 30728. Tax Parcel # 0-506-1-026. Commissioner Whitfield asked Planning Commission Chairman Phillip Cantrell to explain this request. Mr. Cantrell explained that this property used to be like a restaurant type area and she has bought it wanting to put it back into operation. She knows she will have to bring it up to codes and compliance and is in complete agreement. We felt like that was a win, win since there are a lot of blighted properties in that area. If she cleans that area up I think it will help the county. We approved the request
  
- V. Commissioner Whitfield reviewed Robert Wilson requests a conditional use variance for property located at 5665 Hwy 193 Flintstone, GA 30725. Tax Parcel # 0-506-1-026. He asked Mr. Cantrell if he had any information to provide for this request. Mr. Cantrell explained the Planning Commission Recommendation: Approved with Conditions, only operating 10 hours a day and half day on Saturdays. The State has to inspect the burner and it is in



compliance. Commissioner Whitfield tabled this request and asked Mr. Wilson to meet with Director of Planning and Codes, David Brown and come up with an agreement for a vegetation barrier that will help eliminate these issues. He explained that he would bring it back to the next meeting for review.

**V. Adjournment:** The Commissioner’s Meeting was adjourned at 7:56 PM

**VIII. Public Comment**

{Audio Recording of Regular Scheduled Commissioner’s Meeting and comments are on file in Commissioner’s Office – 19-01-23}

**IX. Commissioner Comments**

{Audio Recording of Regular Scheduled Commissioner’s Meeting comments are on file in Commissioner’s Office – 19-01-23}

Minutes approved by:

\_\_\_\_\_  
Shannon K. Whitfield  
Sole Commissioner  
Walker County Georgia

\_\_\_\_\_  
Date

Minutes prepared by: Walker County Clerk, Rebecca Wooden

Sign In Sheet

Regular Scheduled Commissioners Meeting

Walker County Courthouse Annex III, 201 S Main Street

LaFayette, Georgia 30728

January 23, 2020

6:00 PM

<u>Name</u>	<u>Address</u>	<u>Telephone</u>
Catharine Edema	W. C. W. C.	
Samuel Carter		
Song Jack	813 Old Dally Hwy	
Jeremy Red	905 Euclid St.	
Wesley Patton	435 Rape Dr.	
Mike & Tammy Pearson	256 Tommy Lane	
Vukob & Travis Thompson	704 G Hwy 95	
Donna	2212 Hwy 151 Jct	423-619-9611
Rachel Southland	396 Roundwood Rd.	
Alan Stapp	346 Huffman Rd	
Raymond Southland	396 Roundwood Rd	
Renee Southland	151 Reynolds Dr Roswell	
Roger Chapman	967 Hwy 151 Lafayette	
Sue Chapman	" " " "	
Sherry Zest	P O Box 159	
Debbie Fyfe	19 Halesys Cove Chick.	
Ken Pittman	9686 Hwy 199 Ft. Stewart Ga	
Lyber Vaughan	107 Spring Creek Cir	
Levy Ross	Ringgold, GA 30736	
	941 Chamberlain Rd	La Fayette Ga 317
Paine Gily Lawless	706.375.8910	

# Sign In Sheet

## Regular Scheduled Commissioners Meeting

Walker County Courthouse Annex III, 201 S Main Street

LaFayette, Georgia 30728

January 23, 2020

6:00 PM

Name

Address

Telephone

Roy Hambick 152 Glen Edom Way LaFayette Ga 423-413-3408

MARK ANDREIS 1036 YORK RD CUMMINGS GA 423-315-394

Michelle Mann 1036 York Rd Laf. 423-355-3910

Mark Lee 2266 Ave 600

Jessica Malone 423-618-0965

Joe Peterson 5832 Hwy 193 706-931-2321

Steve Cogle 5145 W Hwy 193 423-22-0342

Eddie Ritchie 1113 Wheeler Rd 706-233-1927

Ray + Charlotte Burnfire 706-638-5706

<sup>mom</sup> Sandy Blackman 172 N Forest Rd 423-855-0164

Jessie Samuelson

Abe Allen 423-582-8611

RAY KIN G. ST. J. 423-693-3165

Chat Jennings 423-991-2702

[Signature] 423-322-3622

Terry McDaniel 423-414-8850

Robert + Wilson 423-595-4411

Rick Talkent 709-870-3656

Carlin Bowers WC 423-521-6329





Walker County Planning, Development & Codes Enforcement

122 Hwy 95  
Rock Spring, Georgia 30739  
Phone 706-638-4048 Fax 706-638-9406

January 29, 2020

Robert Wilson  
Highway 193  
Flintstone, GA 30725

Dear Mr. Wilson,

Per your request for a conditional use variance for tax map & parcel 0-0-35-026, Commissioner Whitfield asked that you work with the Planning Office to develop a vegetated buffer for this property.

The Planning Office recommends one row of approved trees or a 12-foot fence type barrier be placed on the north end of the property.

On the west side of the property facing Highway 193, we recommend planting two rows of approved trees, staggered inside the fenced area, down to the south entrance.

On the south entrance turning into the property, we recommend planting two rows of approved trees, staggered 60-feet in from the property line.

All planting needs to be completed by May 1, 2020. The list of approved trees is attached to this letter. Please let us know if you have any further questions.

Sincerely,

David Brown  
Director of Codes and Planning

Signature

JAN 31, 2020

Date

Evergreen Trees- Tunnel-Fan Area(Zone 1)

Size Growth Rate Comments Native

Green Giant Arborvitae <i>Thuja plicata x standishii</i> 'Green Giant'	60'X20'	F	Preferred alternative to Leyland Cypress	N
Loblolly Pine <i>Pinus taeda</i>	60'X40'	F	Avoid in fan discharge areas; tends to self-prune	N
White Pine <i>Pinus strobus</i>	60'X40'	F	Avoid in fan discharge areas; tends to self-prune	N
Norway Spruce <i>Picea abies</i>	50'X25'	M/F	May suffer heat stress in fan areas	N

Hybrid Willow Trees <i>Salix Matsudana x Alba</i>	50'-75'	F		
--	---------	---	--	--

Applicant: Robert Wilson

Conditional Use Variance

Map & Parcel: D-035-026

Rezone from: \_\_\_\_\_ to: \_\_\_\_\_

**PLANNING COMMISSION RECOMMENDATION:**

\_\_\_\_\_ APPROVED AS SUBMITTED

1-16-2020

APPROVED WITH CONDITIONS

*that they only operate  
10 hrs a day + 1/2 day  
on Saturdays.*

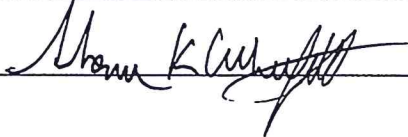
\_\_\_\_\_ TABLED

\_\_\_\_\_ DENIAL

**COMMISSIONERS FINAL DECISION:**

\_\_\_\_\_ APPROVED AS SUBMITTED

\_\_\_\_\_ APPROVED WITH CONDITIONS



TABLED

\_\_\_\_\_ DENIAL

The following disclosure is required of the applicant(s) by Section 36-67A-3 of O.C.G.A. The following is for disclosure purposes only and does not disqualify the petition.

Within the past two years, have you made either campaign contributions totaling \$250.00 or more and/or given gifts having value of \$250.00 or more to a local government official who will be responsible for making a recommendation or decision on the application? YES ( ) NO ( ). If so, then on a separate page, please furnish the following information.

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

Signature of Petitioner/Owner:

 10/30/19

OWNER

DATE

PETITIONER

DATE



COUNTY OF WALKER  
STATE OF GEORGIA

ORDINANCE NO. O-01-20

AN ORDINANCE AMENDING CHAPTER 6 OF THE CODE OF WALKER COUNTY, GEORGIA REGARDING SALES OF ALCOHOLIC BEVERAGES; TO PROVIDE AN EFFECTIVE DATE; TO REPEAL ANY AND ALL CONFLICTING ORDINANCES AND PARTS OF ORDINANCES; TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE FOR OTHER PURPOSES

WHEREAS, Walker County, Georgia desires to amend its alcohol ordinance to be consistent with the county fee schedule;

THEREFORE BE IT HEREBY ORDAINED by the Walker County Sole Commissioner that the Code of Walker County Georgia is amended as follows:

1.

Sec. 6-5 (1) of the Walker County Code of Ordinances is deleted in its entirety and replaced with the following:

**Sec. 6.5 - Initial license application.**

- (1) The application shall be filed with the Planning Office along with a fee as set forth in the county fee schedule for investigation of the applicant and of the proposed location and processing of the application, which said fee is not refundable.

2.

Sec. 6-98 of the Walker County Code of Ordinances is deleted in its entirety and replaced with the following:

**Sec. 6-98. - License fees for on-premises consumption.**

A license shall not be issued or pro-rated for less than the county's fiscal year (October 1 - September 30). The annual fee for the privilege of selling malt beverages, wine and/or distilled spirits for consumption on premises shall be set forth in the county fee schedule.

3.

This ordinance is effective immediately upon its adoption.

4.

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

5.

