

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

The following constitutes the agenda for the regular scheduled meeting of the Board of Commissioners of Walker County, Georgia to be held at 6:30 p.m. on February 8, 2024

**REGULAR SCHEDULED MEETING**

- **Invocation & Pledges**
- **Chairman Whitfield will Call to Order the Regular Meeting**
- **Establish a Quorum is present**
- **Approve Agenda**
- **Approve Minutes**  
Minutes for the Regular Scheduled Meeting Held on January 25, 2024 at 6:30 p.m.
- **Public Comment**
- **Unfinished Business**  
Jennifer Testa requests a conditional use variance for property located at 40 Blessed Way, Rock Spring, GA 30739. Tax map and parcel number 0-337-009B. *(Item was tabled on January 25, 2024)*
- **New Business**  
Purchase Order 2024-00000989 for \$136,670.00 to LiftOne LLC for a Kalmar Ottawa T2 for the Walker County Landfill *(Funding from the 2020 SPLOST)*  
  
Approval of Contract with Atlantic Coast Consultants, Inc. (ACC) for Environmental Services
- **Commissioner Comments**
- **Executive Session** (if necessary)
- **Adjourn**

**NEXT REGULAR MEETING - Thursday, February 22, 2024 at 6:30 p.m.**



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

**Minutes of the Regular Meeting**  
**January 25, 2024 - 6:30 PM**

- I. **Call to Order:**

Chairman Shannon Whitfield called to order the Regular Scheduled Board of Commissioners Meeting held at Annex III, 201 S. Main Street, LaFayette, Georgia at 6:30 PM on January 25, 2024.
- II. **Attendees:**

The following were present: Chairman Whitfield, Commissioner Robert Blakemore, Commissioner Mark Askew, Commissioner Brian Hart, Commissioner Robert Stultz, Legal and Policy Director David Gottlieb, Public Relations Director Joe Legge and Board Clerk Whitney Summey. Other guests signed in at the meeting as well. Please see the attached sign in sheet.
- III. **Approval of Agenda:**

Commissioner Stultz a motion to approve the agenda, seconded by Commissioner Hart, 4 ayes and 0 nays, motion carried.
- IV. **Approval of Minutes:**

Commissioner Blakemore made a motion to approve the minutes of the Regular Scheduled Meeting held January 11, 2024 at 7:00 p.m., seconded by Commissioner Askew, 4 ayes and 0 nays, motion was approved.
- V. **Public Comment:**
  - I. Stanley Matthews spoke about the executive administrative assistant job. He said there were approximately 50 to 60 resumes submitted and only one was considered. He said he is concerned the proper process is not being taken to ensure there is no discrimination to other applicants. Chairman Whitfield said the employee hired was the best candidate for the position.
  - II. Jamie Houlsey asked about specifics of the hiring process and if internal applicants were considered. Chairman Whitfield said he established the Human Resources Department in 2017 when he took office. He said there were issues with the previous system and application process.
- VI. **Presentation**
  - I. Patrick McBride with Bridge Health gave an overview of the services they offer. He gave details of their housing program and how they are trying to expand. He said they utilize many grant fund opportunities and asked the Board to keep them in mind for any future budget allocations. He said any financial help would greatly benefit their programs. Commissioner Stultz inquired about specific details of the program like locations, appointments, and in house pharmacy options.
- VII. **New Business:**
  - I. Chairman Whitfield read Resolution R-004-24 to authorize the Walker County Historic Preservation Commission to file a grant application for a historic resource survey. Commissioner Blakemore made a motion to approve, seconded by Commissioner Stultz, 4 ayes and 0 nays, motion carried.
  - II. Chairman Whitfield read Resolution R-005-24 to amend the FY2024 budget to appropriate funds for the Walker County Coroner's Office. Coroner Billy Sims explained the resolution is taking contract labor money and moving it to salary money since they are doing transportations in house and not contracting them out. He provided the Board with a handout concerning office space for the Coroners Office. The Board discussed some options and said they will look into office space. Commissioner Stultz made a motion to approve, seconded by Commissioner Blakemore, 4 ayes and 0 nays, motion carried.
  - III. Chairman Whitfield read Resolution R-006-24 to designate and approve a defined geographical area for a fire district to be operated by the McLemore Volunteer Fire Department, Inc. Fire Chief Blake Hodge said this will be a fire department for the McLemore Community and they will assist the surrounding area. He said they will have an automatic aid agreement with the McLemore Fire Department. He said this will help the ISO rating for the properties in the area and help lower their insurance premiums. John Schmidt, Chief of McLemore Fire Department, gave details of his qualification. He said they are working collaboratively with Chief Hodge to get set up and they are very grateful for the help. Chief Hodge thanked Joe Legge, David Gottlieb, and Chairman



Whitfield for their help. Commissioner Stultz made a motion to approve, seconded by Commissioner Blakemore, 4 ayes and 0 nays, motion carried.

- IV. Chairman Whitfield presented purchase order 2024-00000603 for \$39,487.50 to NEFECO for fire rescue turnout gear. Fire Chief Blake Hodge said this is an annual purchase and will help in getting each person two sets of gear. Commissioner Hart asked if this was budgeted. Chairman Whitfield said it is typically budgeted but this year it will come from ARPA funds. Commissioner Blakemore made a motion to approve, seconded by Commissioner Askew, 4 ayes and 0 nays, motion carried.
- V. Chairman Whitfield presented purchase order 2024-00000604 for \$61,887.66 to Municipal Emergency Services for fire rescue breathing equipment. Fire Chief Blake Hodge said this is part of the yearly replacement program. He said they change the numbers of each item every year according to the need of equipment. Commissioner Askew made a motion to approve, seconded by Commissioner Blakemore, 4 ayes and 0 nays, motion carried.
- VI. Chairman Whitfield presented purchase order 2024-00000605 for \$40,319.64 to Municipal Emergency Services for fire rescue equipment. Fire Chief Blake Hodge said eight of the ten sets the department has are 22-years old. He said this purchase will allow them to have a spare set. Commissioner Hart made a motion to approve, seconded by Commissioner Stultz, 4 ayes and 0 nays, motion carried.
- VII. Chairman Whitfield provided a handout giving an update on the Hinkle Fire Station. He said the building was built about 10-years ago but is just a shell. He has met with the architect to review plans to finish the building. The Board discussed details of the building and equipment. Chairman Whitfield said they hope to have everything finished by the end of the year.

## VIII. Public Hearing- Planning

- I. Chairman Whitfield presented the request from Billy and Sheila West for a variance for less than five acres in an A-1 zone for property located at 2164 Corinth Road, LaFayette, GA 30728, tax map and parcel number 0-499-018. Billy West said they are wanting to place a mobile home on the property to help with the care of his 95-year old mother in law.
- II. Chairman Whitfield presented the request from Susan W. Bertroch for a variance for more than six on a private drive for property located at 102 Poinson Lane, Chickamauga, GA 30728, tax map and parcel number 0-110-005. No one came forward to speak.
- III. Chairman Whitfield presented the request from John Watson for a variance for less than five acres in an A-1 zone for property located at 24595 Hwy 193, LaFayette, GA 30728, tax map and parcel number 0-472-003. Jamie Houlsey presented concerns with the variance and asked if the property would keep its original zoning without the variance if the property changed hands. Legal and Policy Director David Gottlieb explained this was not a zoning change and gave details explaining the use of the property that needed the variance. Billy Teems, realtor for the property owners, said they are cutting out a small section of the property with a house because the potential buyers do not want the house. He said they plan to add the piece back in a few years.
- IV. Chairman Whitfield presented the request from Will and Amy Garrett for a variance for less than five acres in an A-1 zone for property located at 216 Browhaven Lane, Rising Fawn, GA 30738, tax map and parcel number 0-237-035. He said the request was withdrawn prior to the meeting.
- V. Chairman Whitfield presented the request from Jennifer Testa for a conditional use variance for property located at 40 Blessed Way, Rock Spring, GA 30739, tax map and parcel number 0-337-009B. Melissa Houlsey asked the Board to look into AirB&B and VRBO properties throughout the county and to work to establish guidelines for them. Jannell Davis, neighboring property owner, explained concerns the community has with the property and this request. Jennifer Testa gave a detailed history of the property since they purchased it. She said the property previously had a conditional use variance for campers on the property and they were unaware they needed new ones. She said they are only wanting the three units previously there and not add any additional since finding out about the concerns of neighbors. The Board discussed the property and plans with Mrs. Testa. Mrs. Testa asked for suggestions on how to proceed with this request. Angela Pence, with the Chamber of Commerce, said they visited the property and said it is a great thing for the county.

## IX. New Business Continued- Planning

- I. Chairman Whitfield presented the request from Billy and Sheila West for a variance for less than five acres in an A-1 zone for property located at 2164 Corinth Road, LaFayette, GA 30728, tax map and parcel number 0-499-018. The Planning Commission recommended to approve the request. Commissioner Stultz made a motion to approve, seconded by Commissioner Blakemore, 4 ayes and 0 nays, motion carried.
- II. Chairman Whitfield presented the request from Susan W. Bertroch for a variance for more than six on a private drive for property located at 102 Poinson Lane, Chickamauga, GA 30728, tax map and parcel number 0-110-005. The Planning Commission recommended to deny the request. Commissioner Hart made a motion to deny, seconded by Commissioner Askew, 4 ayes and 0 nays, motion carried.
- III. Chairman Whitfield presented the request from John Watson for a variance for less than five acres in an A-1 zone for property located at 24595 Hwy 193, LaFayette, GA 30728, tax map and parcel number 0-472-003. The Planning Commission recommended approval with conditions of the five acres being put back into the whole property. Commissioner Hart made a motion to



approve with the Planning Commissions conditions, seconded by Commissioner Askew, 4 ayes and 0 nays, motion carried.

