

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 August 22, 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 August 8, 2024 at 6:30 p.m.

• **Public Hearing - Budget**

FY2025 General Fund Budget and FY2024 Enterprise Funds & Special Revenue Budget of the Governing Authority of Walker County, Georgia

• **Public Hearing - Planning & Zoning**

Robert Carter requests ten variances for property located at 217 Claire Street, Rossville, GA 30741. Tax map & parcel number 0-205-097 & 119A.

Timothy Moore requests a variance for property located at 0 Old LaFayette Road, Rock Spring, GA 30739. Tax map & parcel number 0-326-023B

J&E Pichardo LLC requests a rezone from A-1 (Agricultural) to CN (Commercial Neighborhood) for property located at 0 S. Hwy 341, Chickamauga, GA 30707. Tax map & parcel number 0-289-036.

• **Public Comment**

• **New Business**

Resolution R-026-24 to Adopt a Millage Rate to be set at 5.328 mills in the Unincorporated Areas and 7.027 mills in the Incorporated Areas

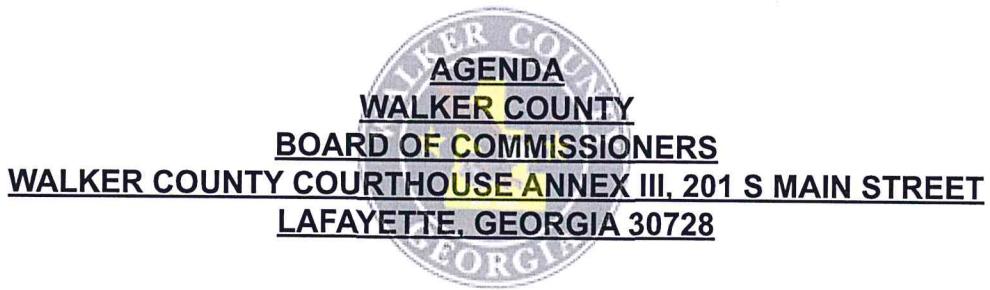
Resolution R-027-24 to Accept the Terms and Conditions of the Georgia Department of Natural Resources Land and Water Conservation Fund Grant, Project Number P24AP01281/13-01093

Resolution R-028-24 to Authorize Deputy Robert W. Bowman to Retain His Service Weapon Upon Retirement

Resolution R-029-24 to Enact a Temporary Moratorium on the Acceptance and Issuance of Applications for New Licenses for Retail Package Sales of Distilled Spirits

Resolution R-030-24 to Declare Fire Rescue Property as Surplus and Removed from the County Inventory

Memorandum of Agreement between the Georgia Department of Community Affairs and Walker County



Rural Fire Defense Lease Agreement and Memorandum of Understanding with Georgia Forestry Commission

Approval of Office of the Governor Criminal Justice Coordinating Council Subgrant Award, Project Name: Drug Court, Subgrant Number: Q23-8-007

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July 2024 Departmental Statistics

- **Commissioner Comments**
- **Chairman's Report**
- **Executive Session** (if necessary)
- **Adjourn**

NEXT REGULAR MEETING - Thursday, September 12, 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

August 8, 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 August 8, 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 made a motion to approve the agenda, seconded by Commissioner Hart, 4 ayes and 0 nays, motion carried.

IV. Approval of Minutes:

I. Commissioner Hart made a motion to approve the minutes of the Regular Scheduled Meeting held July 25, 2024, at 6:30 p.m., seconded by Commissioner Stultz, 4 ayes and 0 nays, motion was approved.

V. Public Comment:

I. Jim Pope asked Commissioner Askew his personal opinion on whether the Chairman's duty to preside over the meetings of the Board could be taken away if a county manager was appointed. Commissioner Askew stated the Chairman would still preside over the meetings if a county manager were in place.

II. Laura Beth Newsom asked the Board to donate to Teen Maze on behalf of the county. She gave an overview of the program and provided the Board with information. She said historically the county has made a \$7,500.00 donation every year.

III. Tax Commissioner Carolyn Walker asked if the Board was going to approve the budget tonight. She said there are changes to her proposed budget that she needs to discuss. Chairman Whitfield said the Board is not voting on the budget. This is just a draft submission to the Board.

IV. Rick Tallant said he moved here from Texas and has many friends relocating here after coming to visit him. He said Walker County is the greatest place to live. He discussed concerns about the increase in the school board's budget.

V. Robby Tate discussed concerns with the school board's budget. He said his main concern is the condition of Foster Mill Drive. He said the city's project at the airport has taken a huge toll on an already bad road. He asked the Board to speak with the City of LaFayette about repairing the road.

VI. Melissa Hulsey stated \$860.00 in rent has been collected by the City of Rossville in the last month at the county gym in Rossville. She suggested the money be used for the utilities at the facility. She said policies at all community centers in the county need to be reviewed. She said the community centers are underutilized and are not easily accessible to citizens. She also said wifi needs to be installed at the Cedar Point Community Center because cell service in the area is not good.

VII. Scott McNabb said he is still concerned with the intergovernmental agreement with the City of Rossville for recreational services. He asked about exhibit A showing the property involved. He asked if the agreement was approved at the previous meeting. Commissioner Askew said it was approved with amendments and sent to the City of Rossville.