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

**PASSED AND ADOPTED THIS \_\_\_ DAY OF \_\_\_\_\_, 2020.**

---

Shannon K. Whitfield  
Sole Commissioner  
Walker County, Georgia

ATTEST:

---

Rebecca Wooden  
Clerk of Walker County, Georgia



## **RESOLUTION R-004-20**

### **A RESOLUTION TO AUTHORIZE A REFERENDUM TO REDUCE THE DISTANCE REQUIREMENT BETWEEN A CHURCH BUILDING AND A BONA FIDE EATING ESTABLISHMENT FROM 300 FEET TO 150 FEET ONLY FOR ON-PREMISE CONSUMPTION OF ALCOHOLIC BEVERAGES**

**WHEREAS**, the Sole Commissioner of Walker County (“Commissioner”) serves as the governing authority for the County; and

**WHEREAS**, the County’s alcohol ordinance provides for the retail sale of malt beverages, wine, and distilled spirits (hereinafter collectively referred to as “alcoholic beverages”) for consumption by the drink on the premises of bona fide eating establishment (as that term is defined by Section 6-95 of Chapter 6 of the Walker County Code of Ordinances); and

**WHEREAS**, the County’s alcohol ordinance prohibits the sale of any alcoholic beverages for consumption by the drink on the premises of a bona fide eating establishment within 300 feet of any church building;

**WHEREAS**, public interest has been expressed to reduce the distance requirement between a church building and a bona fide eating establishment regarding the sale of alcoholic beverages by the drink on the premises of a bona fide establishment; and

**WHEREAS**, a notice was published in the December 25, 2019 and January 15, 2020 editions of the Walker County Messenger newspaper regarding two public hearings to be held on January 9 and 23, 2020 regarding said distance requirement; and

**WHEREAS**, two public hearings were held on January 9 and 23, 2020 regarding the distance requirement, during which the Commissioner received additional public input; and

**WHEREAS**, the Commissioner desires for the qualified voters in the unincorporated areas of Walker County to vote and determine whether the County alcohol ordinance should be amended to reduce the distance requirement from 300 feet to 150 feet between the front door of a church and the front door of a bona fide eating establishment that sells alcoholic beverages by the drink only for on-premises consumption; and

**WHEREAS**, O.C.G.A. Section 21-2-540 authorizes a governing authority to call for a referendum and have a question placed upon a ballot for the qualified voters to vote whether to amend the distance requirement as set forth in the preceding paragraph; and

**NOW THEREFORE, BE IT RESOLVED**, the following question shall be placed upon the ballot of the general primary election to be held on May 19, 2020:





**REDUCTION OF DISTANCE REQUIREMENT BETWEEN A CHURCH AND A BONA FIDE EATING ESTABLISHMENT FOR ON PREMISES CONSUMPTION OF ALCOHOLIC BEVERAGES**

- ( ) YES                      Shall the governing authority of Walker County reduce the distance requirement from the front door of a bona fide eating establishment (as defined in Chapter 6 of the Walker County Code of Ordinances) from 300 feet to 150 feet for on-premises consumption of malt beverages, wine, and distilled spirits in the unincorporated areas of Walker County?
- ( ) NO

A copy of this resolution shall be delivered to the Board of Elections and Registration of Walker County, as election superintendent (“Election Superintendent”), and the Elections Superintendent is requested to issue the call for the election to be held on May 19, 2020, for the purpose of submitting the question to the voters of Walker County. Such call shall be issued not less than 60 days prior to the date of the election. The Elections Superintendent shall cause the date and purpose of the election to be published once at least 60 days preceding the date of the election, and once each week for the four weeks preceding the date of the election in the official organ of the County. The Notice of Election will be substantially in the form attached hereto and made a part hereof.

All qualified voters desiring to vote in favor of the reduction in the distance requirement shall vote “Yes”, and all qualified voters opposed to the reduction in the distance requirement shall vote “No”. If more than one-half of the votes cast are in favor of the reduction of the distance requirement, and after the vote has been certified by the County Election Superintendent, then the Commissioner will execute thereafter an ordinance amending the current alcohol ordinance to reduce the distance requirement between the front door of a church building and the front door of bona fide eating establishment from 300 feet to 150 feet in the unincorporated areas of Walker County. If more than one-half of the votes cast are not in favor of the reduction in the distance requirements, then the current ordinance will stand unchanged.

**SO RESOLVED AND ADOPTED** this 13th day of February, 2020.

**ATTEST:**

**WALKER COUNTY, GEORGIA**

\_\_\_\_\_  
REBECCA WOODEN, County Clerk

\_\_\_\_\_  
SHANNON K. WHITFIELD, Sole Commissioner

**SPLOST INTERGOVERNMENTAL AGREEMENT**

STATE OF GEORGIA

COUNTY OF WALKER

**INTERGOVERNMENTAL AGREEMENT  
FOR THE USE AND DISTRIBUTION OF PROCEEDS FROM THE 2020  
SPECIAL PURPOSE LOCAL OPTION SALES TAX  
FOR CAPITAL OUTLAY PROJECTS**

**THIS AGREEMENT** is made and entered this the 10th day of February, 2020, by and among Walker County, Georgia, a political subdivision of the State of Georgia (the “County”), the City of LaFayette, Georgia, the City of Rossville, the City of Chickamauga, the City of Lookout Mountain, and the City of Fort Oglethorpe, Georgia, municipal corporations created and existing under the laws of the State of Georgia (the “Municipalities”, individually and consecutively).

**WITNESSETH:**

**WHEREAS**, Part 1 of Article 3 of Chapter 8 of Title 48 of the Official Code of Georgia Annotated (the “Act”), authorizes the levy of a one percent Special Purpose Local Option Sales Tax (the “SPLOST”) within the special district of Walker County created by O.C.G.A. § 48-8-110.1(a) (the “Special District”) for the purpose of financing capital outlay projects for the use and benefit of the County and qualified municipalities within the Special District; and

**WHEREAS**, the County and Municipalities met to discuss possible projects for inclusion in the SPLOST referendum on the 3rd day of February, 2020, in conformance with the requirements of O.C.G.A. § 48-8-111(a); and

**WHEREAS**, the Act allows the proceeds of the SPLOST to be distributed pursuant to the terms of a contract entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia between the County and one or more “qualified municipalities” (as defined in the Act) located within the Special District containing a combined total of no less than 50 percent of the aggregate municipal population located within the Special District; and

**WHEREAS**, the County and the Municipalities desire to enter into this Contract to meet the provisions of O.C.G.A. § 48-8-115(b)(1);

**NOW, THEREFORE**, in consideration of the mutual promises and understandings made in this Agreement and in furtherance of the mutual public purposes hereby sought to be achieved, and for other good and valuable consideration, the County and the Municipalities do hereby agree as follows:

**Section 1. Representations and Mutual Covenants**

(A) The County makes the following representations and warranties which may be specifically relied upon by all parties as a basis for entering into this Agreement:

(i) The County is a political subdivision duly created and existing under the Constitution of the State of Georgia;

(ii) The Governing Authority of the County is duly authorized to execute, deliver and perform this Agreement;

(iii) This Agreement is a valid, binding, and enforceable obligation of the County,

(iv) The County delivered or mailed on 24th day of January, 2020 a written notice to the mayors or chief elected officials of the Municipalities, of a meeting that was held at the County's offices on 3rd day of February, 2020, at which the governing authorities of the County and of such Municipalities met to discuss the possible projects for inclusion in the SPLOST, including municipally owned or operated projects; and

(v) The County will take all actions necessary to call an election to be held in all voting precincts in the County on the 19th day of May, 2020, for the purpose of submitting to the voters of the County for their approval, the question of whether or not a SPLOST shall be imposed on all sales and uses within the special district of Walker County for a period of 24 quarters, upon the termination of the SPLOST presently in effect, to raise an estimated \$44,000,000 to be used for funding the projects specified in Exhibits A - F attached hereto.

(B) Each of the Municipalities makes the following representations and warranties which may be specifically relied upon by all parties as a basis for entering into this Agreement:

(i) Each Municipality is a municipal corporation duly created and existing under the laws of the State of Georgia;

(ii) The governing authority of each Municipality is duly authorized to execute, deliver and perform this Agreement;



(iii) The Agreement is a valid, binding, and enforceable obligation of each Municipality;

(iv) Each Municipality is a qualified municipality as defined in O.C.G.A. § 48-8-110(4);

(v) Each Municipality is located entirely or partially within the geographic boundaries of the Special District; and

(vi) It will own or operate its capital outlay projects specified in Exhibits B - F attached hereto in order to improve public services in the Special District.

(C) It is the intention of the County and the Municipalities to comply in all respects with the Act and all provisions of this Agreement shall be construed in light of the Act.

(D) The County and the Municipalities agree to promptly proceed with the acquisition, construction, equipping and installation of each of the approved SPLOST projects specified in Exhibits A - F of this Agreement and in accordance with the priority order referenced in Section 8 of this Agreement.

(E) The County, the Authority, and the Municipalities agree to maintain thorough and accurate records concerning receipt of SPLOST proceeds and expenditures for each project undertaken by the respective party as required to fulfill the terms of this Agreement.

(F) The County and the Municipalities agree that each approved SPLOST project associated with this Agreement shall be maintained as a public facility and in public ownership for the term of this Agreement.

## **Section 2. Conditions Precedent**

(A) The obligation of the County and the Municipalities pursuant to this Agreement are conditioned upon the adoption of a resolution of the County calling for the imposition of the SPLOST in accordance with the provisions of O.C.G.A. § 48-8-111(a).