- IV. Chairman Whitfield presented the request from Will and Amy Garrett for a variance for less than five acres in an A-1 zone for property located at 216 Browhaven Lane, Rising Fawn, GA 30738, tax map and parcel number 0-237-035. He said the request was withdrawn prior to the meeting. The request was withdrawn prior to the meeting. No action was taken.
- V. Chairman Whitfield presented the request from Jennifer Testa for a conditional use variance for property located at 40 Blessed Way, Rock Spring, GA 30739, tax map and parcel number 0-337-009B. Commissioner Askew made a motion to table until the next meeting so he could visit the property, seconded by Commissioner Hart, 4 ayes and 0 nays, motion carried.

X. Commissioner Comments:

- I. Commissioner Blakemore thanked everyone for coming out and participating. He thanked all employees for their hard work. He encouraged citizens to reach out with any comments, concerns, or questions.
- II. Commissioner Askew thanked everyone for their participation and for all of the employees dedication to the citizens and the county.
- III. Commissioner Hart thanked the landfill for their help on a recent project.
- IV. Commissioner Stultz thanked everyone for coming out and all of the county employees for their dedication and hard work. He invited everyone out to the Wild Game dinner on February 3. He said the Fire Department will have weather radios available on a first come first serve basis.
- V. Chairman Whitfield urged everyone to sign up for the Siren GPS weather app. He said it is connected with the national weather service and provides updates faster than the local news.

XI. Executive Session:

- I. Commissioner Blakemore made a motion to go into executive session for real estate and personnel, seconded by Commissioner Hart, 4 ayes and 0 nays, motion carried. The Executive Session began at 8:39 PM. Chairman Whitfield called the regular meeting back to order at 9:20 PM with no action to be taken from the Executive Session.

XII. Adjournment:

- I. Commissioner Blakemore made a motion to adjourn the meeting, Commissioner Hart seconded the motion. Motion carried and the meeting was adjourned at 9:21 PM.

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Shannon K. Whitfield  
Chairman/CEO  
Walker County Georgia

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Date

Minutes prepared by: Walker County Board Clerk, Whitney Summey



# WALKER COUNTY PLANNING COMMISSION

Application for  
Conditional Use Variance

Date	7/27/23
Case No.	15529

PLEASE PRINT OR TYPE

FEE \$ 150.00

Owner's Name <i>Jennifer Testa</i>	Mailing Address <i>40 Blessed Way Rock Spring, GA 30739</i>
City/Zip <i>Rock Spring / 30739</i>	Phone <i>423-637-9056</i>
Tax Parcel # <i>D337 009B</i>	Street Name and Number

Current Zoning <i>R-2</i>	Requested Variance <i>conditional use variance</i>	Owner Occupied? Rental Property?
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Reason for Variance (Be Specific):  
*To allow RVs to be lived in on the property*

Lessee's Name <small>IF APPLICABLE</small>	Lessee's Address
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- NAME AND ADDRESS OF ALL PROPERTY OWNERS WITHIN 150' OF ANY PROPERTY LINE *see Attached*
- 1.
  - 2.
  - 3.
  - 4.
  - 5.
  - 6.
  - 7.

IF ADDITIONAL SPACE IS REQUIRED, ATTACH A SEPARATE SHEET

I SWEAR UNDER PENALTY OF LAW THAT THE WITHIN INFORMATION IS TRUE AND CORRECT

Owner's Signature <i>J. Testa</i>	Date: <i>7/27/23</i>
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Date Received by the Planning Office: <i>11-2-2023</i>
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Planning Commission Decision/Date
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Central  
Town

Applicant: Jennifer + Donald Testa

Map & Parcel: 0337 009 B Variance request conditional use  
Variance

**PLANNING COMMISSION RECOMMENDATION:**

- APPROVED AS SUBMITTED
  - APPROVED WITH CONDITIONS
  - TABLED
  - DENIAL
- No recommendation from  
the Planning Commission

**COMMISSIONERS FINAL DECISION:**

- APPROVED AS SUBMITTED
- APPROVED WITH CONDITIONS
- TABLED 01-25-2024
- 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 (x). 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:

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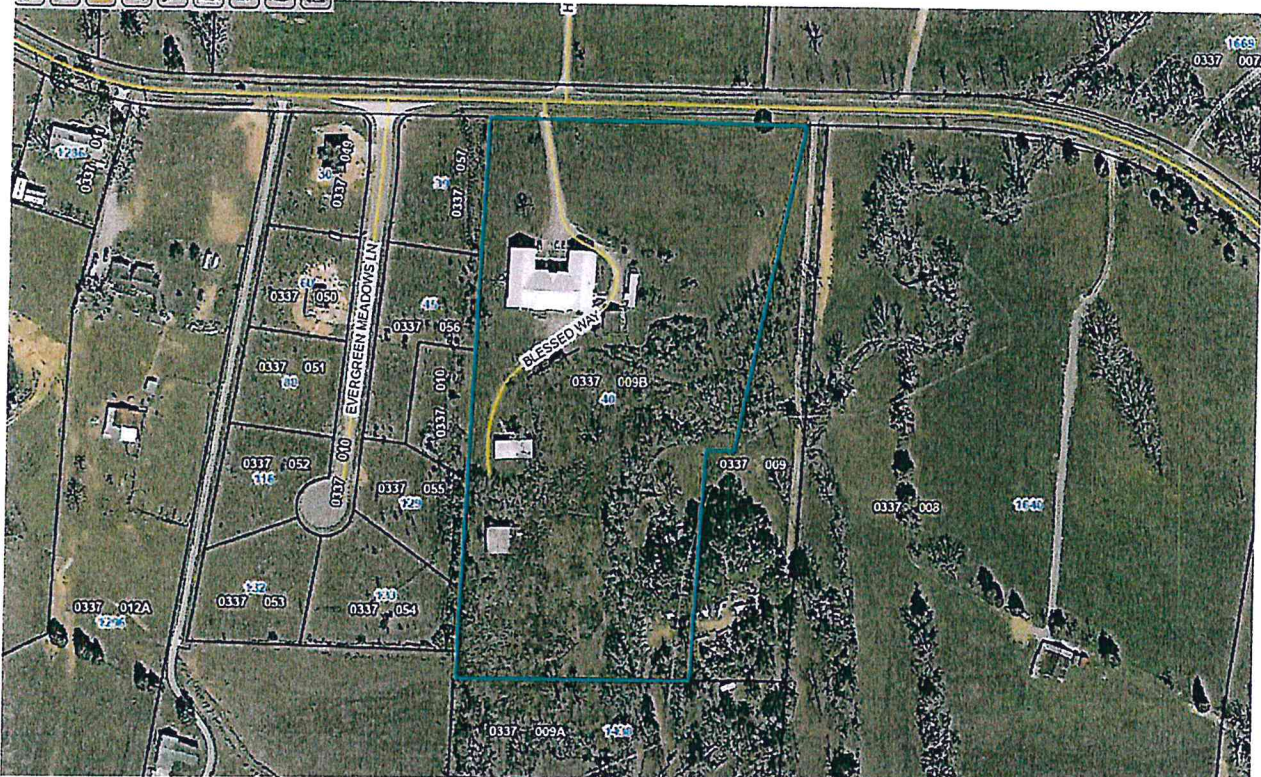
**WALKER COUNTY  
PLANNING & DEVELOPMENT  
AGENDA ITEM**

**Owner:** Jennifer Testa  
  
**Petitioner:** same  
  
**Location of Property:** 40 Blessed Way  
Rock Spring, GA. 30739

**Tax map & parcel number 0-337-009B**

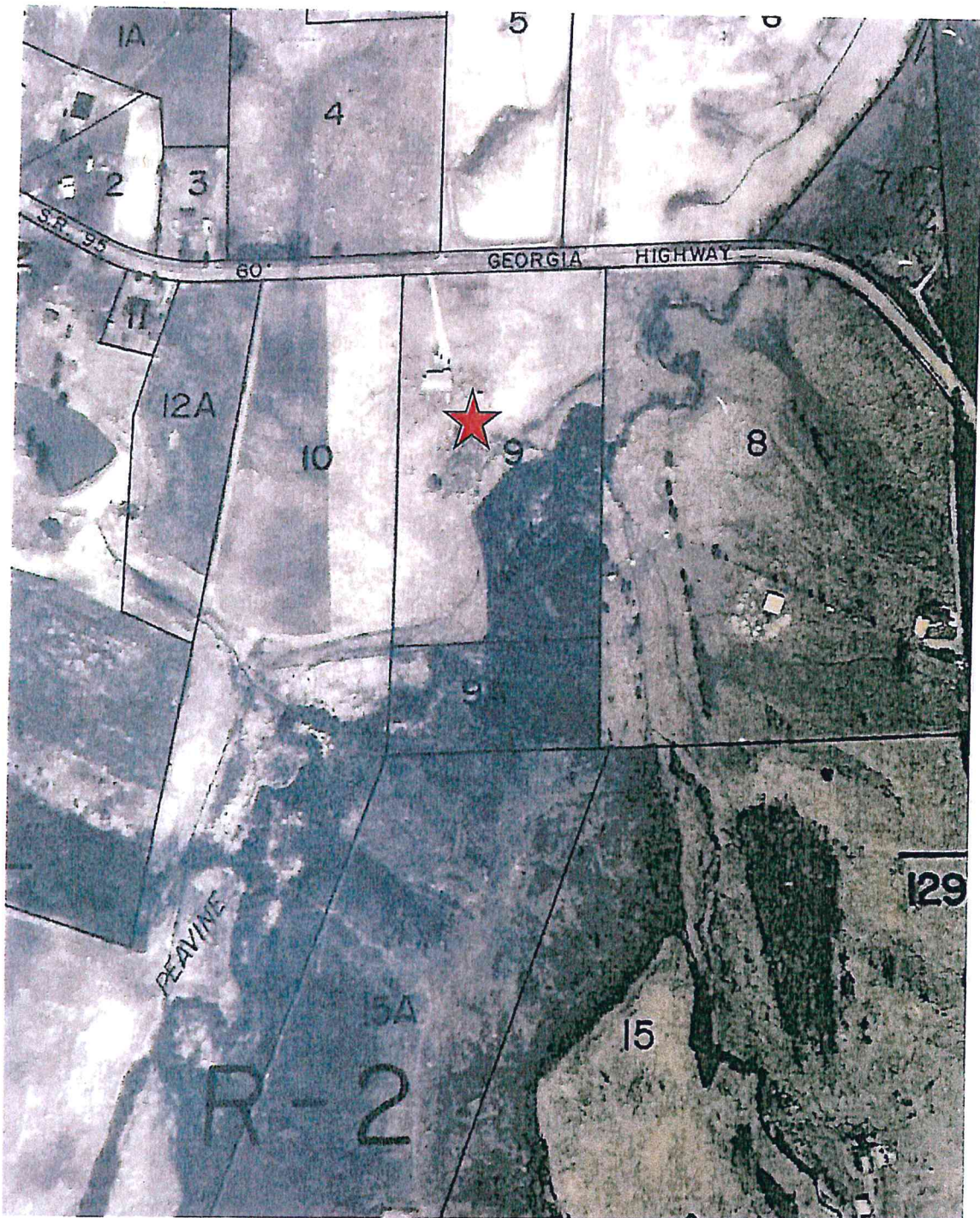
	<b>PC Meeting Date:</b>	1/18/2024
	<b>Present Zoning:</b>	R-2 (Residential)
<b>APPLICANT'S INTENT:</b>	Requesting that they be allowed to continue to have RVs on the property for rental and short-term living space/Airbnb	
<b>DETAILS OF REQUEST:</b>	They have three RV's/campers that they have on the property that they rent out for Airbnb and short-term rental.	