VIII. Jamie Hulsey presented concerns with the minutes from the previous meeting. He asked about the 1.2 million dollars for the ag center and specifically \$600,000 for an office for the county agent. He asked why the purchase order for two new air condition units at the ag center was not published before the meeting. He also asked if the Coroner has an office in the county.

- IX. Ned Yates presented concerns about a rumor he heard about members of the Board shredding and destroying county documents. He asked each member of the Board to clarify this for the public.
- X. Travis Middleton asked if Hal Gray was a member of the Walker County police force. He also asked why Gray was sent to a training that cost the county \$2,500.00. Mr. Middleton said he went by the county barn and saw about 25 pieces of fire department equipment. He asked if the equipment was out of service and when it would be back in service. He said it is very concerning to see this many out-of-service vehicles in a county this size.

VI. New Business:

- I. Chairman Whitfield presented the FY2025 general fund budget and the FY2025 enterprise funds and special revenue budget of the governing authority of Walker County, Georgia. He explained there would be a full rollback of the millage rate so there would not be any millage hearings like in prior years. He explained the different factors affecting the budget and millage rates this year. He said the five-year digest will be advertised next week. He said the millage rate is scheduled to be adopted on August 22 followed by the first public hearing on the budget. He said the second budget hearing will be on September 12 and the Board can adopt the budget at the regular meeting on the same day.
- II. Chairman Whitfield presented the request from the District Attorney's Office to reallocate FY24 budget surplus funds for a one-time retention supplement. Kevin Baugh, acting District Attorney, explained they lost six ADAs and the DA last year. He said they are trying to make salaries competitive with neighboring counties. He said the three other counties in the circuit have approved this request. Commissioner Askew asked for the amount being requested. Chairman Whitfield said Walker County's share is 38.3% which is \$48,389.00. He said the funds are already in their budget. Commissioner Blakemore made a motion to approve, seconded by Commissioner Askew, 4 ayes and 0 nays, motion carried.
- III. Chairman Whitfield presented the approval of the office of the governor criminal justice coordinating council subgrant award, project name: juvenile justice incentive grant, subgrant number: Y25-8-023. Dodd Worley and Vic Burgess explained the services they offer. They said this is a yearly grant and this is the 11th year they have received the award. Chairman Whitfield said this is a federally funded grant with no matching funds. Commissioner Hart made a motion to approve, seconded by Commissioner Stultz, 4 ayes and 0 nays, motion carried.
- IV. Chairman Whitfield presented purchase order 2024-00002433 for \$38,777.00 to Winters Roofing, Inc. for roofing work at Shaffner Hall. He said this is the former Rossville High School Band room and it is like going into the 1980s. He said the Midsouth Orchestra utilizes the building and they do an excellent job. Commissioner Hart said the funds would be coming from the 2020 SPLOST. Commissioner Blakemore made a motion to approve, seconded by Commissioner Hart, 4 ayes and 0 nays, motion carried.

VII. Commissioner Comments:

- I. Commissioner Blakemore thanked everyone for coming out and participating. He said he has not and has no knowledge of any county documents being destroyed. He asked Chairman Whitfield for an update on fire trucks and Public Works Director Carlen Bowers for an update on Foster Mill Drive. Carlen Bowers said he has been working with County Attorney David Gottlieb to go through the proper channels to get the road fixed. David Gottlieb said he has sent a letter and spoken with the City of LaFayette's attorney. He said his legal opinion is they are responsible for the section of the road that is in the worst condition due to trucks hauling at the airport. He said the City has a provision in its contract with the contractor for more than normal wear and tear on the road. He said they are working to resolve this issue.
- II. Commissioner Askew said there has not been any document shredding to his knowledge. He encouraged everyone to be mindful of the traffic and public safety with everyone going back to school. He said he would speak with Carolyn Walker about her budget concerns. He told Mr. Tallant he has checked into the school budget issue in the past and assured him the Board of Commissioners has no authority over the School Board budget. He thanked Mrs. Hulsey for her ideas and said wifi may be able to be established at the community center. He told Mr. McNabb that they are always working on any document and he will look at it and see about adding the tax map to the agreement. He addressed Mr. Hulsey's concerns with getting the agenda published before the meeting. He assured Mr. Middleton they were working on corrective actions for the out-of-service fire trucks. He thanked everyone for coming out and participating.
- III. Commissioner Hart said there has not been any document shredding to his knowledge. He said there was 1.2 million dollars in the SPLOST allocated for the ag center and the county agent. He said agriculture is the leading industry in the county. He said leaders in the industry met to discuss how the funds should be utilized. He said they presented the Board with a letter detailing the plan. He said the purchase order added at the previous meeting was due to scheduling. He said the ag center is already scheduled to be closed for repairs in August and these repairs can be made while it is already closed. He said the county agent is partially paid by the county. He thanked North Georgia Electric for their work during the recent storm. He said it was reported that 25% of their customers were impacted. He expressed his condolences for the family of Guy Pope and said he was a great man.
- IV. Commissioner Stultz thanked all county employees for their hard work in the heat. He said there has not been any shredding to his knowledge. He asked Chairman Whitfield to discuss the Chief of Police and out-of-service fire truck concerns. He said he has driven on Foster Mill Drive recently and is aware of the condition. He said they are working to get his issue handled. He

assured Mrs. Hulsey he would speak with Curtis Creekmur about getting wifi at the community center. He thanked Commissioner Blakemore and his wife, Courtney, for their SSA benefit tournament in Rome. He said they raised \$14,000.00 for the special olympics.