(B) This Agreement is further conditioned upon the approval of the proposed imposition of the SPLOST by the voters of the County in a referendum to be held in accordance with the provisions of O.C.G.A. § 48-8-111 (b) through (e).

(C) This Agreement is further conditioned upon the collection of the SPLOST revenues by the State Revenue Commissioner and transfer of the same to the County.

**Section 3. Effective Date and Term of the Tax**

The SPLOST, subject to approval in an election to be held on May 19th, 2020, shall continue for a period of six years (24 quarters) with collections beginning upon the termination of the SPLOST presently in effect.

**Section 4. Effective Date and Term of This Agreement**

This Agreement shall commence upon the date of its execution and shall terminate upon the later of:

- (i) The official declaration of the failure of the election described in this Agreement; or
- (ii) The expenditure by the County and all of the Municipalities of the last dollar of money collected from the SPLOST after the expiration of the SPLOST.

**Section 5. County SPLOST Fund; Separate Accounts; No Commingling**

(A) A special fund or account shall be created by the County and designated as the 2020 Walker County Special Purpose Local Option Sales Tax Fund (“County SPLOST Fund”). The County shall select a local bank which shall act as a depository and custodian of the SPLOST Fund upon such terms and conditions as may be acceptable to the County.

(B) Each Municipality shall create a special fund to be designated as the 2020 [*insert Municipality name*] Special Purpose Local Option Sales Tax Fund. Each Municipality shall select a local bank which shall act as a depository and custodian of the SPLOST proceeds received by each Municipality upon such terms and conditions as may be acceptable to each Municipality.

(C) All SPLOST proceeds shall be maintained by the County and each Municipality in the separate accounts or funds established pursuant to this Section. Except as provided in Section 6, SPLOST proceeds shall not be commingled with other funds of the County and any Municipalities and shall be used exclusively for the purposes detailed in this Agreement. No funds other than SPLOST proceeds shall be placed in such funds or accounts.

**Section 6. Procedure for Disbursement of SPLOST Proceeds**

(A) All parties to this Agreement shall assume a 33.33% growth rate in using \$44,000,000.00 as the estimated six (6) year SPLOST collection total.

(B) The County shall deposit 100.00% of each payment of the SPLOST proceeds that the County receives from the Georgia Department of Revenue (GDOR) into the County SPLOST Fund account.

(C) The first distribution from each total payment that the County receives from GDOR shall be 20.00% divided equally between the County, the City of LaFayette, the City of Chickamauga, the City of Rossville, and the City of Lookout Mountain.

(D) The remaining 80.00% of each total payment that the County receives from GDOR shall be distributed as follows: 75.00% to the County, 11.00% to the City of LaFayette, 6.34% to the City of Rossville, 4.79% to the City of Chickamauga, 2.48% to the City of Lookout Mountain, and 0.39 percent to the City of Fort Oglethorpe.

(E) Each distribution to the Municipalities shall be made within 15 business days of the County's receipt of each total payment from the GDOR.

(F) Should any Municipality cease to exist as a legal entity before all funds are distributed under this Agreement, that Municipality's share of the funds subsequent to dissolution shall be paid to the County as part of the County's share unless an Act of the Georgia General Assembly makes the defunct Municipality part of another successor municipality. If such an act is passed, the defunct Municipality's share shall be paid to the successor Municipality in addition to all other funds to which the successor Municipality would otherwise be entitled.

### **Section 7. Projects**

All capital outlay projects, to be funded in whole or in part from SPLOST proceeds, are listed in Exhibits A - F which are attached hereto and made part of this Agreement. All capital outlay projects included in this Agreement shall be funded from proceeds from the SPLOST, except as otherwise agreed in this Agreement.

### **Section 8. Priority and Order of Project Funding**

Projects shall be fully or partially funded and constructed in accordance with the schedule found in Exhibits A - F of this Agreement. Except as provided in Paragraph B and Paragraph C of Section 9 of this Agreement, any change to the priority or schedule must be agreed to in writing by all parties of this Agreement.

### **Section 9. Completion of Projects**

(A) The County and the Municipalities acknowledge that the costs shown for each project described in Exhibit A - F are estimated amounts.



(B) If a County project has been satisfactorily completed at a cost less than the estimated cost listed for that project in Exhibit A, the County may apply the remaining unexpected funds to any other County project listed in Exhibit A.

(C) If a municipal project has been satisfactorily completed at a cost less than the estimated cost listed for that project in Exhibits B - F, the Municipality may apply the remaining unexpended funds to any other project listed for that Municipality in Exhibits B - F.

(D) The County and the Municipalities acknowledge that each party is solely responsible for each project on its individual project list as well as solely responsible for the proper use of all SPLOST funds in its possession and each holds the others harmless from all damage or liability from any failure to properly administer its own projects and/or SPLOST funds.

### **Section 10. Certificate of Completion**

Within thirty (30) days after the acquisition, construction or installation of a municipal project listed in Exhibits B - F is completed, the Municipality owning the project shall file with the County a Certificate of Completion signed by the mayor or chief elected official of the respective Municipality, setting forth the date on which the project was completed, and the final cost of the project.

### **Section 11. Expenses**

(A) The County shall administer the County SPLOST Fund to effectuate the terms of this Agreement without charge or fee to any of the Municipalities.

(B) Furthermore, the County and Municipalities shall be jointly responsible on a per capita basis for the cost of holding the SPLOST election. The County shall be reimbursed for the costs of the election including the Municipalities' share of such costs as provided herein.

(C) Each party acknowledges that the office of the State Revenue Commissioner will deduct 1% from all SPLOST tax revenues collected for acting as the collection agent.

### **Section 12. Audits**

(A) The County and each Municipality receiving any proceeds from the SPLOST shall maintain a record of each and every project for which the proceeds of the SPLOST are used. A schedule shall be included in each annual audit of each party hereto that shows for each such project the original estimated cost, the current estimated cost if it is not the original estimated cost, amounts expended in prior years, and amounts expended in the current year. Each party's auditor shall verify and test expenditures sufficient to provide assurances that the schedule is fairly presented in relation to each party's financial statements. The auditor's report on each party's financial statements shall include an opinion, or disclaimer of opinion, as to whether the

schedule is presented fairly in all material respects in relation to the financial statements taken as a whole. The County and each Municipality receiving SPLOST proceeds shall be responsible for the cost of their respective audits. The County and the Municipalities agree to cooperate with the independent certified public accounting firm in any audit providing all necessary information.

(B) Each Municipality shall provide the County a copy of the audit of the distribution and use of the SPLOST proceeds by such party.

### **Section 13. Notices**

All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given when delivered personally or sent by registered or certified United States Mail, Postage Prepaid, as follows:

Walker County, Georgia  
Attention: Commissioner  
P.O. Box 445  
LaFayette, GA. 30728

City of LaFayette, Georgia  
Attention: Mayor  
207 South Duke Street  
LaFayette, GA. 30728

City of Rossville  
Attention: Mayor  
400 McFarland Avenue  
Rossville, GA. 30741

The City of Chickamauga  
Attention: Mayor  
103 Crittenden Avenue  
Chickamauga, GA. 30707

City of Lookout Mountain  
Attention: Mayor  
1214 Lula Lake Road  
Lookout Mountain, GA. 30750

City of Fort Oglethorpe  
Attention: Mayor  
500 City Hall Drive  
Fort Oglethorpe, GA. 30742

### **Section 14. Entire Agreement**

This Agreement, including any attachments or exhibits, constitutes all of the understandings and agreements existing among the County and the Municipalities with respect to distribution and use of the proceeds from the SPLOST. Furthermore, this Agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, among the parties hereto with respect to distributions and use of the SPLOST.

### **Section 15. Amendments**

This Agreement shall not be amended or modified except by agreement in writing executed by the governing authorities of the County and the Municipalities.

## **Section 16. Governing Law**

This Agreement shall be deemed to have been made and shall be construed and enforced in accordance with the laws of the State of Georgia.

## **Section 17. Severability**

Should any phrase, clause, sentence, or paragraph of this Agreement be held invalid or unconstitutional, the remainder of this Agreement shall remain in full force and effect as if such invalid or unconstitutional provision were not contained in this Agreement unless the elimination of such provision detrimentally reduces the consideration that any party is to receive under this Agreement or materially affects the operation of this Agreement.

## **Section 18. Compliance with Law**

The County and the Municipalities shall comply with all applicable local, State and Federal statutes, ordinances, rules and regulations relating to the operation of this Agreement.

## **Section 19. No Consent to Breach**

No consent or waiver, express or implied, by any party to this Agreement, to any breach of any covenant, condition or duty of another party shall be construed as a consent to or waiver of any future breach of the same.

## **Section 20. Counterparts**

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

## **Section 21. Mediation**

The County and the Municipalities agree that any controversy arising under this Agreement shall first be submitted to nonbinding mediation for a resolution. The parties to the mediation shall mutually and promptly select a neutral party to serve as mediator. The fees and expenses charged by the mediator so selected shall be shared equally among the parties to the mediation. If the controversy is not resolved at the conclusion of the mediation or within three (3) months of a party's request for mediation (whichever occurs first), any party may pursue any other available rights, remedies or processes.



**IN WITNESS WHEREOF**, the County and the Municipalities acting through their duly authorized officials have caused this Agreement to be signed, sealed and delivered on the date indicated herein.