**Projected Area:**



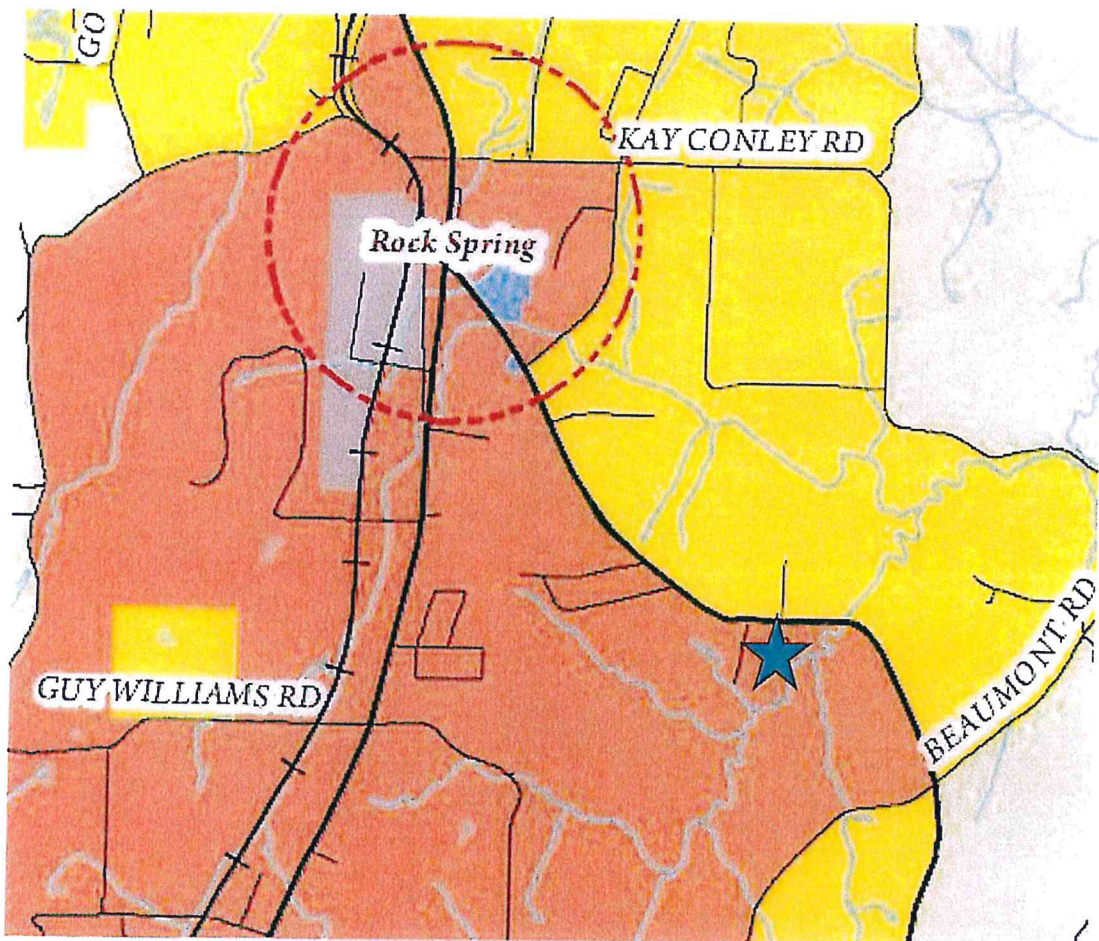


**Zoning Map:**





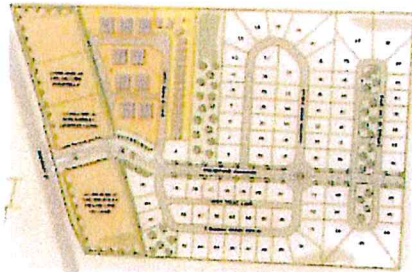
## Future Land Use Map:



——— Roads      ——— Railroads      ——— Lakes & Ponds      [---] Crossroad Community  
 ——— Highways      ——— Rivers & Streams      [---] City Limits

### Character Areas

Activity Center	Downtown Mixed Use	Historic Mill Redevelopment Area	Residential Redevelopment Area
Activity Destination District	Estate Residential	Industrial	Rural Residential
Agriculture / Forestry	Fairyland Proper	Lookout Mountain Neighborhood	School
Airport	Gateway Corridor	Mill Village	Town Center
County Suburban	Greenspace / Conservation Area	Missionary Ridge Residential	Traditional Neighborhood
Downtown Business District	Historic Downtown	Mixed Use	



**Mixed use: LaFayette and Walker County**

*Description: A location containing mix of offices, housing, and commercial uses. This mix of uses may consist of single and/or multi story buildings. Often multi story buildings contains retail or office space on the first story. Additional floors of any building often contain a separate use to that of the first floor.*

Figure 63. Fieldstone Farms Mixed Use Planned Unit Development - Phase I

**Suggested Development Strategy:**

1. Provide design guidelines for stores and offices. These guidelines may be for building design, landscaping, regulatory setbacks, parking, stormwater, and etc.
2. Create a plan for the vision, upkeep, growth, and development of the mixed-use area. Creating a plan will help provide an identity to the area and attract appropriate businesses.
3. Improve water and sewer services to attract new growth and to meet future needs.
4. Improve broadband availability, including upload and download speed.
5. Infill vacant lots or underutilized property, improving overall aesthetics of the area.
6. Provide environmental protections to nearby streams and other waterbodies.
7. Provide protections to historic and cultural resources of the area so they will not be lost
8. Provide public investments into storm water management, community recreational spaces and facilities, public transit, bike and pedestrian facilities.
9. Make available pocket parks with seating.
10. Wherever possible, connect to regional network of greenspace and trails that are available to pedestrians, bicyclists, and other non-vehicular means of transportation.
11. Cluster new buildings so to improve pedestrian access and walkability to different surrounding uses.
12. Invest in infrastructure improvements to roads and sidewalks, increasing pedestrian mobility and safety.

**Land uses:**

- Residential
- Commercial
- Park/Recreation/Conservation
- Office
- Public/institutional

*Key Word Objectives: Office space, Commercial retail, Local retail, Residential, Parks, Infill development*



**Sec. 22-151. Recreational vehicle parks.**

- (a) *General requirements.* A recreational vehicle park shall meet the following general requirements:
- (1) It shall be primarily for recreational use by persons with transportable recreational housing, with appropriate accessory uses and structures.
  - (2) The land on which it is developed shall be under unified control and shall be planned and developed as a whole in a single development operation or programmed series of development operations for recreational vehicles and related uses and facilities. Subsequent subdivision of lots or conveyance of sites to individual owners by any means is prohibited.
  - (3) The principal and accessory uses and structures shall be substantially related to the character of the development in the context of the district of which it is a part.
  - (4) The park shall be developed according to comprehensive and detailed plans that include streets, utilities, lots and building sites.
  - (5) The park shall have a program for provision, maintenance, and operation of all areas, improvements, and facilities for the common use of all or some of the occupants of the park, but will not be provided, operated, or maintained at general public expense.
- (b) *Allowable uses.* The allowable uses in a recreational vehicle park include the following:
- (1) Recreational vehicles.
  - (2) Convenience establishments for the sale or rental of supplies or for the provision of services for the satisfaction of daily or frequent needs of campers within the park. These establishments may provide groceries, ice, sundries, bait, fishing equipment, self-service laundry equipment, bottled gas and other similar items needed by users of the park. These establishments shall be designed to serve only the needs of the campers within the park and shall not, including their parking areas, occupy more than 5 percent of the area of the park, and shall not be located to attract patronage from outside the grounds, nor have adverse effects on surrounding land uses.
- (c) *Site design requirements.* The following site design requirements shall be met:
- (1) The minimum land area for a recreational vehicle park shall be 8 acres.
  - (2) The maximum density for a recreational vehicle park shall be 18 spaces per gross acre. Storage spaces shall be included in the density calculation.
  - (3) Individual spaces shall take access to internal streets and shall not take direct access to adjoining public rights-of-way.
  - (4) Access to the recreational vehicle park shall be from a collector or arterial roadway.
  - (5) Internal streets shall provide safe and convenient access to spaces and appropriate park facilities. Alignment and gradient shall be properly adapted to topography. Construction and maintenance shall provide a well-drained surface that is of adequate width to accommodate anticipated traffic.
  - (6) Camping spaces shall be located in relation to internal streets to provide for convenient vehicular ingress and egress if the space is intended for use by wheeled units. Where back-in or back-out spaces are used, appropriate maneuvering room shall be provided in the adjacent internal street and within the space.
  - (7) Where spaces are to be used exclusively for erection of tents on the ground, provision for vehicular access onto such spaces shall not be required, but parking areas shall be located within 100 feet, except in circumstances in which providing such vehicular accessibility would result in excessive

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destruction of trees or other vegetation, or where it would be impractical to provide such parking areas within such distances for particularly desirable campsites.