V. Chairman Whitfield said any rent collected from the Rossville Community Center would be used for recreation. He said the City of Rossville will send in bimonthly financial reports. He said there is an ongoing agreement with UGA for a county agent. He said the county agent is partially paid by the county and it is already in the budget. He stated the Coroner has an office in Rock Spring that has new equipment but it is seldom used. Chairman Whitfield said when he took office in 2017 everything in the office was shredded and the computer was wiped clean. He said any documents before 2017 are hard to find. He stated he does have a shredder in his office that he uses daily but is not for anything malicious. He gave details of an incident a few years ago where someone got a draft copy of a press release that he threw in the trash and explained that is why he used his shredder. He said the draft was not the final publication. He said he wants Mrs. Teems to have a smooth transition and will make sure she has everything she needs available. Chairman Whitfield said Walker County is one of only a few counties to still have a county police. He said it is a requirement to keep a Chief of Police and for them to attend yearly training. He said Hal Gray was a code officer and the chief of police before he transitioned to Mayor of Rossville. He said they have to work out some details of the position but he is still the chief of police for the county police force. Chairman Whitfield explained some issues with some of the new fire trucks. He said they are also working on a solution for the out-of-service vehicles. He said the proposed budget will allow them to hire a level four mechanic who specializes in these types of vehicles. He said he has also approved overtime to help with the backlog. He stated the School Board's budget is completely separate from the county and the Board has no authority over them. He said fiber is being installed in the center point community from the grant with Windstream. He said he would check on getting wifi at the community center. He addressed the issue presented on the meeting agenda being published late. He said before he took office the agenda was not published. He said they work very hard to get everything published the Friday before the meeting but sometimes things do have to be added or all of the supporting documents are not ready when it is published. He stated the purchase order that was added at the previous meeting was due to scheduling. He said he emailed out the four quotes to the Board before the meeting. Chairman Whitfield said he is excited to see all of the work completed at the ag center. He also said the contract for the new Adventure Acres Park in Rossville has been executed with a goal of it being completed by Memorial Day 2025. He thanked Joe Legge for all of his work on this project.

VI. Commissioner Askew stated he and Chairman Whitfield have already had discussions on the transition to a new Chair. He said he has already been assured, but asked the Chairman publicly to work with the incoming Chair once it is closer to the transition. He said the Chairman has assured him the new Chairwoman will come into a much better situation than he did.

VIII. Adjournment:

I. Commissioner Hart made a motion to adjourn the meeting, Commissioner Blakemore seconded the motion. Motion carried and the meeting was adjourned at 8:20 PM.

Shannon K. Whitfield
Chairman/CEO
Walker County Georgia

Date

Minutes prepared by: Walker County Board Clerk, Whitney Summey

LOCAL COLUMNIST ♦ DAVID CARROLL

If nominated, I will not run

A few years ago, a high-ranking elected official in my area asked me to come by for a visit. I thought he might have a news tip, so I met him in his office.

Much to my surprise, he asked if I would be interested in running for his position, as he had decided not to seek another term. I was surprised and quite flattered. It was a giant boost for my ego. First because I respected him, and second, I had never pictured myself as a potential government leader. He offered me his full support, which would have probably ensured an election victory. I never took it that seriously, but when I had a bad day at work, that "escape hatch" was in the back of my mind.

As it turns out, he reversed course and did run for and win another term. So it was a moot point, but for years I took pride in believing I was his chosen successor.

Since that time, I have shared that

story with a few close friends. I have learned that I was not the only one he recruited to succeed him. For whatever reason, he made the same offer to several other folks. I guess he wanted to see who had the most interest. So much for my temporary ego inflation.

More recently, some people tried to talk me into running for an even higher office. "Thanks, but no thanks," I told them. That ship has sailed.

For one thing, a political candidate must now have extremely thick skin. I do not. I know several veteran politicians, and they reminisce fondly about the good old days when Democrats and Republicans co-existed without hating each other. These days, you're either "with us," or "against us." You're a conservative, or a "crazy lefty." You're a progressive, or a "MAGA cult member."

The tribal politics has broken up

marriages, wrecked families, and caused people to boycott businesses. It has even made people afraid to display a campaign sign in fear of vandalism.

People often ask, "Why aren't there more people running for school board (or county commission, the state legislature)? I'm thankful and surprised anyone runs at all. Why put up with the abuse?"

It really is a shame, because a younger version of me might have jumped at the chance to run if the timing was right. I've always had a job in the news media, so a losing campaign could have put my career in jeopardy.

There are certain aspects of an election campaign I would have enjoyed thoroughly.

I enjoy speaking to groups of people, large and small. Clearly, some candidates do not. Yet many of them get elected, and once they take the

oath of office, they commit the cardinal sin. They use their incumbency and their gerrymandered districts to avoid contact with their constituents. Sure, they attend photo-op meetings with carefully chosen supporters. You see those pics in your local paper. I call them "grip 'n' grin" photos, where your representative sneaks into the district to meet only with those who never offer an opposing view, and who would not dare ask a tough question.

I would love nothing better than coming home and explaining, or in some cases defending my votes. Guess what? I might be wrong now and then. It would be nice to get honest feedback from the people who pay my salary. But actual town meetings, open to all residents, are almost non-existent.