**COUNTY OF WALKER, GEORGIA**

By: \_\_\_\_\_  
Sole Commissioner

(Seal)

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

**CITY OF ROSSVILLE, GEORGIA**

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

(Seal)

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

**CITY OF LOOKOUT MOUNTAIN, GEORGIA**

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

(Seal)

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

**(Signatures continued on next page)**

**CITY OF FORT OGLETHORPE, GEORGIA**

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

(Seal)

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

**CITY OF LAFAYETTE, GEORGIA**

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

(Seal)

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

## Exhibit A



# Walker County Capital Projects List for the 2020 SPLOST

### Emergency Management

Capital Investment Equipment for additional Walker County 911 communication radio tower	\$750,000.00
Capital equipment for Emergency Management & First Responder radio communication & computer technology	\$1,000,000.00
Emergency Generators for facilities and critical systems	\$850,000.00
Capital Investment for equipment, technology, and facilities upgrades for the 911 Center Operations	\$425,000.00
<b>Sub-total</b>	<b>\$3,025,000.00</b>

### Sheriff's Department

Capital equipment for Law Enforcement Vehicles, including outfitting of vehicles	\$2,500,000.00
Capital equipment for Law Enforcement Body & Vehicle Cameras	\$400,000.00
<b>Sub-total</b>	<b>\$2,900,000.00</b>

### Fire Department

Emergency Services equipment including Emergency Services Vehicles, outfitting of vehicles, and Fire Station Facilities Improvements	\$3,750,000.00
Facility completion of the Hinkle Fire Department on Lookout Mountain	\$300,000.00
<b>Sub-total</b>	<b>\$4,050,000.00</b>

### Public Works

Investment in Public Works Equipment, Roadside Mowers, and Vehicles	\$3,000,000.00
Capital Investment for right-a-way improvement, Road Paving, Bridge replacement/upgrades	\$6,000,000.00
<b>Sub-total</b>	<b>\$9,000,000.00</b>

### Community Development

Capital Investment in equipment and facility improvements to the Lafayette/Walker Senior Citizen Center	\$200,000.00
Capital Investment in equipment and building addition/expansion to the Agriculture Center	\$1,200,000.00
Capital Investment in technology advancements, books, and facility improvements for our (3) Public Libraries	\$150,000.00
Capital improvements for the Historic Marsh House	\$90,000.00
Capital Investment in Recreational improvements for the Civic Center Campus	\$350,000.00
Capital Investment in additional fire hydrants	\$250,000.00
<b>Sub-total</b>	<b>\$2,240,000.00</b>

### General Government

Capital Improvements/Investment of county facilities including Courthouse and Courthouse Annex	\$4,100,000.00
Capital Investment for computer systems and technology advancements	\$325,000.00
Capital equipment for Transportation Maintenance Facility	\$175,000.00
Capital Investment in County Vehicles	\$700,000.00
Capital Investment in equipment and facility improvements to the Animal Shelter	\$145,000.00
<b>Sub-total</b>	<b>\$5,445,000.00</b>

### Landfill

Capital equipment, vehicles, and facility improvements for County Landfill operations	<b>Sub-total</b> \$1,500,000.00
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**Grand Total \$28,160,000.00**

To the extent available, the County may combine available funds with proceeds of the SPLOST, and any other available funds, to pay the costs of the above described capital outlay projects. Plans and specifications for these projects have not been completed and bids or proposals have not been received. Depending upon acquisition and construction cost and available funds, the County may choose which capital outlay projects to undertake or not undertake, or to delay until additional funding is available, to the extent the proceeds of the SPLOST, together with other available funds of the County, are insufficient to complete any of the capital outlay projects.



**2020 City of Chickamauga SPLOST Fund Project Length Budget \$1,686,080.00**

<i>Project List</i>	<i>Year</i>	<i>Original</i>
	<i>Approved</i>	<i>Estimated</i>
		<b>Cost</b>
<i>Capital Improvement Projects, Including but not Limited to:</i>		
<b>City Building Improvements (321-54.1200)</b>	2020	
City Government Computers, Technology and Equipment		60,000.00
Train Depot and City Building(s) Renovations & Improvements		300,000.00
<b>Total</b>		<b>360,000.00</b>
<b>City Parks, Tourism and Recreation (321-54.1201)</b>	2020	
Playground Equipment		25,000.00
Play Set Renovations and Upgrades		50,000.00
Picnic Pavillion		20,000.00
Holland Watson Park Fencing		25,000.00
Walking Trall Development		50,000.00
CRA Ball Field Lights / Parking Lot renovation		120,000.00
CRA Playing Fields Improvements		20,000.00
<b>Total</b>		<b>310,000.00</b>
<b>Purchase City Vehicles and Equipment (321-54-1202)</b>	2020	
Emergency and Utility Communications & Technology Equipment		80,000.00
Government Vehicles		90,080.00
Garbage Truck		230,000.00
<b>Total</b>		<b>400,080.00</b>
<b>Library Improvements (321-54-1203)</b>	2020	
Equipment Improvements		20,000.00
Furniture		10,000.00
Building Improvement and renovation Projects		34,800.00
<b>Total</b>		<b>64,800.00</b>
<b>Street Improvements (321-54.1400)</b>	2020	
Side walk and Storm Water Runoff Projects		50,000.00
New Sidewalk Construction and or Repairs		50,000.00
Decorative Poles & Street Signs		12,200.00

Exhibit "B" (2 pages)

Chickauauga Gate Way & Way Finding Signs		50,000.00
<b>Total</b>		<b>162,200.00</b>
<b>Utility System Upgrades (321-54.1401)</b>		
Utility Meter Replacement		225,000.00
Utility Software PC and Software upgrade		155,000.00
Electric Charging Stations Downtown		9,800.00
<b>Total</b>		<b>389,800.00</b>
<b>Grand Total</b>		<b>1,686,880.00</b>
 <b>Chickamauga Business Districts Economic Development &amp; Improvement Projects</b>		
<b><u>\$1,760,000.00 / Tier Projects</u></b>		
	1760000	
Commercial District Revitalization		
Water and Sewer Upgrades		
Storm Water Improvements		
Electric Underground and Improvements		
Vehicle Parking & Land Acquisition		
City Building Improvements		
Sidewalk Improvements		
Street / Alley improvements		
Wireless Internet		
Project Design		
	<b>Total</b>	<b>\$3,446,880</b>



"Home of the  
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EARL GRAY

---

**Council Members**

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DEREK ROGERS

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City Judge

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"Gateway to  
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National Military Park  
Chickamauga Battlefield"

# City of Fort Oglethorpe

P.O. Drawer 5509  
Fort Oglethorpe, Georgia 30742  
Telephone 706-866-2544  
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[www.fortogov.com](http://www.fortogov.com)

February 6, 2020

Mr. Shannon Whitfield  
Sole Commissioner, Walker County  
P.O. Box 445  
Lafayette, GA 30728

Dear Commissioner Whitfield:

Please consider the following items for your next SPLOST on behalf of the City of Fort Oglethorpe.

Water and Sewer Projects or Equipment: \$95,280.00  
Our focus areas of the projects would be Hwy. 27 and on Battlefield Parkway.

Police Vehicle and Equipment: \$42,000.00

For an expected total of \$137,280.00

If you should have additional questions please feel free to contact me.

Sincerely,

CITY OF FORT OGLETHORPE

Mike Helton  
Interim City Manager

cc: Pam Travillian, Finance Director

Exhibit "C"



**City of Lookout Mountain, Georgia**  
**Special Purpose Local Option Sales Tax (SPLOST) Project List 2020-2025**

**a) Downtown Development:** Capital Investments as needed for Downtown Development, including but not limited to construction, renovation and/or equipping of a City Hall, Fire Hall and other Town Center improvements and infrastructure, up to **\$1,760,000.00**.

**b) Public Works Facilities:** Capital Investments as needed for public works facilities, including but not limited to construction, renovation and/or equipping of Public Works vehicle and equipment storage facilities, up to **\$25,000.00**.

**c) Sewer and Stormwater:** Capital Investments as needed for the City's sewer and stormwater systems, including but not limited to pump station equipment, improvements and renovations, up to **\$50,000.00**.

**d) Administration Facilities:** Capital Investments as needed for City administrative facilities, including but not limited to debt service for construction and equipping of City-owned Town Center facilities, up to **\$300,000.00**.

**e) Public Works:** Capital Investments as needed including but not limited to acquisition of equipment and vehicles for Public Works Department, up to **\$120,000.00**.

**f) Public Safety:** Capital Investments as needed including but not limited to acquisition of equipment and vehicles for Fire and Police Department, up to **\$275,000.00**.

**g) Parks and Recreation:** Capital Investments as needed for City parks and recreation including but not limited to acquisition of land, field lights, equipment and vehicles for parks and recreation, up to **\$70,000.00**.

**h) Solid Waste:** Capital Investments as needed for Solid Waste Department, including but not limited to acquisition of vehicles and/or equipment for solid waste and/or brush collection, up to **\$25,000.00**.

**i) Streets and Public Ways:** Capital Investments as needed including but not limited to acquisition, construction, reconstruction, repair, improvements, and installation of streets, sidewalks, pathways, green spaces and/or buildings, up to **\$7,960.00**.