- (8) Spaces shall be related to pedestrian ways and principal destinations within the park to provide for convenient pedestrian access to such destinations by the pedestrian systems.
- (9) No minimum dimensions are specified for spaces, but each shall provide the clearances specified herein, and the boundaries of each space shall be clearly indicated.
- (10) Spaces for independent units shall be located within 200 feet by normal pedestrian routes of toilet, washroom, and bath facilities.
- (11) Spaces for self-contained units, operating as such, may not be located more than 400 feet by normal pedestrian routes from toilet, washroom and bath facilities.

(Code 2005, § 34-238; Ord. of 7-20-1994, § 3.07)



**Sec. 22-387. Manufactured home and mobile home placement permits.**

(a) *Required.*

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

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- (12) Ventilation. The kitchen in the home shall have at least 1 operating window or other ventilation device. There shall be adequate ventilation in all bathrooms.
- (13) Smoke detectors. Each manufactured home shall contain 1 operable battery-powered smoke detector in each bedroom and in the kitchen, which must be installed in accordance with the manufacturer's recommendations.
- (b) *Validity.* Placement permits for manufactured homes or mobile homes shall remain valid until 1 of the following events occur, whichever event occurs first:
- (1) Such manufactured home or mobile home is moved from its present approved placement permit site or location. Each time a manufactured home or mobile home is moved or relocated within the County, a new placement permit must be obtained; or
  - (2) Such manufactured home or mobile home is declared to be untenable, a nuisance or health hazard by the appropriate governmental authority.
- (c) *Exceptions.*
- (1) Campers and travel trailers are not required to conform to the terms of this section unless used for living purposes, and in such case, must comply with all applicable requirements.
  - (2) Manufactured homes located on manufactured home sales lots as inventory for purposes of resale or within the confines of a warehouse are not required to conform to the terms of this section.
- (d) *Enforcement.*
- (1) Permanent connection to utilities shall not be approved until the building inspector has issued a Certificate of Completion.
  - (2) Owners of manufactured homes that are not in compliance upon a third inspection shall have their permit revoked and shall be required to remove the home from the jurisdiction at their own expense.
- (e) *Penalties.* Failure to remove a manufactured home from the jurisdiction upon failure to receive a Certificate of Completion shall be punishable according to section 1-13.
- (Code 2005, § 34-475; Ord. of 7-20-1994, § 9.04; Ord. of 3-3-2011(2), §§ 4—6)





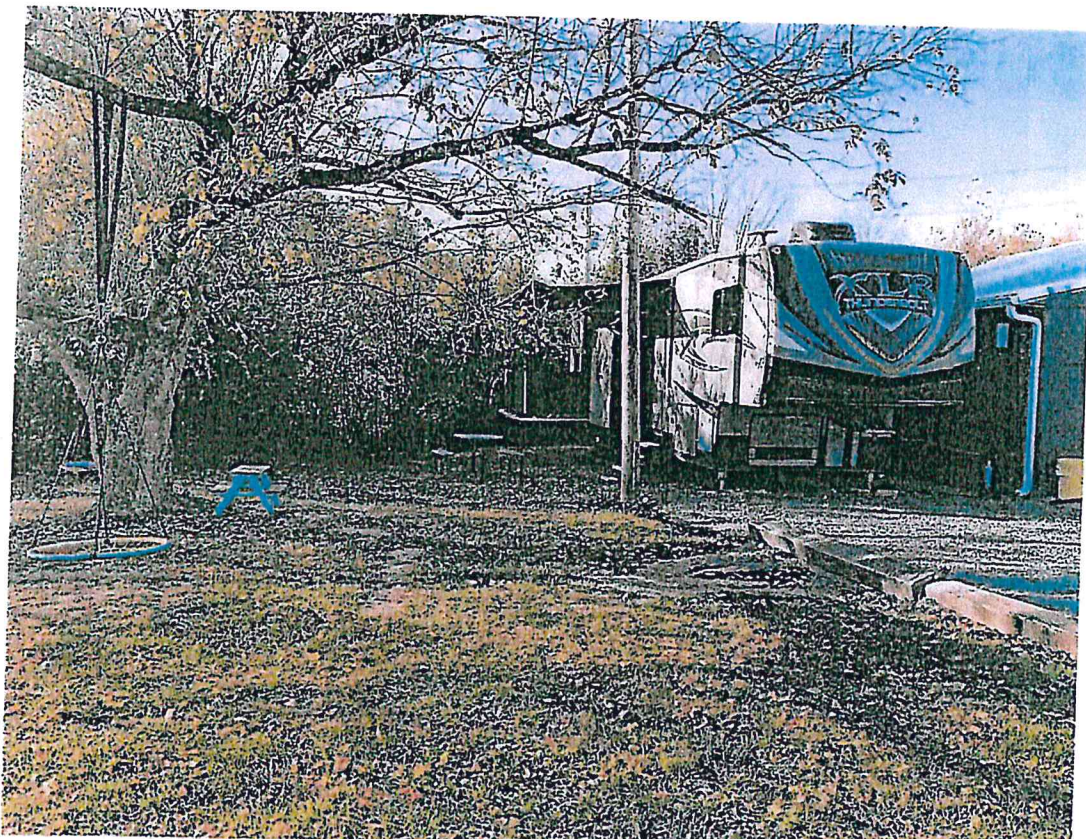
**Sec. 22-388. Manufactured homes located outside of manufactured home parks.**

(a) *Generally.*

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









**SHIP TO**

WALKER CO COMMISSIONER'S OFFICE  
101 S DUKE ST  
LA FAYETTE, GA 30728

**BILL TO**

WALKER CO COMMISSIONER'S OFFICE  
PO BOX 445  
LA FAYETTE, GA 30728

**PURCHASE ORDER  
NO. 2024-00000989**

**DATE 02/01/2024**

**VENDOR 2577 LIFTONE LLC**

**CONTACT**

LIFTONE LLC  
440 E WESTINGHOUSE BLVD  
CHARLOTTE, NC 28273

**DELIVER BY  
SHIP VIA  
FREIGHT TERMS  
ORIGINATOR  
RESOLUTION #  
PAYMENT TERMS**

Whitfield, Shannon

QUANTITY	U/M	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	EA	Capital - Vehicles	\$136,670.0000	\$136,670.00
			<b>TOTAL DUE</b>	<b>\$136,670.00</b>

APPROVED BY \_\_\_\_\_

SPECIAL INSTRUCTIONS

**Walker Landfill  
Attn: Pain Giley Jr.  
5120 North Marble Top Rd.  
Chichamauga, GA. 30707**

**January 29, 2024  
Quote# JK-1424**

## **Kalmar Ottawa T2**





## Technical Description

### Basic machine

#### Selected options

- **ML-008.2 Ottawa T2 4x2 DOT/EPA**

**\*\*Features may change depending on the options selected\*\***

#### Chassis

Modular frame design.

Reinforced removable bumper with 55 degree taper curbside.

Mudflaps rear spring loaded

#### Suspension

Front suspension: Parabolic 3-leaf, lube free, shackle free.

Rear suspension: Solid mount.

#### Cabin

Cab with Roll-Over protection structure (ROPS), aluminum sliding rear door and interior LED dome lights.

Three point cab mounting with air suspension.

Electric cab tilt system: 45 degrees with 90 degrees tilt capability.

Integral heating/ventilation system with three vents for driver, 4 front and 2 side defrost vents and 40,000 BTU heater/defroster.

Tinted glass all windows. (Laminated solar grey in rear only)

Air ride seat with isolator and 2 point retractable seat belt.

Digital instrument cluster: Air pressure, fuel level, hour meter, odometer, speedometer and critical situations indicators.

Mounting plate integrated into dash for yard management system, power/ground studs available under the mounting plate.

Electric windshield washer with intermittent pantograph wipers.

Suspended brake and throttle pedals.

West coast 16" x 7" mirrors.

See trough sun visor

Cab dome lights

ICC Light package

#### Electric System and Lights

12 Volt electrical system with 130 amp alternator.

Headlights, front park/turning, rear park/stop/reverse lights.

One rear facing floodlight on upper right hand side of cab.

Two 12 Volt low maintenance batteries.

7 wire receptacle at rear of cab.

7 wire coiled trailer light cord

Electric back-up alarm.

#### Pneumatic System

Two color coded and coiled air lines with glad hand couplers.

18.7 CFM Wabco compressor with three air reservoirs and total capacity 5,444 cu.in.

Color coded air lines and split air brake system.