And then there's my favorite event, the face-to-face debate. I admire good debaters on the national level, past and present. They have to be quick

on their feet, and accurate with the facts. What a great challenge that would be.

I could never survive in today's sell-your-soul political environment. I might actually cross the aisle on occasion, working with the other side. This would likely make me a pariah in my own party.

Let's demand that our elected officials be more present in their districts. Let's insist that they meet with people other than rubber-stamp followers. No town meetings? No debates? For me, that means a big "No" vote on Election Day.

David Carroll, a Chattanooga news anchor, is the author of "Hello Chattanooga: Famous People Who Have Visited the Tennessee Valley." His website is ChattanoogaRadioTV.com. You can contact him by mail at 900 Whitehall Road, Chattanooga, TN 37405, or by email at RadioTV2020@yahoo.com.



Carroll

ARREST REPORTS

Walker County arrests: Friday, July 26, to Thursday, Aug. 1

The Walker County Sheriff's Office provided this information on those booked into the county jail.

The listings include name of inmate (last first middle), race/sex, age, felony/misdemeanor, and charge(s).

Here are some of the abbreviations used: FVA=Family Violence Act; FTA=Failure to appear; VGCSA=Violation of the Georgia Controlled Substances Act.

♦ SOSEBEE BRYSON LEE W/M 17 MISD DRIVING UNDER THE INFLUENCE OF ALCOHOL / OPEN CONTAINER VIOLATION / POSSESSION OF ALCOHOL BY A PERSON UNDER 21 LITERATING HIGHWAY

♦ SHOVAN GEORGINA W/F 44 MISD AGGRAVATED ASSAULT — FVA / SIMPLE BATTERY — FVA

♦ DOWNS FELICIA PAIGE W/F 31 FELONY FAILURE TO APPEAR — MISD / POSSESSION OF METH / CROSSING THE GUARD LINE

♦ HANKS TANNER JAMES W/M 23 FELONY VIOLATION OF PROBATION — FELONY

♦ CLEMENTS ELISIC SHAMAR B/M 25 MISD DRIVING WITHOUT A VALID LICENSE

♦ NELSON JONATHAN PAUL W/M 37 MISD FAILURE TO APPEAR — MISD

♦ BELL WILLIAM WILEY III W/M 67 FELONY VIOLATION OF PROBATION — FELONY

♦ WOLFE STEPHANIE JO W/F 41 FELONY VIOLATION OF PROBATION — FELONY / POSSESSION OF METH / OBSTRUCTION OF LAW ENFORCEMENT — MISD

♦ ROBERT JOHN BOYD W/M 75 MISD FAILURE TO APPEAR — MISD

♦ MCAFEE SAMANTHA LEE W/F 30 FELONY POSSESSION OF SCHEDULE II CONTROLLED SUBSTANCE

♦ WOMBLE ALLEN EUGENE W/M 49 FELONY POSSESSION OF METH / POSSESSION OF MARIJUANA LESS THAN 10z

♦ FRAZIER JOSHUA DEE W/M 40 MISD DRIVING UNDER THE INFLUENCE OF DRUGS / POSSESSION OF MARIJUANA LESS THAN 10z / SPEEDING

♦ SMITH ALEXA NICOLE W/F 20 MISD FAILURE TO APPEAR — MISD — ROSSVILLE POLICE DEPARTMENT

♦ KEITH MARTY EUGENE W/M 55 MISD GIVING FALSE NAME

♦ BARRETT ROBERT LAMAR W/M 59 FELONY FAILURE TO APPEAR — FELONY / FAILURE TO APPEAR — MISD / OBSTRUCTION OF LAW ENFORCEMENT — MISD

♦ CORDELL TINNIKA STAR W/F 23 MISD SIMPLE BATTERY — FVA / DISTRACTION, OR POSSESSION OF DANGEROUS DRUGS

♦ WHITE AMY RENEE W/F 43 MISD VIOLATION OF PROBATION — MISD

♦ MACHADO-PINEDA, JOSE VANY J.H/M 33 MISD DRIVING ON WRONG SIDE OF ROADWAY

♦ GIBSON ALICIA NICOLE W/F 23 MISD DRIVING WHILE LICENSE SUSPENDED / NO INSURANCE

♦ GARCIA ROJELIO H/M 45 MISD DRIVING WITHOUT A VALID LICENSE / WINDOW TINT VIOLATION / NO INSURANCE / IMPEDING TRAFFIC FLOW

♦ HOWELL ROBERT JASON W/M 49 MISD ILLEGAL CAMPING IN WILD-

LIFE MANAGEMENT AREA ♦ CLINE CHAD AARON W/M 45 FELONY FAILURE TO APPEAR — FELONY

♦ PILA PRIN YORDAN H/M 25 MISD RECKLESS DRIVING / SPEEDING

♦ SKYLES CECIL BARNARD W/M 46 MISD VIOLATION OF PROBATION — MISD — ROSSVILLE POLICE DEPARTMENT

♦ NARRAMORE ZACHARY LOGAN W/M 20 FELONY VIOLATION OF PROBATION — FELONY / FLEEING/ATTEMPTING TO ELUDE POLICE — FELONY / FINANCIAL TRANSACTION CARD THEFT / POSSESSION OF MARIJUANA LESS THAN 10z / DRIVING UNDER THE INFLUENCE OF DRUGS / + TRAFFIC OFFENSES