**All projects will have equal priority and will be fully funded. Weather, availability of contractors, availability of city workers and equipment, and other factors may affect each project individually. While each project will receive its respective allocation of SPLOST funds as needed for completion, each project will proceed and be funded on an as needed and as ready basis. Any additional SPLOST revenue will be used within the eight categories listed.**

Exhibit "D"

**SPLOST CAPITAL BUDGET | ROSSVILLE**

*Acquisition, construction, planning, and equipping of any property, both real and personal, necessary in connection with the above-described capital outlay projects, and renovations, additions, improvements, and equipping of new and existing buildings, properties, and facilities of the City of Rossville. This is an initial allocation of the estimated costs of the proposed capital outlay projects in the areas listed; actual allocation may differ if the actual needs and costs are different than as projected, and funds obtained may be shifted between physical areas or to other capital outlay projects approved by the SPLOST referendum as determined necessary and appropriate by the City Council.*

<b>City of Rossville SPLOST Project List 2020 - 2025</b>	
Project List	Estimated Cost
<b>General</b>	
Rossville Public Safety: General and Communications Equipment	\$ 550,000
Rossville Public Works: General Equipment and Transportation Improvements	\$ 420,000
Public Infrastructure: Stormwater/Sewer Maintenance and Repair, and Utility Infrastructure Improvements, and	\$ 850,000
Rossville Public Facility Improvements	\$ 500,000
Rossville Library	\$ 60,000
Recreation Facilities and Historical Area Facilities upgrades and improvements	\$ 409,600
Total	\$2,789,600
<b>Economic Development and Downtown Revitalization</b>	
McFarland Avenue Corridor Area Development and Beautification	\$ 400,000
Chickamauga Avenue Corridor Area Development and Beautification	\$ 550,000
Small Business Development Center in Partnership with the RDDA and Walker County Chamber	\$ 300,000
Development and Modernization of Historic Downtown District in partnership with the RDDA	\$ 510,000
Total	\$1,760,000
TOTAL	\$ 4,549,600

*To the extent available, the City may combine available funds with proceeds of the SPLOST, and any other available funds, to pay the costs of the above-described capital outlay projects. Plans and specifications for these projects have not been completed and bids or proposals have not been received. Depending upon acquisition, construction and equipping costs and available funds, the City may choose which capital outlay projects to undertake or not undertake, or to delay until additional funding is available, to the extent that proceeds of the SPLOST, together with other available funds of the City, are insufficient to complete any of the above-described capital outlay projects. All above-described capital outlay projects shall have equal priority and will be fully funded, unless otherwise specified. Additionally, to the extent allowed by law, funds may be used as matching funds for leveraging grant opportunities.*



LaFayette SPLOST List 2020

Recreational Facilities (Swimming Pool, Splash pad, Building improvements)	\$900,000
Ross Abney Multi-use Facility, Concerts, Events	\$500,000
West LaFayette Corridor improvements	\$150,000
Streetscape improvements	\$250,000
Police/Fire/911 communications – radio tower, radios	\$275,000
City Lake Improvements	\$150,000
Walking/Biking trails connecting recreational assets	\$275,000
Train Depot	\$75,000
Connect High school to Main Street with sidewalk	\$300,000
Develop Downtown District with Downtown Development Authority	\$750,000
Main Street / Gateway corridor improvements	\$350,000
Hazard Mitigation – Emergency Management – generators for water/sewer	\$165,000
Remote learning / Small Business Development Center	\$500,000
Library	\$60,000
Smart grid technology for Electric, Broadband Internet	\$800,000
Roads / Bridges / Sidewalk / Utility Improvements	\$1,100,000

Acquisition, construction, and equipping of any property, both real and personal, necessary in connection with the above-described capital outlay projects, and renovations, additions, improvements, and equipping of existing buildings, properties, and facilities of the City of LaFayette.

To the extent available, the City may combine available funds with proceeds of the SPLOST, and any other available funds, to pay the costs of the above-described capital outlay projects. Plans and specifications for these projects have not been completed and bids or proposals have not been received. Depending upon acquisition, construction and equipping costs and available funds, the City may choose which capital outlay projects to undertake or not undertake, or to delay until additional funding is available, to the extent that proceeds of the SPLOST, together with other available funds of the City, are insufficient to complete any of the above-described capital outlay projects. All above-described capital outlay projects shall have equal priority and will be fully funded, unless otherwise specified.





## RESOLUTION R-05-20

**A RESOLUTION OF THE SOLE COMMISSIONER OF WALKER COUNTY, GEORGIA IMPOSING A COUNTY 1% (ONE PERCENT) SALES AND USE TAX AS AUTHORIZED BY PART 1 OF ARTICLE 3 OF CHAPTER 8 OF TITLE 48 OF THE OFFICIAL CODE OF GEORGIA ANNOTATED, SPECIFYING THE PURPOSES FOR WHICH THE PROCEEDS OF SUCH TAX ARE USED; SPECIFYING THE PERIOD OF TIME FOR WHICH SUCH TAX SHALL BE IMPOSED; SPECIFYING THE ESTIMATED COST OF THE CAPITAL OUTLAY PROJECTS TO BE FUNDED FROM THE PROCEEDS OF SUCH TAX; REQUESTING THE ELECTION SUPERINTENDENT TO CALL AN ELECTION OF THE VOTERS OF WALKER COUNTY TO APPROVE THE IMPOSITION OF SUCH SALES AND USE TAX; APPROVING THE FORM OF BALLOT TO BE USED IN SUCH AN ELECTION; AND FOR OTHER PURPOSES.**

**WHEREAS**, Part 1 of Article 3 of Chapter 8 of Title 48 of the Official Code of Georgia Annotated. (the "Act") authorizes the imposition of a county 1% (one percent) Special Purpose Local Option Sales and Use Tax ("SPLOST") for the purpose of funding certain capital outlay projects which include those set forth herein; and

**WHEREAS**, the Sole Commissioner of Walker County, Georgia ("Commissioner") has determined that it is in the best interest of the citizens of Walker County, Georgia ("County") that a 1% (one percent) SPLOST be imposed within the County to raise approximately \$44,000,000 for the purpose of funding capital outlay projects ("Projects"); and

**WHEREAS**, the Sole Commissioner delivered a written notice ("Notice") to the Mayor in each municipality located within the County regarding the continuation of the SPLOST; and

**WHEREAS**, the Notice contained the date, time, place, and purpose of a meeting at which designated representatives of the County and the City of LaFayette, the City of Chickamauga, the City of Rossville, the City of Lookout Mountain and the City of Fort Oglethorpe (collectively "Municipalities") met and discussed the possible projects for inclusion in the referendum, including municipality owned and operated projects; and

**WHEREAS**, the Notice was delivered or mailed at least 10 days prior to the date of the meeting, and the meeting was held prior to the issuance of a call for the referendum; and

**WHEREAS**, the County has entered into an intergovernmental agreement ("Agreement") with the Municipalities that are parties to the Agreement; and

**WHEREAS**, the Municipalities represent 23 percent of the total population of the County.

**NOW, THEREFORE, BE IT RESOLVED** by the Sole Commissioner of Walker County, Georgia as follows:



(A) Assuming the question of imposing a County SPLOST is approved by the voters of the special district in the election hereinafter referred to, the SPLOST shall be imposed for the term, purposes and costs as follows:

1. In order to finance the Projects described herein, a SPLOST in the amount of 1% (one percent) on all sales and uses in the County is hereby authorized to be levied and collected within the County as provided in the Act.
2. The proceeds of such tax are to be used to fund the Projects. The Projects consist of "County Projects" and "Municipal Projects." The projects and the estimated costs are set forth in Exhibits "A through F" attached hereto.
3. The SPLOST is to be imposed for a period of 6 (six) years.

(B) Distribution of SPLOST Proceeds.

The SPLOST proceeds received in any year pursuant to the imposition of such tax, shall be deposited in a separate fund to be maintained by the County and applied toward funding the Projects as more fully provided for in the Agreement.

(C) Call for the Election; Notice.

1. The election superintendent of Walker County is hereby requested to call an election in all voting precincts in the County on the 19th day of May 2020, for the purpose of submitting to the qualified voters of the County the question set forth in Paragraph 2, below.
2. The ballots to be used in the election shall have written or printed thereon substantially the following:

"( )" Yes

Shall a special one percent sales and use tax be imposed in Walker County for a period of time not to exceed six years and for the raising of an estimated amount of \$44,000,000 for the purpose of (1) funding [ *general list of projects* ] for Walker County, (2) for funding [ *general list of projects* ] for the Municipalities of LaFayette, Chickamauga, Rossville, Lookout Mountain, and Fort Oglethorpe?

"( )" No

3. It is hereby requested that the election be held by the election superintendent of Walker County in accordance with the election laws of the State of Georgia, including, without limitation, the election laws relating to special elections. It is hereby further requested that the election superintendent of Walker County canvass the returns, declare the result of the election, and certify the result to the Secretary of State and to the state revenue commissioner.
4. The election superintendent of Walker County is hereby authorized and requested to publish a notice of the election as required by law in the newspaper in which sheriff's advertisements for the County are published once a week for four weeks immediately





preceding the date of the election. The notice of the election shall be in substantially the form attached hereto as Exhibit "G".