#### Hydraulic System

Integral gear type steering with mechanical back-up.



20 gallon hydraulic tank with sight glass.  
Constant running PTO/Pump with priority steering circuit.

#### Paint

Cab: Metal structures - Full immersion, multi-stage "E" coat with white powder coat.

Composite components - Color impregnated. Rubberized undercoating under cab and skirting.

Chassis: Black powder coat.

Wheels: White powder coat.

Grab handles, steps and platforms: Yellow powder coat.

Max. Road Speed 33 MPH

**\*\*Features may change depending on the options selected\*\***

## Power train

### Selected options

- **EG-624 Cummins B6.7 200 HP 2022 EPA (Standard)**  
This option meets US Federal EPA engine emission requirements and meets US Federal EPA warranty requirements. The Cummins engine is clean idle capable, but there will be no Clean Idle decal on the outside of the vehicle with this option. This option can be acceptable for all municipalities (outside of CA) that require clean idle but do not specifically require a clean idle decal.
- **Cummins fuel water separator with heater.**
- **Engine block heater.**
- **Allison MY09 35000 series Electronic Transmission and hydraulic torque converter assembly mounted directly to the engine.**  
- Provides 6 forward speeds and 1 reverse speed. Max. 300 HP (224 kW) power input and 800 lb ft (1085 Nm) torque input. Converter stall torque ratio: 2.44 Gear Ratios: First 4.59:1, Second 2.25:1, Third 1.54:1, Fourth 1.00:1, Fifth 0.75:1, Sixth 0.65:1, Reverse 5.00:1.
- **Transmission Shifter - Lever Type**
- **FA-340 - Meritor FF-961 Front Axle**  
Rating: 12k lbs (5.4k kg)  
Includes:  
16.5" x 5" Brakes  
285mm Piloted Hubs  
Automatic Slack Adjusters.
- **Parabolic 3 Leaf spring suspension, rated 14,600 lbs, shackle free, lube free.**
- **RA-403 - Meritor RS24160 Rear Axle**  
Rating: 30k lbs (13.6k kg)  
Ratio: 7.17:1  
Includes:  
16.5" x 7" Brakes  
285mm Piloted Hubs  
Automatic Slack Adjusters
- **No suspension-bolted direct to frame.**



- **Long life coolant - - Meets or exceeds requirements of ASTM D6210.**
- **Coolant overflow reservoir**  
When the engine is hot, the overflow coolant flows to the tank through the overflow valve and hose. When the engine cools down, the coolant flows back to the radiator through the hose and vacuum valve on the radiator cap.
- **Dual 50 gallon (189 l) rectangular step fuel tanks**  
When a customer requires significantly more fuel capacity or for locations where there are no on-site fueling stations, two rectangular 189 liters (50 gal) fuel step tanks can be provided, one on each side of the chassis. This effectively doubles fuel capacity to 378 liters (100 gal).
- **Reinforced exhaust guard. (lower section of SCR or muffler protection).**
- **11R22.5 Highway tread tires all around (Standard grade)**

## Load carrying devices

### Selected options

- **Distribution Package, 17" Lift Height, Std. Boom, 1.5" RBC, 5" Cyl.**
- **FW-203 Holland FW-35TT fifth Wheel**

Maximum vertical load capacity: 36,000 kg (79,366 lbs)  
King Pin size: ISO standard 2" (50.8 mm)

Includes:  
5Th Wheel release/air brake interlock

## Cab

### Selected options

- **Miles per hour speedometer (standard).**
- **Seat, air-ride vinyl, National 2000**
- **Three point retractable orange seat belt**  
-Incorporates both shoulder and lap belts.
- **Trainer Seat**  
A foldable trainer seat mounted on the wall, includes a 2 point seat belt.
- **Moto mirrors, L&R heated/remote control**
- **8" Convex mirrors with stainless steel housing mounted on the arms below the standard mirrors.**
- **Ignition - Rear Sliding Door keyed alike.**
- **Air Conditioner**

The air conditioning unit is integrated with the standard-equipped heating and defrosting system. It includes an internal circulation system. Most of the air flowing to the cooler is recirculated cabin air. Some of the cooled air comes from the fresh air vent. Temperature can

be controlled by using the fresh air/recirculation control lever and the fan switch. Increased and improved air flow now comes from two fans and three high efficiency molded air ducts and vents for the driver plus 4 front and 2 side defrost vents.

- **AM/FM radio w/ BT, USB and AUX input**
- **Rear window behind the drivers seat**
- **Polyurethane cab pivot bushings**



- **Reflector Kit - Reflective safety triangles**
- **5lbs ABC Fire Extinguisher**  
Installed behind the driver's seat.  
Extinguisher type: dry chemical, suitable for fire types A, B and C.  
Rechargeable unit.  
The valve body is made of nylon material  
Non-magnetic structure  
Charge weight: 2.3 kg (5 lbs.)  
Unit weight: 3.6 kg (8 lbs)

## Chassis

### Selected options

- **Wheelbase 116" (2946mm)**  
Overall length of the tractor 191" (4851mm)  
Trailer Clearance Boom Down 83.3" (2116mm)  
Trailer Clearance Boom Up 79.75" (2026mm)  
Measures are with standard tires 11R22.5 (41.4" / 1051.56 mm Dia.) and 17" (432mm) lift cylinders.
- **Frame "L" Reinforcements**
- **Wide mudflap brackets (4 slot) with wide mudflaps, behind drive axle.**
- **Rear fender - Flexible with wide rear bracket**
- **Cab tilt pump - Standard electric control with manual pump as backup.**
- **Trailer stops for cab protection**  
To prevent damage to the cabin if the driver does not catch the king pin when backing the tractor underneath a trailer, a trailer stop option can be installed. The two trailer stops are made of heavy duty steel plates fitted to the chassis behind the cabin.

## Hydraulics and Pneumatics

### Selected options

- **Electronic Stability Control - Includes ABS & Traction Control**
- **Two 15ft (4.5m) long straight rubber hoses with gladhand connectors.**
- **Glad hands both ends trailer air lines.**
- **Glad hand receptacle bucket (one 6" dia)**
- **Trailer hose holder, mounted mid on cab**
- **Bendix "ADIP" (internal purge) air dryer.**
- **Air Horn**  
Air horn with dual trumpets. Double-note horn
- **Trade America drain valves and lanyards.**
- **Quick trailer air delivery system**
- **Hydraulic system with constant running wet spline PTO and 10 gallon per minute pump and a 20 gallon hydraulic tank.**

## Electric system

### Selected options

- **12 volt electrical system - negative ground.**
- **(2) 12 Volt maintenance free 750 CCA batteries.**
- **Jump start studs that are located on the side of the battery box.**  
Provides an electrical connection to jump start other pieces of equipment from the terminal tractor
- **Hourmeters - One std location, one left side of cab.**  
One incorporated to the gauge cluster and one mounted outside on the cab side panel, left side of the cab.
- **Smart backup alarm**



- **All electrical connections to be sealed connectors with di-electric grease.** Open connections sealed with Sherwin Williams EL-601 spray on red insulating varnish.
- **Aux power panel - 6 circuit breakers. Mounted on dash.**
- **Coiled 15' green seven wire trailer light cable. Phillips 30-9624 with Quick**

Change Plug connectors.

- **(2) LED floodlights mounted high on break-away brackets (64G11), one left side and one right side - rear facing.**  
Operated by one dash mounted switch.
- **Strobe light - Amber LED**  
Installed to the bracket on the top, rear, curb side corner of the cabin roof ECCO (SAE class 2) - Driver controlled switch for activation
- **LED Headlights**  
Provide Brighter, Whiter Light and are More Durable and Energy Efficient. LED Lighting Provides Equivalent Lighting with Approximately a 90% Reduction in Current Demand.
- **LED lighting package - Peterson (pmlights).**  
Includes rear stop/tail/turn and backup lamp, front turn lamps, clearance/marker lamps and rear license plate light/bracket.

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## Documents

### Selected options

- **One operator's manual on USB drive.**

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## Color

### Selected options

- **Cabin color standard - White RAL9016**
- **Chassis standard Black RAL9017 with Platforms, steps, and handles yellow RAL1037**
- **Standard Color - Platforms, Steps and Grab Handles**
- **Standard Color - Wheels**

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## Digitalization

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## Others

### Selected options

- **Dealer will arrange pre-delivery of unit**

## Quotation Number QD-70548-1

With reference to your inquiry and meeting we have the pleasure in offering you the following equipment according to your specifications.-

**One (1) Kalmar Ottawa T2**

<b>Price per machine</b>	<b>USD</b>	<b>\$136,670.00</b>
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### Terms

Payment instructions	Invoicing is made per dealer contract
Warranty	24 months or 6000 hours whichever is the sooner, not including damage and abuse, fair wear and tear, consumables, oils, tires, batteries, filters etc.

We trust you will find the quotation of interest and look forward to hearing from you. For further information, do not hesitate to contact us.

Kind Regards  
Ricky Nelson  
LiftOne



**AGREEMENT FOR CONSULTING SERVICES**

THIS AGREEMENT, made and entered into by and between WALKER COUNTY, GEORGIA, P.O. Box 445, 101 South Duke Street, LaFayette, Georgia 30728, hereinafter called the "CLIENT", and ATLANTIC COAST CONSULTING, INC., a corporation chartered and existing under the laws of the State of Georgia, hereinafter called the "CONSULTANT".

WHEREAS, the CLIENT has need of professional advice and consulting services regarding: Environmental Monitoring and Solid Waste Consulting Services for Marble Top Road Landfill – Sites 1 & 2.