♦ WILBANKS ALANA NIQUE W/F 35 FELONY PROBATION

♦ DAVIS MALIK RASHAWN B/M 24 FELONY PROBATION

♦ WALKER ERIC LEON B/M 40 FELONY FORGERY 3RD DEGREE

♦ DUNCAN SAMANTHA ELIZABETH W/F 28 MISD PROBATION

♦ TURPENIN ANGELA LAINA W/F 49 FELONY PROBATION

♦ WHITE AMY RENEE W/F 23 RETURN FROM COURT — SPATES BRANDON HEATH W/M 38 MISD ENDANGERING SECURITY INTEREST

♦ TUCKER MACKENZIE JOYANNIE W/F 31 HOLD FOR OTHER AGENCY

♦ SWIFT LAURIE LUBER-DA W/F 56 MISD DRIVING ON SUSPENDED, NO INSURANCE, EXPIRED TAG

♦ MOORE SEVENA SELENE W/F 53 HOLD FOR MARION COUNTY

♦ PARKER TREY AUSTIN W/M 23 RETURN FROM HEALTH DEPT

♦ SANTANA JACOB DANIEL W/M 41 FELONY PROBATION VIOLATION

♦ BOWMAN LACY DAWN W/F 37 FELONY AGGRAVATED ASSAULT, HINDERING 911 CALL

♦ BROWN SCOTT LYNN W/M 29 FELONY VGCSA

♦ SUTHERLAND KAITLIN

LIA B/F 22 FELONY THEFT BY RECEIVING STOLEN PROPERTY — FELONY

♦ HENDRIX RUSSELL JAMES W/M 55 FELONY PROBATION

♦ FIELDING JIMMY ISAAC W/M 24 FELONY PROBATION

♦ KENDRICK MICHELLE MAGDALANA W/F 54 FELONY POSSESSION OF METH, FALSE NAME AND DOB

♦ GREENE GREGORY ALLEN W/M 65 FELONY POSSESSION OF FENTANYL

♦ PRATER TRAVIS LEE W/M 42 FELONY PROBATION

♦ RIDLEY LACY KAY W/F 38 FELONY FUGITIVE

♦ FORTSON DEWAYNE MARCUS B/M 21 FELONY PROBATION

♦ LYONS TIFFANY LEIGH W/F 37 MISD SIMPLE BATTERY AGAINST PERSON OVER 65 OR PREGNANT, FTA VIOLATION

♦ MENDEZ-PEREZ ROBER-

TO CARLOS H/M 25 MISD DRIVING ON SUSPENDED, FTL, DUI ALCOHOL

♦ HOGUE JUSTIN TAYLOR W/M 28 FELONY PROBATION VIOLATION

♦ DODSON WILLIAM ALLEN W/M 50 FELONY PROBATION VIOLATION

♦ TANKERSLEY AMANDA DAWN W/F 49 MISD PROBATION VIOLATION

♦ JARNAGIN JOEL RAY W/M 49 MISD FTA X 2

♦ HURST TRACE KAMERON W/M 24 MISD DRIVING ON SUSPENDED, EXPIRED TAG

♦ NORTON STEPHANIE MICHELE W/F 37 MISD AFFRAY

♦ BAILEY KENNETH ANDREW W/M 34 MISD DISORDERLY CONDUCT, NOISE VIOLATION

♦ GRISCOM BOBBIE JO W/F 54 MISD AFFRAY

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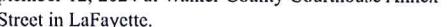
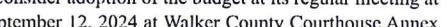
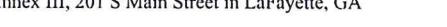
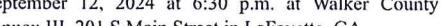
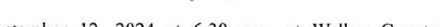
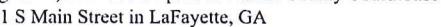
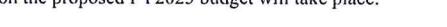
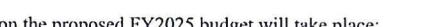
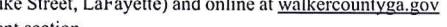
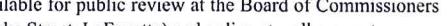
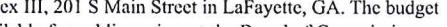
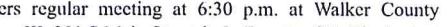
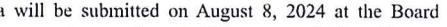
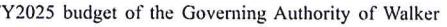
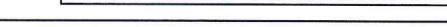
Appliances, Basketball Court On-site Management and Maintenance Staff

This Institution Is An Equal Opportunity

Provider and Employer

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**FISCAL 2025 GENERAL FUND BUDGET AND FISCAL 2025 ENTERPRISE FUNDS
& SPECIAL REVENUE BUDGET FOR WALKER COUNTY GOVERNMENT**

The proposed FY2025 budget of the Governing Authority of Walker County, Georgia is available for public review at the Board of Commissioners Office, 101 S Duke Street in LaFayette, GA and online at walkercountyga.gov/government/budgets

8007 Clerk of Superior Court

Juvenile Court Judge, for the Lookout Mountain Judicial Circuit. The term for this position will begin on the 1st day of October, 2024. In the event of any vacancies, the Superior Court Judges of Calhoun, Chattanooga, Dade and Walker counties serve as Juvenile Court Judges and person for the position of said Juvenile Court Judges for the Lookout Mountain Judicial Circuit. Qualified persons seeking appointment should make this known in writing by notice to: Hon. Kristine Cook, Georgia, P.O. Box 1740, Atlanta, GA 30347 received no later than 4:30 p.m. on the 16th day of September, 2023. This notice is given in compliance with O.C.G.A. § 51-1-50. 7:24,18:49;8,4,2024

8010 Alcoholic Beverages

Wm#480
spn02
RETAIL BOTTLED
SPIRITS ADVERTISEMENT
Notice is given that HARE RAM KRIS, Rols Liquors, located at 1460 General David Lee Road, Hwy Chickamauga, GA 30747, Owner has applied for a license to sell beer, wine and liquor of retail.