- (D) The clerk of Walker County is hereby authorized and directed to deliver a copy of the resolution to the election superintendent of Walker County, with a request that the election superintendent of Walker County issue the call for an election.
- (E) The proper officers and agents of the County are hereby authorized to take any and all further actions as may be required in connection with the imposition of SPLOST.
- (F) The Resolution shall take effect immediately upon its adoption.

**SO RESOLVED AND ADOPTED** this 13th day of February 2020.

**ATTEST:**

**WALKER COUNTY, GEORGIA**

\_\_\_\_\_  
REBECCA WOODEN, County Clerk

\_\_\_\_\_  
SHANNON K. WHITFIELD, Sole Commissioner



Exhibit A



Walker County Capital Projects List for the 2020 SPLOST

**Emergency Management**

Capital Investment Equipment for additional Walker County 911 communication radio tower	\$750,000.00
Capital equipment for Emergency Management & First Responder radio communication & computer technology	\$1,000,000.00
Emergency Generators for facilities and critical systems	\$850,000.00
Capital Investment for equipment, technology, and facilities upgrades for the 911 Center Operations	\$425,000.00
<b>Sub-total</b>	<b>\$3,025,000.00</b>

**Sheriff's Department**

Capital equipment for Law Enforcement Vehicles, including outfitting of vehicles	\$2,500,000.00
Capital equipment for Law Enforcement Body & Vehicle Cameras	\$400,000.00
<b>Sub-total</b>	<b>\$2,900,000.00</b>

**Fire Department**

Emergency Services equipment including Emergency Services Vehicles, outfitting of vehicles, and Fire Station Facilities Improvements	\$3,750,000.00
Facility completion of the Hinkle Fire Department on Lookout Mountain	\$300,000.00
<b>Sub-total</b>	<b>\$4,050,000.00</b>

**Public Works**

Investment in Public Works Equipment, Roadside Mowers, and Vehicles	\$3,000,000.00
Capital Investment for right-a-way improvement, Road Paving, Bridge replacement/upgrades	\$6,000,000.00
<b>Sub-total</b>	<b>\$9,000,000.00</b>

**Community Development**

Capital Investment in equipment and facility improvements to the Lafayette/Walker Senior Citizen Center	\$200,000.00
Capital Investment in equipment and building addition/expansion to the Agriculture Center	\$1,200,000.00
Capital Investment in technology advancements, books, and facility improvements for our (3) Public Libraries	\$150,000.00
Capital improvements for the Historic Marsh House	\$90,000.00
Capital Investment in Recreational improvements for the Civic Center Campus	\$350,000.00
Capital Investment in additional fire hydrants	\$250,000.00
<b>Sub-total</b>	<b>\$2,240,000.00</b>

**General Government**

Capital Improvements/Investment of county facilities including Courthouse and Courthouse Annex	\$4,100,000.00
Capital Investment for computer systems and technology advancements	\$325,000.00
Capital equipment for Transportation Maintenance Facility	\$175,000.00
Capital Investment in County Vehicles	\$700,000.00
Capital Investment in equipment and facility improvements to the Animal Shelter	\$145,000.00
<b>Sub-total</b>	<b>\$5,445,000.00</b>

**Landfill**

Capital equipment, vehicles, and facility improvements for County Landfill operations	<b>Sub-total</b> \$1,500,000.00
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**Grand Total \$28,160,000.00**

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**2020 City of Chickamauga SPLOST Fund Project Length Budget \$1,686,080.00**

Project List	Year	Original
	Approved	Estimated
<b>Capital Improvement Projects, Including but not Limited to:</b>		<b>Cost</b>
<b>City Building Improvements (321-54.1200)</b>	2020	
City Government Computers, Technology and Equipment		60,000.00
Train Depot and City Building(s) Renovations & Improvements		300,000.00
<b>Total</b>		<b>360,000.00</b>
<b>City Parks, Tourism and Recreation (321-54.1201)</b>	2020	
Playground Equipment		25,000.00
Play Set Renovations and Upgrades		50,000.00
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CRA Ball Field Lights / Parking Lot renovation		120,000.00
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<b>Total</b>		<b>310,000.00</b>
<b>Purchase City Vehicles and Equipment (321-54.1202)</b>	2020	
Emergency and Utility Communications & Technology Equipment		80,000.00
Government Vehicles		90,080.00
Garbage Truck		230,000.00
<b>Total</b>		<b>400,080.00</b>
<b>Library Improvements (321-54.1203)</b>	2020	
Equipment Improvements		20,000.00
Furniture		10,000.00
Building Improvement and renovation Projects		34,800.00
<b>Total</b>		<b>64,800.00</b>
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Exhibit "B" (2 Pages)

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<b>Total</b>		<b>162,200.00</b>
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**Chickamauga Business Districts Economic Development & Improvement Projects**

**\$1,760,000.00 / Tier Projects**

1760000

- Commercial District Revitalization
- Water and Sewer Upgrades
- Storm Water Improvements
- Electric Underground and Improvements
- Vehicle Parking & Land Acquisition
- City Building Improvements
- Sidewalk Improvements
- Street / Alley improvements
- Wireless Internet
- Project Design

**Total      \$3,446,880**





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## City of Fort Oglethorpe

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February 6, 2020

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Our focus areas of the projects would be Hwy. 27 and on Battlefield Parkway.

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For an expected total of \$137,280.00

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Sincerely,

CITY OF FORT OGLETHORPE

Mike Helton  
Interim City Manager

cc: Pam Travillian, Finance Director

Exhibit "C"

**City of Lookout Mountain, Georgia**  
**Special Purpose Local Option Sales Tax (SPLOST) Project List 2020-2025**

**a) Downtown Development:** Capital Investments as needed for Downtown Development, including but not limited to construction, renovation and/or equipping of a City Hall, Fire Hall and other Town Center improvements and infrastructure, up to **\$1,760,000.00**.

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Exhibit "D"

**SPLOST CAPITAL BUDGET | ROSSVILLE**

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<b>Total</b>	<b>\$2,789,600</b>
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<b>Total</b>	<b>\$1,760,000</b>
<b>TOTAL</b>	<b>\$ 4,549,600</b>

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## LaFayette SPLOST List 2020

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Remote learning / Small Business Development Center	\$500,000
Library	\$60,000
Smart grid technology for Electric, Broadband Internet	\$800,000
Roads / Bridges / Sidewalk / Utility Improvements	\$1,100,000

Acquisition, construction, and equipping of any property, both real and personal, necessary in connection with the above-described capital outlay projects, and renovations, additions, improvements, and equipping of existing buildings, properties, and facilities of the City of LaFayette.

To the extent available, the City may combine available funds with proceeds of the SPLOST, and any other available funds, to pay the costs of the above-described capital outlay projects. Plans and specifications for these projects have not been completed and bids or proposals have not been received. Depending upon acquisition, construction and equipping costs and available funds, the City may choose which capital outlay projects to undertake or not undertake, or to delay until additional funding is available, to the extent that proceeds of the SPLOST, together with other available funds of the City, are insufficient to complete any of the above-described capital outlay projects. All above-described capital outlay projects shall have equal priority and will be fully funded, unless otherwise specified.



Exhibit "G"

Notice of Election

**TO THE QUALIFIED VOTERS OF WALKER COUNTY, GEORGIA**

**NOTICE IS HEREBY GIVEN** that on the 19th day of May 2020, an election will be held at the regular polling places in all the election districts of Walker County, Georgia (the "County"), at which time there will be submitted to the qualified voters of the county for their determination the question of whether a one percent county special purpose local option sales and use tax (the "SPLOST") shall be imposed on all sales and uses in the County for a period of six years for the raising of approximately \$44,000,000 for the purpose of funding capital outlay projects (the "Projects") specified in the form of the ballot set forth below.



## RESOLUTION R-006-20

### A RESOLUTION OF THE SOLE COMMISSIONER OF WALKER COUNTY TO CREATE A STUDY COMMITTEE ON BEST PRACTICES FOR POULTRY HOUSES

**WHEREAS**, the University of Georgia Extension finds poultry production to be the number one agriculture enterprise in Georgia, accounting for approximately 50 percent of the value of farm products produced; and

**WHEREAS**, poultry is the largest commodity produced in Walker County, with roughly 200 poultry houses generating a 2018 farm gate value of \$56.7 million; and

**WHEREAS**, Walker County ranks 14<sup>th</sup> in the state of Georgia in number of farms, with 79,706 acres of farmland covering nearly 25 percent of the geographic area of the county; and

**WHEREAS**, businesses and individuals working in other sectors, such as banking, real estate, accounting and transportation depend on the poultry industry for their livelihood; and

**WHEREAS**, a study needs to be undertaken to review existing land use regulations and restrictions to provide for the continued success of local farms, while simultaneously providing protection for all citizens; and

**WHEREAS**, considerations for issues affecting property values, public nuisances, property rights and future development should be part of this review.

**THEREFORE, BE IT RESOLVED** by the Sole Commissioner of Walker County:

(1) **Creation of a study committee.** There is created the Study Committee on Best Practices for Poultry Houses.

(2) **Members.** The committee shall consist of the following members:

- Mike Bunn, chairperson
- Betts Berry
- John Howard
- Eugene Ridley
- Cindy Askew
- Wade Hutcheson
- Phillip Cantrell
- Sam Bowman

(3) **Powers and duties.** The committee shall undertake a study of the conditions, needs, issues and problems mentioned above or related thereto and recommend any action or amendments to existing zoning ordinances the committee deems necessary or appropriate.