NOW, THEREFORE, for and in consideration of the covenants and promises to be carried out by each party herein, it is agreed by and between the parties that the CLIENT shall and does hereby employ said CONSULTANT to provide certain professional advice and consulting services as follows:

**ITEM A - CONSULTANT'S SCOPE OF SERVICES**

The Scope of Services is enumerated in Exhibit A. It is entitled "Walker County Landfill Environmental Services, Scope of Services" and consists of four pages.

**ITEM B - CONSULTANT'S COMPENSATION**

The CONSULTANT will be compensated for the Scope of Services as enumerated in Exhibit B. It is entitled "Compensation" and consists of two pages.

**ITEM C - TERMS AND CONDITIONS OF AGREEMENT**

The parties agree that services covered by this AGREEMENT shall be performed in accordance with the TERMS AND CONDITIONS OF AGREEMENT on the back of this form or on the next page.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this, the \_\_\_\_ day of \_\_\_\_\_, 2024.

**CLIENT: WALKER COUNTY**

**CONSULTANT: ATLANTIC COAST CONSULTING, INC.**

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

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

\_\_\_\_\_  
Print Name

Chris A. Klamke \_\_\_\_\_  
Print Name

Title: \_\_\_\_\_

Title: Chief Operating Officer \_\_\_\_\_



## TERMS AND CONDITIONS OF AGREEMENT

1. **AGREEMENT TO PROCEED.** This AGREEMENT shall be in effect from the signature date until completion of the work by CONSULTANT, or unless terminated sooner. Signing this form shall be construed as authorization by CLIENT for CONSULTANT to proceed with the work, unless a prior Notice-to-Proceed has been issued by the CLIENT.
2. **PAYMENT OF CONSULTANT.** Monthly invoices will be issued by CONSULTANT for all work performed under the terms of this AGREEMENT. Invoices are due and payable within thirty (30) days of receipt. In addition to any other remedies CONSULTANT may have, CONSULTANT shall have the absolute right to cease performing any basic or additional services in the event payment has not been made, without any liability to CLIENT, pending payment of CLIENT's outstanding indebtedness. An interest charge of one percent per month will be added to invoices not paid within thirty days.
3. **STANDARD OF CARE FOR CONSULTANT.** CONSULTANT shall furnish services in a manner consistent with industry standards and to the level of professional skill generally acceptable in the industry with regard to services of this kind.
4. **PROJECT INFORMATION.** CLIENT shall furnish or cause to be furnished to CONSULTANT all documents and information known to CLIENT that relate to the identity, location, quantity, nature or characteristics of any hazardous waste, environmentally sensitive material, and/or asbestos at, on, or under the project. In addition, CLIENT will furnish or cause to be furnished such other reports, data, studies, plans, specifications, documents, information on surface and subsurface site conditions, and any other information required by CONSULTANT for proper performance of its services. CONSULTANT shall be entitled to rely upon CLIENT-provided documents and information in performing the services required under this AGREEMENT; however, CONSULTANT assumes no responsibility or liability for the accuracy or completeness of such CLIENT-provided documents.
5. **COST ESTIMATES AND TIME SCHEDULES.** Any opinions of construction costs provided by CONSULTANT will be on a basis of experience and judgment, but since CONSULTANT has no control over market conditions or bidding procedures, CONSULTANT cannot warrant that bids or ultimate construction costs will not vary from these cost estimates. Additionally, any opinions of time schedules provided by CONSULTANT will be on the basis of experience and judgment. However, since CONSULTANT has no control over permitting authority time frames, market conditions or weather related delays, CONSULTANT cannot warrant that schedules will not vary from the actual time frames. Notwithstanding the above, the CONSULTANT shall promptly inform CLIENT of any changes in cost estimates and time schedules that are the result of the conditions set forth in this section, and all said changes must be approved by the CLIENT in writing before said changes are implemented. The CLIENT shall provide its approval promptly, and such approval shall not be unreasonably withheld.
6. **CONSTRUCTION MONITORING.** Any construction inspection or testing provided by CONSULTANT is for the purpose of determining the Contractor's compliance with the functional provision of the project contract documents only. CONSULTANT in no way guarantees or insures Contractor's work, nor assumes responsibility for construction means and methods used by Contractor, nor for jobsite safety, nor for Contractor's compliance with any State or Federal laws and regulations. CLIENT agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for jobsite conditions during the course of construction of the project, including safety of all persons and property and that this responsibility shall be continuous and not be limited to normal working hours.
7. **EXISTING CONDITIONS AND RESPONSIBILITIES.** CLIENT acknowledges that CONSULTANT and its subconsultants have played no part whatsoever in the creation of any existing hazardous waste, pollution sources, nuisance, or chemical or industrial disposal problem which may exist or be discovered and that CONSULTANT has no responsibility beyond informing CLIENT of the discovered condition in a reasonable manner of time. CONSULTANT and its subconsultants, agents and employees shall not be responsible for any costs to cover claims, damages, losses and/or expenses (direct, indirect, and consequential), including, but not limited to, fees and charges of attorneys and court costs, arising out of existing conditions before, during and after the performance of the services by CONSULTANT. CLIENT recognizes and agrees that CONSULTANT has assumed responsibility for making only those investigations, reports, and recommendations to the CLIENT that are specifically included within the CONSULTANT'S SCOPE OF SERVICES. CLIENT acknowledges and agrees that the sole responsibility for making any disclosures or reports to any third party, for the taking of corrective, remedial, or mitigating action shall be solely that of CLIENT.
8. **LIMITATION OF LIABILITY.** CONSULTANT'S liability to the CLIENT for any cause of action or combination of causes, whether arising out of claims based upon contract, warranty, negligence, strict liability or otherwise, is limited to the dollar amount of CONSULTANT'S applicable insurance policy limits (malpractice, general commercial liability automobile, worker's compensation), said dollar amount being a minimum of \$1,000,000 per occurrence. CONSULTANT shall have CLIENT listed as an additional insured under each insurance policy, and CONSULTANT shall provide CLIENT with a certificate of insurance regarding each insurance policy. CONSULTANT is not responsible for damage to CLIENT'S or sampling equipment (owned or rented) caused by the poor condition of CLIENT'S wells. Any damage to CONSULTANT'S sampling equipment caused by the poor condition of CLIENT'S wells will be covered by CLIENT.
9. **LEGAL EXPENSES.** In the event legal action is brought by CLIENT or CONSULTANT against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party its reasonable amounts for attorney's fees, costs and expenses incurred as a result of that action.
10. **PROJECT PROGRESS.** CONSULTANT'S services and compensation under this AGREEMENT have been agreed to in anticipation of the orderly and continuous progress of the Project through completion.
11. **PROJECT TIME.** Should completion of the services be delayed for cause(s) beyond CONSULTANT'S responsible control, including, but not limited to, force majeure, the time for performance shall be extended for a period at least equal to the delay and the parties will mutually agree on the terms and conditions upon which the services may be continued.
12. **PROJECT DELAYS.** The CONSULTANT will prepare drawings, specifications and/or reports in a timely manner, but it is agreed between the parties to this AGREEMENT that the CONSULTANT cannot be responsible for delays occasioned by factors beyond CONSULTANT'S control, nor by factors which could not reasonably have been foreseen at the time this AGREEMENT was prepared and executed.
13. **LIMITATION OF PROFESSIONAL SERVICES.** Unless expressly stated to the contrary, the professional services to be provided by the CONSULTANT do not include meetings and consultations in anticipation of litigation or arbitration or attendance as an expert witness in any deposition, hearing or arbitration. If requested, these services will be provided by an amendment to this AGREEMENT, setting forth the terms of compensation to be received by the CONSULTANT.
14. **CONFIDENTIALITY.** The CONSULTANT shall not disclose nor permit disclosure of any information specifically designated by the CLIENT as confidential, except to its employees and other subconsultants who need such information in order to properly execute the services of this AGREEMENT.
15. **OWNERSHIP OF WORK PRODUCT.** Upon completion of the project, the drawings, reports and other material provided to the CLIENT by the CONSULTANT become the property of the CLIENT. CONSULTANT may keep copies of all work products. If the CLIENT should reuse any work products, the CLIENT shall assume full responsibility for such use. CONSULTANT shall not be responsible for any use beyond those services originally agreed upon.
16. **SEVERABILITY; SURVIVAL.** If any of these TERMS AND CONDITIONS OF AGREEMENT shall be finally determined to be invalid or unenforceable in whole or part, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto. The parties agree to reform this AGREEMENT to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision. These TERMS AND CONDITIONS OF AGREEMENT shall survive the completion of the services under this AGREEMENT and the termination of this AGREEMENT for any cause.
17. **DATE CHANGES.** If in this AGREEMENT specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided and if such periods of time or dates are changed through no fault of CONSULTANT, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment.
18. **ASSIGNMENTS.** Each party binds himself and his partners, successors, executors, administrators and assigns to the other party of this AGREEMENT, and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this AGREEMENT. Neither party shall assign, sublet or transfer his interest in this AGREEMENT without the written consent of the other.
19. **TERMINATION.** Either party may terminate this AGREEMENT at any time, without cause, by providing sixty days (60) written notice to the other party. Either party may terminate this AGREEMENT at any time, due to material breach of the AGREEMENT, by providing thirty (30) days written notice to the other party, if the other party fails to cure the breach within said thirty (30) day time period. CONSULTANT shall be compensated for conforming work actually performed and in-scope expense reasonably incurred up to the date of termination.
20. **WAIVER.** No waiver by either party of any default or non-performance by either party shall be considered a waiver of any subsequent default or non-performance.
21. **RECORD RETENTION.** All records related to this AGREEMENT shall be retained by both parties for a period of four (4) years after the conclusion of this AGREEMENT. Records relating to any claim arising out of the performance of this AGREEMENT, or costs and expenses of this AGREEMENT to which exception has been taken by either party, shall be retained by the other party until the claim has been resolved.
22. **USE AND TRANSFER OF ELECTRONIC MEDIA FILES.** The CLIENT and the CONSULTANT agree that any electronic data prepared by either party shall conform to the appropriate project specifications. The electronic files submitted by the CONSULTANT to the CLIENT are submitted for an acceptance period of fourteen (14) days. Any defects or deficiencies that the CLIENT discovers during this period will be reported to the CONSULTANT and will be corrected as part of the CONSULTANT'S Scope of Services. Corrections or deficiencies detected and reported after the acceptance period will be compensated as additional services and at the rates presented in ITEM B: Consultant's Compensation. The CLIENT acknowledges the CONSULTANT'S work product, including all documents on electronic media, are instruments of professional services. Nevertheless, the work product and historical data used in regard to this AGREEMENT shall become the joint property of the CONSULTANT and the CLIENT upon completion of the CONSULTANT'S services and payment in full of all monies due the CONSULTANT. The CLIENT agrees not to transfer these Files to others without providing prior notice to the CONSULTANT. The CLIENT agrees to waive any claim against the CONSULTANT from any unauthorized reuse or modification of the work product, or from any third party's reuse or modification of the work product.
23. **INTEGRATION CLAUSE/EFFECT OF PRIOR AGREEMENTS/PRECEDENCE.** This AGREEMENT is intended by the parties as the final and binding expression of their agreement and as the complete and exclusive statement of the terms thereof. This AGREEMENT supersedes and revokes all prior negotiations, representations and agreements, whether oral or written, relating to the subject matter hereof. Furthermore, these TERMS AND CONDITIONS OF AGREEMENT shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding CONSULTANT'S services absent CONSULTANT'S express written agreement.
24. **THE CLIENT'S RESPONSIBILITIES.** The CLIENT shall: (a) Upon request from the CONSULTANT, provide all criteria and full information as to the CLIENT'S requirements for the project, including project objectives/constraints, space, capacity, and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all standards which the CLIENT will require in the work products; (b) Assist CONSULTANT by placing at his disposal all available information pertinent to the project; (c) Acquire all real estate interests and provide right-of-entry to all property necessary to perform this project; (d) Examine all studies, reports, sketches, opinions of the construction costs, specifications, drawings, proposals and other documents presented by the CONSULTANT to the CLIENT, and promptly render in writing the decisions pertaining thereto within a period mutually agreed upon; (e) Designate in writing a person to act as the CLIENT'S representative with respect to the services rendered under this AGREEMENT. Such person shall have complete authority to transmit instructions, receive information, interpret and define the CLIENT'S policies and decisions with respect to materials, equipment, elements and systems pertinent to the CONSULTANT'S services and to bind CLIENT with respect to these items; (f) Give prompt written notice to the CONSULTANT whenever the CLIENT observes or otherwise becomes aware of any development that affects the satisfactory completion of the project; (g) Furnish all required approvals and permits from all governmental authorities having jurisdiction over the project, and such approvals and consents from others as may be necessary for completion of the project, except as specifically excluded herein; and (h) Bear all costs incident to compliance with the requirements of item 24.
25. **GOVERNING LAW.** This AGREEMENT shall be governed in all respects by the laws of the State of Georgia.