7:17,24,2024

8020 Service/Construction Bids

Wm#482
spn05
Project: City of Roswell, GA
Cedren Construction Rehabilitation Services, Inc. is looking for Certified DBE's for Manhole Rehab work in Roswell. Total cost approximately \$0 Mils. Electrical Plans available via link:
<http://www.dropbox.com/s/cufc0274crv71vbr425u/APP-WAF-A274/m7x7Bkg93LQI?dl=0>
Please, contact our office to receive the plans for this job at 404-379-4800 or direct inquires to cud@cudllc.com. Cedren Construction Rehabilitation Services, Inc. will evaluate fairly with interested firms and will not reflect any as unqualified without sound reason. We are fully bonded and investigated of their capabilities. Please include a copy of DBE certification documents.

Respectfully,
Cristy S. Jennings, President -
Cedren Construction Rehabilitation Services, Inc.
7:17,24,2024

8025 Debtors and Creditors

Wm#483
spn05
IN THE PROBATE COURT FOR THE COUNTY OF WALKER
IN THE ESTATE OF: DEBRA J. MERCIERS,
ESTATE NO. 20,083
Deced.

NOTICE TO DEBTORS/ CREDITORS

All creditors of the Estate of DEBRA J. MERCIERS, late of said county, deceased, are hereby notified to render their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment to me.

This 24th day of June, 2024.

Charles Bennett Jackson,
Administrator
c/o Benjamin T. Brodford,
120 East Patton Street
LaFayette, Georgia 30728
7:17,17,24,2024

Wm#484
spn07NOTICE TO DEBTORS
AND CREDITORS

All creditors of the estate of Luree Yvonne Harrison, late of said County, deceased, are hereby notified to render their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment to me.

This 8th day of June, 2024.

Dane Scott and Chris Scott, Executors
c/o Lindsey & Scott, LLC
Box 271
Rossville, Georgia 30741
7:17,17,24,2024

Wm#485
spn07NOTICE TO DEBTORS
AND CREDITORS

All creditors of the estate of Charles Elliott Blivins, late of said County, deceased, are hereby notified to render their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment to me.

This 8th day of June, 2024.

Charles Russell Blivins,
883 Richardson Rd
LaFayette, Georgia 30728
7:17,17,24,2024

Wm#486
spn07NOTICE TO DEBTORS
AND CREDITORS

All creditors of the estate of Harold Eugene Reynolds, late of said County, deceased, are hereby notified to render their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment to me.

This 8th day of June, 2024.

Charlene Scott, Executor
c/o Lindsey & Scott, LLC
Box 271
Rossville, Georgia 30741
7:17,17,24,2024

Wm#487
spn07NOTICE TO DEBTORS
AND CREDITORS

All creditors of the estate of Pamela Lee Halliday, deceased, late of Walker County, Georgia, are hereby notified to render their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment to me.

This 9th day of July, 2024.

Charlene Scott, Executor
c/o Lindsey & Scott, LLC
Box 271
Rossville, Georgia 30741
7:17,17,24,2024

Wm#488
spn07NOTICE TO DEBTORS
AND CREDITORS

All creditors of the estate of Kelly Franklin, deceased, late of Walker County, Georgia, are hereby notified to render their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment to me.

This 11th day of July, 2024.

Laura Brumblake, Executors
c/o Lindsey & Scott, LLC
Box 271
Rossville, Georgia 30741
7:17,17,24,2024

Wm#489
spn07NOTICE TO DEBTORS
AND CREDITORS

All creditors of the estate of Charles D. Brackell, deceased, late of Walker County, Georgia, are hereby notified to render their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment to me.

This 10th day of July, 2024.

Charles D. Brackell,
586 Bass Rd.
Chickamauga, Georgia 30707
7:17,17,24,2024

Wm#490
spn07NOTICE TO DEBTORS
AND CREDITORS

All creditors of the estate of Pamela Lee Halliday, deceased, late of Walker County, Georgia, are hereby notified to render their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment to me.

This 11th day of July, 2024.

Scott E. and Lynne Welch Sparks,
4500 Peachtree Rd. NE
A�ter, GA 30301
7:17,24,17,21,2024

Wm#491
spn07NOTICE TO DEBTORS
AND CREDITORS

All creditors of the estate of William David Clark, late of said County, deceased, are hereby notified to render their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment to me.

This 11th day of July, 2024.

Laura Brumblake, Executors
c/o Lindsey & Scott, LLC
Box 271
Rossville, Georgia 30741
7:17,24,17,21,2024

Wm#492
spn07NOTICE TO DEBTORS
AND CREDITORS

All creditors of the estate of Daniel Douglas Kelly, Jr. late of Walker County, Georgia, are hereby notified to render their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment to me.

This 12th day of July, 2024.