(4) **Meetings.** The chairperson shall call all meetings of the committee. The committee may conduct such meetings at such places and such times as it may deem necessary or convenient to enable it to fully and effectively perform its duties and accomplish the objectives and purposed of this resolution.

(5) **Report.**

(A) In the event this committee adopts any specific findings or recommendations that include suggestions for proposed amendments to existing ordinances or the creation of new ordinances, the chairperson shall file a report of the same to the Secretary of the Walker County Planning Commission and the Clerk of the Governing Authority of Walker County.

(B) In the absence of an approved report, the chairperson may file with the Secretary of the Walker County Planning Commissioner a copy of the minutes of the meetings of the committee in lieu thereof.

**SO RESOLVED AND ADOPTED** this 13th day of February, 2020.

**ATTEST:**

**WALKER COUNTY, GEORGIA**

\_\_\_\_\_  
REBECCA WOODEN, County Clerk

\_\_\_\_\_  
SHANNON K. WHITFIELD, Sole Commissioner



**RESOLUTION R-007-20**

**A RESOLUTION OF THE SOLE COMMISSIONER OF WALKER COUNTY TO  
APPOINT A MEMBER OF THE 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 10-81 of the Code of Ordinances for Walker County, Georgia gives the governing authority appointment power of the membership of the animal control board; and

**WHEREAS**, there are currently vacancies on the Animal Control Board created by the expiration of the term of Dr. Ben Benson, Betty Keys and Alison Smith; and

**WHEREAS**, the Sole Commissioner of Walker County recognizes the qualifications and commitment to public service of Dr. Ben Benson, Betty Keys and Emily Sadler.

**THEREFORE, BE IT RESOLVED** by the Sole Commissioner of Walker County, Georgia that Dr. Ben Benson and Betty Keys are hereby reappointed to the Animal Control Board for a term beginning February 13, 2020 and terminated on December 31, 2022.

**BE IT FURTHER RESOLVED** by the Sole Commissioner of Walker County, Georgia that Emily Sadler is hereby appointed to the Animal Control Board for a term beginning February 13, 2020 and terminated on December 31, 2022.

**SO RESOLVED AND ADOPTED** this 13th day of February, 2020.

**ATTEST:**

**WALKER COUNTY, GEORGIA**

\_\_\_\_\_  
REBECCA WOODEN, County Clerk

\_\_\_\_\_  
SHANNON K. WHITFIELD, Sole Commissioner

# Lookout Mountain Judicial Circuit Drug Task Force Intergovernmental Contract

Pursuant to the Georgia Constitution Art. IX, Sec. III, Para. I and O.C.G.A. § 36-69-1 *et seq.*, the following, counties, municipalities, and constitutional officers (hereinafter referred to as “Entities”) enter into this intergovernmental contract (herein after referred to as “Agreement”) to operate the Lookout Mountain Judicial Circuit Drug Task Force (hereinafter referred to as “DTF”). This Agreement establishes a mutual aid law enforcement capability among the participating Entities herein in order to prevent and detect drug related crimes. The DTF operates by and through the consent of the participating agencies Entities set forth below, to-wit:

Chattooga County Sheriff  
Chattooga County  
City of LaFayette  
City of Trion  
Dade County Sheriff  
Dade County  
Lookout Mountain Judicial Circuit District Attorney  
Walker County Sheriff  
Walker County

The Entities identified above enter into this Agreement pursuant to the following particulars.

WHEREAS, the DTF Entities seek to rid their respective communities and the Lookout Mountain Judicial Circuit of illicit drug and other criminal activity by actively enforcing the laws of the State of Georgia through the arrest and prosecution of criminal actors; and,

WHEREAS, the Entities agree that a collaborative effort is key to reducing drug use, sales, trafficking and other criminal activity in the Lookout Mountain Judicial Circuit through the parameters of this Agreement as authorized under O.C.G.A. § 36-69-1 *et seq.*; and,

WHEREAS, the Entities seek funding through the Edward Byrne Memorial Justice Assistance Grant Program (hereinafter referred to as “Byrne-JAG”) in order to further this collaborative effort; and,

NOW BE IT KNOWN, the Entities of this Agreement are dedicated to this collaborative crime control initiative and are committed to the particulars of the Agreement. This Agreement shall become valid upon the effective date of Byrne-JAG funding in 2020 and shall be active through the end of the grant period. The Entities shall re-examine the extent and need of this Agreement and the roles of the Entities participants at the expiration of the grant period. This Agreement can be amended, revised or otherwise renewed upon agreement of the Entities.



## **A. ASSIGNMENT OF PERSONNEL**

1. The Entities assign personnel to the DTF as follows:

- a) Chattooga County Sheriff assigns \_\_1\_\_ deputy.
- b) Dade County Sheriff assigns \_\_1\_\_ deputy.
- c) City of LaFayette assigns \_\_1\_\_ police officer.
- d) City of Trion assigns \_\_1\_\_ police officer.
- e) Walker County Sheriff assigns \_\_2\_\_ deputies and \_\_1\_\_ support staff.

2. Nothing herein is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the Entities hereto or as constituting one of the Entities as the agent, representative or employee of another Entity for any purpose or in any manner whatsoever, whether deputized or not, except as specifically stated otherwise in this Agreement. Personnel assigned to the DTF by one of the Entities shall not be considered temporary or permanent employees, volunteers or agents of the DTF or of any other Entities for any purpose whatsoever, including liability, or be entitled to or any rights or benefits of another Entity, whether deputized or not by such other Entity.

3. The Entities acknowledge it is their individual and sole responsibility to provide all applicable salary compensation and fringe benefits to their respective employees assigned to the DTF.

4. When authorized by the chief law enforcement officer of the Entity in which the DTF is acting, the employees and agents of responding Entities shall have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the jurisdiction where they are officially employed whenever performing authorized tasks pursuant to this Agreement.

## **B. FINANCIAL ARRANGEMENTS AND USE OF BYRNE JAG GRANT FUNDS**

Each Entity agrees to the following with regard to expenses associated with personnel assigned to the DTF:

1. The City of LaFayette (hereinafter "Fiscal Agent") will serve as the applicant, recipient and fiscal agent of Byrne-JAG funding on behalf of the participating Entities.

2. As the recipient of Byrne-JAG funding, the Fiscal Agent will establish and maintain an adequate accounting system and financial records, and accurately account for grant funds. An adequate accounting system must be able to accommodate a fund and account structure to separately track funds for each grant award.

3. Each participating Entity will fund the initial costs of the detached personnel listed in Section A of this Agreement.

4. The Fiscal Agent, on behalf of the DTF, will accept quarterly reimbursement payments from the Byrne-JAG for personnel costs paid by participating Entities.

5. DTF operations will be supported through the use of Byrne-JAG funding, appropriations from Entities, funding acquired through the Federal Equitable Sharing Program, funding acquired through Georgia Uniform Civil Forfeiture Procedure Act, and from other funds as authorized by the Control Board.

6. When quarterly Byrne-JAG reimbursement is distributed to the Fiscal Agent, each Entity shall be provided with a salary reimbursement for detached personnel to the DTF as follows:

- City of LaFayette – 1/7
- City of Trion – 1/7
- Dade County – 1/7
- Walker County – 3/7
- Chattooga County – 1/7

7. Each participating Entities shall be provided with a quarterly budget, quarterly operating expenses, and a quarterly reimbursement request for DTF operating expenses. Each participating Entities shall provide a reimbursement for DTF quarterly operating expenses as agreed upon by the DTF Control Board.

8. Each Entity shall to ONLY seek reimbursement for uses permitted under the 2020 Edward Byrne Memorial Justice Assistance Grant Program.

9. As the DTF is not a separate legal Entity, no property, or vehicles shall be titled in the name of the DTF. All vehicles purchased by the DTF using Federal Equitable Sharing Program, Georgia Uniform Civil Forfeiture Procedure Act or any other funds approved by Control Board shall be voted on by the DTF Control Board for approval and shall be titled in the name of the local Entities as deemed by the Commander of the DTF based on issuance to Agents and their respective agencies.

10. The records, accounts, documents, etc., of the Fiscal Agent relating to the DTF shall be open for inspection or audit by the Control Board of this Agreement with reasonable notice during regular business hours. The Fiscal Agent shall provide reports to the DTF Control Board as requested.

### **C. DTF OPERATING CONTROL BOARD**

1. The DTF shall be administered by the DTF Control Board. Each participating Sheriff, Chief of Police, and District Attorney of the Lookout Mountain Judicial Circuit or their designee, shall serve as members of the Control Board. The Control Board will select from its participating law enforcement agencies a chair to conduct meetings. The members of the Control Board may also select other officers as deemed appropriate.

2. The Control Board shall meet quarterly. A quorum shall be established by the Control Board and official votes of the Control Board may be taken whenever the established quorum is present



at the time of the vote. A vote shall be settled whenever a simple majority is reached. Written minutes of all official actions of Control Board must be taken and retained.

3. The DTF shall adopt policies and procedures to ensure that the work of the DTF and all agents comply with applicable law and generally accepted law enforcement operational and management practices. Any policy and procedure not covered in the DTF's policy and procedure, agents will revert their respective home agency's policy and procedure.