**Exhibit A**  
**Walker County Landfill Environmental Services**  
**SCOPE OF SERVICES**

CONSULTANT's Scope of Services is as follows:

**Task 1 – Semi-Annual Groundwater and Surface-Water Monitoring and Reporting [Site 1 & Site 2]**

Services provided by the CONSULTANT under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

Site 1 includes twenty-five (25) groundwater monitoring wells and four (4) surface water monitoring points. Site 2 includes five (5) groundwater monitoring wells and one (1) surface water monitoring point. These will be sampled as required by the approved Georgia Environmental Protection Division (EPD) Groundwater Monitoring Plans for Sites 1 and 2 as presented in the Walker County Landfill (WCL) Design & Operation (D&O) Plan dated November 2018 (2018 WCL D&O Plan).

The 2018 WCL D&O Plan uses the practices and procedures presented in the current version of the United States Environmental Protection Agency, Region 4, Science and Ecosystem Support Division, Field Branches Quality System and Technical Procedures (EPA SESD), as the basis for sampling environmental media at the WCL. Additionally, in the event additional services are requested by CLIENT, procedures for advancing or abandoning exploratory borings, drilling, and installing groundwater or vapor monitoring wells, or the care and maintenance of monitoring points (e.g., surface or well) at the WCL are based in general accordance with both the procedures presented in the current EPA SESD and Georgia Water Well Standards Act. The CONSULTANT shall perform tasks related to the EPD approved groundwater monitoring Plans for Site 1 and 2 in general accordance with the 2018 WCL D&O Plan.

The CLIENT will be notified of any unusual or out-of-the-ordinary monitoring point conditions or events (i.e., a groundwater submersible pump lodged in a well, etc.) while the CONSULTANT is at the WCL. No CONSULTANT subcontractors or subconsultants are permitted at the WCL without informing WCL management. The CLIENT will directly pay vendor laboratory analytical, rental and expendables for each sampling event. CONSULTANT will review vendor invoices for accuracy and notify CLIENT if these are acceptable for payment.

Prior to sampling, water levels and depth of well bottom will be measured and the wells will be purged. Groundwater or surface water temperature, pH, conductivity, and turbidity will be measured in the field and measurements recorded. Samples will be collected in laboratory-cleaned containers for shipment or delivery to the laboratory. Chain-of-custody will be maintained for the collected samples and properly documented.

During semi-annual sampling events in February and August, samples from Site 1 groundwater wells will be analyzed for the Appendix I parameters listed in listed in 40 CFR Part 258, Subpart E, 56 Fed. Reg. 51032-51039 (October 9, 1991) and mercury (Hg), and the Appendix II parameter bis(2-ethylhexyl) phthalate (BEHP) in one Site 1 well, GWC-10. At Site 1, additional natural attenuation parameters (nitrate, ferrous iron, sulfide, sulfate, and chloride) are sampled and analyzed annually from nine wells to support the annual update discussed in Task 3 below. Site 2 wells are sampled and analyzed for Appendix I parameters listed in 40 CFR Part 258, Subpart E, 56 Fed. Reg. 51032-51039 (October 9, 1991). Surface-water locations will be sampled and analyzed semi-annually for surface-water parameters listed in the approved monitoring plan. Laboratory analytical services are subcontracted directly by CLIENT. CONSULTANT will review laboratory invoices for accuracy and notify CLIENT if these are acceptable for payment. Upon receipt of analytical data, CONSULTANT will perform the necessary evaluation and prepare a monitoring report. The report will include at a minimum:

- A potentiometric map and calculated groundwater flow rate.
- Statistical analysis of the groundwater data.
- A summary and discussion of the analytical data.
- Copies of the laboratory certificates of analysis as provided by CLIENT.



**Exhibit A**  
**Walker County Landfill Environmental Services**  
**SCOPE OF SERVICES**

- Certification of compliance or non-compliance of laboratory results by the qualified groundwater scientist, and
- The report will be certified by a professional geologist registered in Georgia.

CONSULTANT will prepare a draft semi-annual report for CLIENT review for Site 1 and 2. CONSULTANT will provide one hard copy of the final reports to the CLIENT. Final report electronic Adobe PDFs will be uploaded in the Georgia EPD Online System (GEOS) by CONSULTANT for final CLIENT approval/submittal in GEOS. The CLIENT should archive the GEOS submittal receipt in the Operating Record for proof of submission to EPD.

**Task 2 – Quarterly Methane Monitoring and Reporting [Site 1 & Site 2]**

Methane and oxygen concentrations will be measured and recorded for the facility methane monitoring wells and bar punch locations as listed on the Georgia EPD approved Methane Monitoring Plan for the site. On-site structures will also be monitored, and results presented in the report.

On-site structure measurements will be collected as follows:

- Calibrate equipment per manufacturer specification and check proper operation;
- Pump the sample of ambient air for a minimum of 60 seconds, and
- Record peak measurement on field form.

Methane well measurements will be collected as follows:

- Calibrate equipment per manufacturer specification and check proper operation;
- Insert methane tube to quick-connect fitting;
- Pump sample for a minimum of 3 minutes, and
- Monitor levels until they stabilize and record peak measurement on field form.

Methane bar-punch locations will be measured using the following protocol:

- A new point will be punched, sealed, and will be allowed to equilibrate approximately 30 minutes before sampling.
- Calibrate equipment per manufacturer specification and check proper operation;
- Insert sample tube and pump sample for a minimum of 60 seconds, or until readings have stabilized, and
- Record peak measurement on field form.

Methane measurements will be made using a meter suitable for landfill methane monitoring. The meter will be able to monitor the lower explosive limit (LEL) to 100% then switch to percent by volume. Measurements will be recorded on the EPD-approved Periodic Methane Monitoring Report Form in GEOS. In addition to recording methane and oxygen levels from monitoring wells, the following will be observed and documented on the form as required by EPD:

- Soil Conditions;
- Weather Conditions;
- Temperature;
- Barometric Conditions;
- Relative Humidity; and
- Surveil vegetated areas and note areas where stress is evident.

A copy of the most recent potentiometric surface map will be included with each methane report, as required by EPD methane monitoring protocols. A methane well construction summary table that includes surveyed elevation and depth to well bottom is to be included with each potentiometric surface map and result certification page.



**Exhibit A**  
**Walker County Landfill Environmental Services**  
**SCOPE OF SERVICES**

The CLIENT will be notified verbally, or by email, immediately if an exceedance of methane compliance limits is detected at the WCL. Results of the methane monitoring event will be reported to the CLIENT and to EPD within 10 business days of collecting field data. CONSULTANT will provide one hard copy of each final report to the CLIENT. Final reports will be submitted by CONSULTANT to GEOS. Final report electronic Adobe PDFs will be uploaded by CONSULTANT for CLIENT approval in GEOS. The CLIENT should archive the GEOS submittal receipt in the Operating Record for proof of submission to EPD.