Charlene Scott, Executor
c/o Lindsey & Scott, LLC
Box 271
Rossville, Georgia 30741
7:17,24,17,21,2024

Wm#493
spn07NOTICE TO DEBTORS
AND CREDITORS

All creditors of the estate of Daniel Douglas Kelly, Jr. late of Walker County, Georgia, are hereby notified to render their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment to me.

This 12th day of July, 2024.

Charlene Scott, Executor
c/o Lindsey & Scott, LLC
Box 271
Rossville, Georgia 30741
7:17,24,17,21,2024

Wm#494
spn07NOTICE TO DEBTORS
AND CREDITORS

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Box 271
Rossville, Georgia 30741
7:17,24,17,21,2024

Wm#495
spn07NOTICE TO DEBTORS
AND CREDITORS

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This 12th day of July, 2024.

Charlene Scott, Executor
c/o Lindsey & Scott, LLC
Box 271
Rossville, Georgia 30741
7:17,24,17,21,2024

Wm#496
spn07NOTICE TO DEBTORS
AND CREDITORS

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c/o Lindsey & Scott, LLC
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Rossville, Georgia 30741
7:17,24,17,21,2024

Wm#497
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This 12th day of July, 2024.

Charlene Scott, Executor
c/o Lindsey & Scott, LLC
Box 271
Rossville, Georgia 30741
7:17,24,17,21,2024

Wm#498
spn07NOTICE TO DEBTORS
AND CREDITORS

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Charlene Scott, Executor
c/o Lindsey & Scott, LLC
Box 271
Rossville, Georgia 30741
7:17,24,17,21,2024

Wm#499
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Box 271
Rossville, Georgia 30741
7:17,24,17,21,2024

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7:17,24,17,21,2024

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7:17,24,17,21,2024

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This 12th day of July, 2024.

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This 12th day of July, 2024.

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This 12th day of July, 2024.

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This 12th day of July, 2024.

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7:17,24,17,21,2024

Wm#512
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AND CREDITORS

All creditors of the estate of Daniel Douglas Kelly, Jr. late of Walker County, Georgia, are hereby notified to render their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment to me.



Walker County Planning Commission
Minutes

August 15, 2024
Walker County Civic Center
6:00 PM

ATTENDEES:

Planning Commission Members

Will Ingram
Randy Pittman
Todd Holt
Michael Hicks
Cindy Askew
Stan Porter
John Morehouse
Rob Walthour

Walker County Planning Staff

Jon Pursley, Planning Director
Kristy Parker, Planning Commission Secretary

I. CALL TO ORDER:

Vice Chairman Hicks called the meeting to order at 6:10 P.M.

II. ROLL CALL

III. READING & APPROVAL OF THE JULY 18, 2024 MEETING MINUTES:

Vice Chairman Hicks asked if there was a motion to approve or deny the minutes. Todd Holt made a motion to approve. Randy Pittman seconded the motion to approve. The vote was unanimous. Motion to approve minutes carried.

IV. MOTION TO OPEN THE PUBLIC HEARING:

Vice Chairman Hicks asked for a motion to open the public hearing. Stan Porter made a motion to open the public hearing. Will Ingram seconded the motion. The vote was unanimous. Motion to open the public hearing carried.

V. PUBLIC HEARING:

Variance:

1. **Robert Carter:** Vice Chairman Hicks asked if there was anyone present for Mr. Carter. Robert Carter came forward and stated that he was asking for variances in order to put four more quadplex units, two in the front and two in the back of his property. Jon Pursley asked about there being sewer there and Mr. Carter said yes. Todd Holt asked about the driveways and Mr. Carter said that all drives would come off of the Claire Street side.
2. **Timothy Moore:** Vice Chairman Hicks asked if anyone was present for Mr. Moore. Mr. Moore was not present, so Jon Pursley stated that Mr. Moore has the property on Old LaFayette Road and due to it being narrow was requesting a variance to be closer than 60' from the center of the road. He explained that there are some houses already on the road that are closer than what is required. It was also brought up that Mr. Moore has some health issues and that his dad lives on the next property so it would allow his family to be closer to him. Rob Walthour asked about the setback from the railroad at the back of the property and Jon stated that it looks like the property line on the map already shows the right-of-way for the railroad.

Rezone:

1. **J&E Pichardo LLC:** Vice Chairman Hicks asked if anyone was present for the Pichardo property. Jasmine Pichardo came forward and stated that she would like to have a tax office on the property. She stated that the property really could not be used for agricultural purposes. Jon Pursley explained that the existing building used to be a store and sold food. Ms. Pichardo stated that in the future she might like to buy a food trailer and sell food but right now the tax office would allow her to make money so she could do that. Nelda Parrish came forward and stated that she has property next door and she has no problem with what they are wanting to do.

VI. MOTION TO CLOSE THE PUBLIC HEARING:

Vice Chairman Hicks asked if there was a motion to close the public hearing. Todd Holt made a motion to close the public hearing. Rob Walthour seconded the motion. The vote was unanimous. Motion to close the public hearing carried.

VII. MOTION TO GO INTO NEW BUSINESS:

Vice Chairman Hicks asked if there was a motion to open new business. Randy Pittman made a motion to open new business. Will Ingram seconded the motion. The vote was unanimous. Motion to open new business carried.