4. The Control Board shall approve or amend the DTF's quarterly operating budget as necessary. Within the fiscal limits of DTF funds, the Control Board may authorize expenditures for acquisition of equipment, vehicles, supplies, goods services or other commodities necessary for DTF operation. Any such purchases acquired by funding with Federal Equitable Sharing Program, Georgia Uniform Civil Forfeiture Procedure Act, and any other funds approved by the Control Board that requires a title, shall be titled in the name of the Entities as deemed necessary by the Commander of the DTF.

5. If any property, vehicles, equipment, etc purchased by DTF with Control Board approval using funding from Federal Equitable Sharing Program, the Georgia Uniform Civil Forfeiture Procedure Act or any other funds approved by the Control Board that is titled to Entity and is deemed unusable or surplus by the Control Board or DTF Commander, the Entities will return titles to the DTF Commander. The DTF Commander will dispose the unusable or surplus items in accordance with Federal and State law. Any unusable or surplus items deemed of value by the DTF Commander may be auctioned to the highest bidder pursuant to Federal and State law with proceeds from said auction to be deposited in the DTF forfeited account as agreed upon by the Control Board. Any items deemed by the DTF Commander as not of value for auction shall be destroyed and documented pursuant to Federal and State law. Vehicles, equipment, etc. may be reassigned to participating Entities upon approval of the Control Board in accordance with Federal and State law.

#### **D. INSURANCE AND LIABILITY**

1. Each Entity shall maintain a policy of liability and/or law enforcement insurance covering the activities of its respective personnel participating on the DTF.

2. Unless otherwise expressly agreed, each Entity shall not be required to provide or maintain a policy of liability and/or law enforcement insurance covering the employees, agents, and volunteers of the other participating Entities operating under DTF policies even where assigned officers are deputized by one or more sheriffs.

3. Each Entity to this Agreement expressly declines responsibility for the acts or omissions of another party and/or its elected officials, officers, agents, volunteers and employees, whether deputized or otherwise. The Entities to this Agreement are not liable for the acts or omissions of another Entity to this Agreement except to the extent they have agreed in writing to be responsible for the acts or omissions of the other parties and/or its elected officials, officers, agents, volunteers and employees.



4. Nothing in this Agreement shall constitute a waiver of any available immunities or defenses, and the limits of liability under any property and casualty insurance policy for some or all of the Entities may not be added together to determine the maximum amount of liability for any Entity.

5. Nothing herein shall be construed to provide insurance coverage or indemnification to an officer, employee, or volunteer of any Entity for any act or omission for which the officer, employee, or volunteer of said Entity is guilty of malfeasance in office, willful neglect of duty, or bad faith. Insurance coverage shall be determined by terms of any applicable coverage policy.

6. Each Entity shall be responsible for providing insurance coverage for injuries or death to its respective individual personnel. Each Entity will maintain workers' compensation insurance or self-insurance coverage, covering personnel assigned by its law enforcement department while they are assigned to the DTF or are otherwise participating in or assisting with DTF operations or activities, as required by law.

#### **E. COOPERATION OF JURISDICTIONS**

The Entities shall cooperate and use their best efforts to ensure that the various provisions of the Agreement are fulfilled. All Entities of this Agreement will act in good faith to undertake resolution of any disputes in an equitable and timely manner and in accordance with the provisions of this Agreement and applicable law.

#### **F. MISCELLANEOUS**

1. Should a court of competent jurisdiction rule any portion, section or subsection of this Agreement to be invalid or nullified, that fact shall not affect or invalidate any other portion, section or subsection; and all remaining portions, sections or subsections shall remain in full force and effect.

2. All Entities of this Agreement agree that the undersigned official is authorized by the jurisdiction to sign this Agreement for and on behalf of the Entity, and, by affixing his or her signature to the Agreement on behalf of a jurisdiction, the signing official indicates to the other jurisdictions, that the signing individual has already secured, if required, the ordinance or resolution manifesting prior approval from the Entity.

3. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. One originally signed copy of each counterpart shall be forwarded to and permanently maintained on file at the DTF office in accordance with the Byrne-JAG Grant.

IN WITNESS WHEREOF, this Agreement has been executed and approved and is effective and operative as to each of the Entities as herein provided as of the day and year written below by the attached signatories:

- City of LaFayette – Attachment A
- City of Trion – Attachment B
- Chattooga County – Attachment C
- Dade County – Attachment D
- Lookout Mountain Judicial Circuit District Attorney – Attachment E
- Walker County – Attachment F

**Lookout Mountain Judicial Circuit Drug Task Force**  
**Local Government Participants Intergovernmental Contract**

**Attachment A**

City of Lafayette, Georgia:

BY: \_\_\_\_\_

Phillip A. Arnold, Mayor

\_\_\_\_\_

Date

Approved: \_\_\_\_\_

Bengie Clift, Chief of Police

\_\_\_\_\_

Date



**Lookout Mountain Judicial Circuit Drug Task Force  
Local Government Participants Intergovernmental Contract**

**Attachment B**

City of Trion, Georgia:

BY: \_\_\_\_\_  
Larry Stansell, Mayor  
Date

Approved: \_\_\_\_\_  
David Gilleland, Chief of Police  
Date

**Lookout Mountain Judicial Circuit Drug Task Force  
Local Government Participants Intergovernmental Contract**

**Attachment C**

Chattooga County, Georgia

BY: \_\_\_\_\_

Jason Winters

Sole Commissioner

\_\_\_\_\_

Date

Approved: \_\_\_\_\_

Mark Schrader

Sheriff, Chattooga County

\_\_\_\_\_

Date

**Lookout Mountain Judicial Circuit Drug Task Force  
Local Government Participants Intergovernmental Contract**

**Attachment D**

Dade County, Georgia

BY: \_\_\_\_\_

Ted Rumley, Chairman

Board of Commissioners

\_\_\_\_\_

Date

Approved: \_\_\_\_\_

Ray Cross

Sheriff, Dade County

\_\_\_\_\_

Date



**Lookout Mountain Judicial Circuit Drug Task Force  
Local Government Participants Intergovernmental Contract**

**Attachment E**

BY: \_\_\_\_\_

Herbert E. (Buzz) Franklin

District Attorney, Lookout Mountain

Judicial Circuit

\_\_\_\_\_

Date

Lookout Mountain Judicial Circuit Drug Task Force  
Local Government Participants Intergovernmental Contract

Attachment E

Walker County, Georgia

BY: \_\_\_\_\_

Shannon Whitfield

Sole Commissioner

\_\_\_\_\_

Date

BY: \_\_\_\_\_

Steve Wilson

Sheriff, Walker County

\_\_\_\_\_

Date

Walker County Departmental Statistics - January 2020



Department	Monthly Totals				YTD Totals		2019		Yearly Totals		Yearly Totals		Yearly Totals	
Animal Shelter	December		January		2020		2019		2018		2017		2016	
	Dogs	Cats	Dogs	Cats	Dogs	Cats	Dogs	Cats	Dogs	Cats	Dogs	Cats	Dogs	Cats
Intake	102	19	121	12	121	12	1,094	295	1,176	25	1,628	979	1,301	1,004
Outake (Adopted, Rescued, Returned)	130	31	117	20	117	20	1,099	279	1,012	47	1,134	444	817	195
Adopted	7	11	2	13	2	13	208	152	138	34	217	147	304	94
Rescued	115	19	102	7	102	7	766	119	749	13	686	295	513	101
Returned to Owner	8	1	13	0	13	0	112	3	125	0	231	2	n/a	n/a
Euthanized	2	1	0	0	0	0	31	7	56	2	336	396	436	630

Codes Enforcement	December	January	2020	2019	2018	2017	2016
In Compliance	596	576	576	9,309	5,124	4,745	no data
Violations	19	20	20	435	857	1,469	221
Closed Cases	1	0	0	58	339	480	no data

Fire Department	December	January	2020	2019	2018	2017	2016
Calls for Service	532	490	490	6,091	5,670	4,441	3,492
Units Handling Calls for Service	904	690	690	8,815	6,359	4,742	no data
Smoke Alarms Installed	47	53	53	781	228	21	no data

Litter	December	January	2020	2019	2018	2017	2016
Roadside Trash Pounds	11,340	17,300	17,300	143,330	122,912	123,020	no data

Mountain Cove Farms	December	January	2020	2019	2018	2017	2016
Total Nights Booked	84	72	72	1,102	908	525	162

Planning	December	January	2020	2019	2018	2017	2016
Single Family New Home Construction	6	14	14	128	124	135	123

Public Relations	December	January	2020	2019	2018	2017	2016
Media Impressions (stories)	41	42	42	451	509	603	no data
Facebook Followers Added	98	83	83	1,880	2,182	4,615	no data
Facebook Posts	36	37	37	602	487	594	no data
WalkerCountyGA.gov visitor views	32,472	33,635	33,635	357,989	316,285	399,087	173,745
Newsletter Subscribers Added	62	87	87	971	925	1,184	no data

Public Works	December	January	2020	2019	2018	2017	2016
Patching/Potholes	298	383	383	6,148	4,798	no data	no data

Walker Transit	December	January	2020	2019	2018	2017	2016
Total Trips	1,935	2,047	2,047	26,535	21,551	24,938	no data