**Task 3 – Annual CAP Status Update Report**

In accordance with the Site 1 Corrective Action Plan (CAP), CAP Status Update Reports are required annually. These updates include revision of a BIOCHLOR fate and transport groundwater model originally completed as part of the Assessment of Corrective Measures Study. The annual update consists of a stand-alone report that includes required models of Ethane/Ethene degradation, such as BIOCHLOR, and Natural Attenuation Screening Protocol (NASP) evaluation for GWC-1A, GWC-2, GWC-3D, GWC-4, GWC-6B, GWC-7A, GWC-9A, GWC-22, and GWC-23. Current detections of benzene require a model such as BIOSCREEN to model this constituent. To score the NASP, analysis of additional natural attenuation parameters (nitrate, ferrous iron, sulfide, sulfate, and chloride) in samples from the nine wells is required for input into the NASP calculation. The BIOCHLOR and/or BIOSCREEN model will be calibrated with recent field analytical data. A report will be generated that includes the model output and will summarize the findings. CONSULTANT will provide one hard copy of the final report to the CLIENT. The Final report will be submitted by CONSULTANT to GEOS. Final report electronic Adobe PDFs will be uploaded by CONSULTANT for CLIENT approval in GEOS. The CLIENT should archive the GEOS submittal receipt in the Operating Record for proof of submission to EPD.

**Task 4 – Site 2 Annual Remaining Capacity Report**

CLIENT is required to submit a remaining capacity report by September 30<sup>th</sup> of each year to Georgia EPD reflecting the Site 2 landfill's remaining capacity as of June 30<sup>th</sup> of each year per Georgia rule Chapter 391-3-4-.17(3). The CLIENT will provide CONSULTANT with the total landfilled tonnage for the period to complete the report. The CLIENT will provide CONSULTANT with a current year topographic survey of Site 2 in AutoCAD format. CONSULTANT will provide one hard copy of the final report to the CLIENT. The Final report will be submitted by CONSULTANT to GEOS. Final report electronic Adobe PDFs will be uploaded by CONSULTANT for CLIENT approval in GEOS. The CLIENT should archive the GEOS submittal receipt in the Operating Record for proof of submission to EPD.

**Task 5 – Site 2 Annual Camera Line Review**

CLIENT will perform the annual camera line video inspection of Site 2 collapse detection system. CONSULTANT will review electronic video files supplied by the CLIENT and note any apparent changes in vertical alignment, sagging (including length and estimated depth), or obvious failure due to collapse. Any abnormal areas identified in the video will be captured via a screen shot of the suspected abnormality. A summary table of any identified issues will be prepared by CONSULTANT and submitted to CLIENT for review. CONSULTANT will prepare a draft annual collapse detection report in the format described in the 2002 D&O Plan, Sheet 13. The draft report will be submitted to CLIENT for review, and CLIENT's review comment(s) will be incorporated into a final report. CONSULTANT will provide one hard copy of the final report to the CLIENT. The final report will be submitted by CONSULTANT to GEOS. Final report electronic Adobe PDFs will be uploaded by CONSULTANT for CLIENT approval in GEOS. The CLIENT should archive the GEOS submittal receipt in the Operating Record for proof of submission to EPD.

**Exhibit A**  
**Walker County Landfill Environmental Services**  
**SCOPE OF SERVICES**

**Task 6 – General Services**

Professional services beyond the scope of Tasks 1 through 5 will be performed as requested under Task 6 and will be performed in accordance with the CONSULTANT's current rate schedule table (see Exhibit B for 2024 Rate Schedule). CONSULTANT will provide CLIENT a fee estimate for any additional requested services. Approval from the CLIENT will be obtained prior to initiating work under general services. Anticipated general services, as needed, tasks include the following:

- Assistance with preparation of a Hazardous Waste Trust Fund (HWTF) Reimbursement Application
- Stormwater No exposure exclusion (NEE) for the Transfer Station
- Stormwater Notice of Intent (NOI) Site 2 Landfill
- Finalize Stormwater Pollution Prevention Plan (SWPPP) for the Site 2 Landfill
- Stormwater Quarterly Inspections and Annual Reporting for Site 2 (due Jan. 31st)
- Stormwater Training (onsite)
- Finalize Spill Prevention Control & Countermeasures (SPCC) Plan

**Assumptions and Exclusions**

This scope of services was based on the following assumptions and exclusions that are incorporated into this agreement:

1. CLIENT will maintain open access to the environmental monitoring locations.
2. Reporting effort will include separate reports for Site 1 and Site 2. A Georgia registered Professional Geologist will stamp both semi-annual reports.
3. Estimated budgets for groundwater monitoring assume one mobilization per sampling event, 72 hours of field time per sampling event, and includes per diem and vehicle charges.
4. Laboratory analysis paid directly by CLIENT and CONSULTANT will review laboratory invoices for accuracy.
5. Groundwater monitoring equipment rental and expendables will be paid directly by CLIENT and CONSULTANT will review rental vendor invoices for accuracy.
6. Estimated budgets for methane monitoring assume one mobilization for the second and fourth quarter sampling events, 8 hours of field time per sampling event, and includes per diem and vehicle charges. Includes quarterly methane monitoring events for methane wells and relevant structures along with any bar punch locations. Two (2) quarterly events (first and third quarter) will be conducted in conjunction with routine groundwater monitoring events in February and August. If an initial methane exceedance is indicated and a verification event is required on the following day, then the work would be performed under Task 6 (General Services).
7. Methane events covered include fourth quarter 2023, first through third quarter 2024 events.
8. Response to EPD comments on groundwater monitoring reports, methane monitoring reports, remaining capacity reports, Site 1 Fate and Transport model update reports, or Site 1 camera line reports if required, would be completed under Task 6 (General Services).
9. Any required resampling, not covered under the scope of Task 1, would be provided under Task 6 (General Services).



## Exhibit B

### COMPENSATION

The CONSULTANT will be compensated for the Scope of Services as described in Exhibit A as follows. When the CLIENT authorizes the CONSULTANT to proceed with the work outlined in Item B of the Task Order, CLIENT agrees to pay CONSULTANT monthly, for work completed, based on the standard hourly billing rates in effect when services are provided by the CONSULTANT's employees of various labor grades.

Direct expenses (such as travel, subsistence, field equipment, communications, subconsultant services) are reimbursable at cost plus ten percent.

The contract amount for the Task Order shall not exceed the calendar year totals without prior authorization by the CLIENT. Estimated fee by task is presented in the table below.

<i>Tasks</i>	<i>Budget</i>
Task 1 -Semi-Annual Groundwater and Surface-Water Monitoring and Reporting [Site 1 1st 2024]	\$15,000.00
Task 1 - Semi-Annual Groundwater and Surface-Water Monitoring and Reporting [Site 2 1st 2024]	\$4,500.00
Task 1 - Semi-Annual Groundwater and Surface-Water Monitoring and Reporting [Site 1 2nd 2024]	\$15,000.00
Task 1 - Semi-Annual Groundwater and Surface-Water Monitoring and Reporting [Site 2 2nd 2024]	\$4,500.00
Task 2 - Quarterly Methane Monitoring and Reporting [Site 1]	\$1,900.00
Task 2 - Quarterly Methane Monitoring and Reporting [Site 2]	\$1,900.00
Task 3 - Annual CAP Status Update Report [Site 1 2nd 2024 Event]	\$3,700.00
Task 4 - Site 2 Annual Remaining Capacity Report	\$2,400.00
Task 5 - Site 2 Annual Camera Line Review	\$6,000.00
Task 6 - General Services HWTF Reimbursement Application	\$3,000.00
Task 6 - General Services No exposure exclusion (NEE) for the Transfer Station	\$500.00
Task 6 - General Services Notice of Intent (NOI) Site 2 Landfill	\$500.00
Task 6 - General Services Finalize Stormwater Pollution Prevention Plan (SWPPP) Site 2 Landfill	\$1,000.00
Task 6 - General Services Stormwater Quarterly Inspections and Annual Reporting (due Jan. 31st)	\$2,000.00
Task 6 - General Services Stormwater Training (onsite)	\$1,500.00
Task 6 - General Services Finalize Spill Prevention Control & Countermeasures (SPCC) Plan	\$1,000.00

**Exhibit B**  
**COMPENSATION**

**Atlantic Coast Consulting, Inc.**  
**2024 Rate Schedule**

<b>Labor Category</b>	<b>*Hourly Rate</b>	<b>Title</b>
Administrative	\$67.00	Administrative
Field Technician	\$77.00	Field Technician / Scientist I
Sr. Field Technician	\$97.00	Senior Field Technician
Consultant 1	\$78.00	Designer I
Consultant 2	\$109.00	Designer II/ Scientist II
Consultant 3	\$133.00	Engineer I / Geologist I / Senior Designer
Consultant 4	\$141.00	Engineer II / Geologist II / Scientist III
Consultant 5	\$162.00	Engineer III / Geologist III
Consultant 6	\$175.00	Professional Engineer/Professional Geologist / Senior Scientist
Consultant 7	\$194.00	Senior Professional Engineer/Senior Professional Geologist
Consultant 8	\$207.00	Project Manager
Consultant 9	\$220.00	Group Manager
Consultant 10	\$235.00	Principal

*\*Hourly rates are subject to adjustments annually in January*

*Internal costs such and direct expenses (such as travel, subsistence, field equipment, communications, printing, plotting, subconsultant services, etc.) are reimbursable at cost plus ten percent.*