VIII. NEW BUSINESS:

- 1. Robert Carter:** Vice Chairman Hicks asked if there was a motion to approve or deny and if deny a reason why. Stan Porter made a motion to approve. Randy Pittman seconded the motion to approve. Six members voted in favor to approve with one member voting against the motion. Vote to approve carried.
- 2. Timothy Moore:** Vice Chairman Hicks asked if there was a motion to approve or deny and if deny a reason why. Stan Porter made a motion to approve. Will Ingram seconded the motion to approve. The vote was unanimous. Motion to approve carried.
- 3. J&E Pichardo LLC:** Vice Chairman Hicks asked if there was a motion to approve or deny and if deny a reason why. There was some discussion on a discrepancy in the ordinance on professional service and office not being allowed in an A-1 zone but neighborhood commercial is allowed and that in neighborhood commercial it allows for professional service. It was brought up that this ordinance needs to be looked at and updated. Randy Pittman made a motion to approve. Rob Walthour seconded the motion to approve. The vote was unanimous. Motion to approve carried.

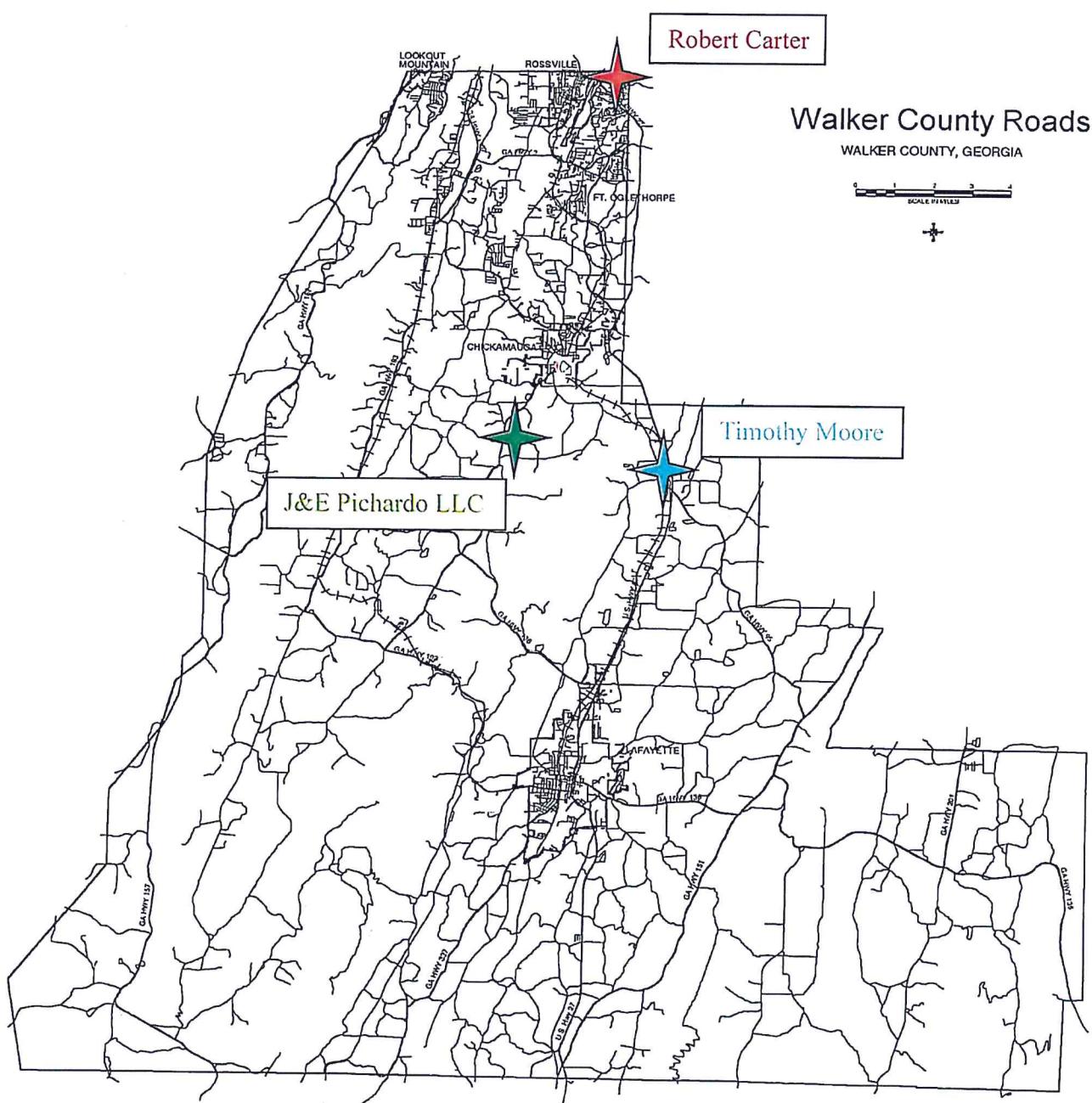
XI: ADJOURNMENT:

Vice Chairman Hicks asked if there was a motion to adjourn. Todd Holt made a motion to adjourn. John Morehouse seconded the motion. Vote was unanimous.

Date Submitted: _____ Planning Commission Chairman

Date Submitted: _____ Planning Commission Secretary

Date Submitted: _____ Planning Commission Director



**WALKER COUNTY
PLANNING & DEVELOPMENT
AGENDA ITEM**

Owner: Robert Carter

Petitioner: Safe Future Real Estate Investments, LLC

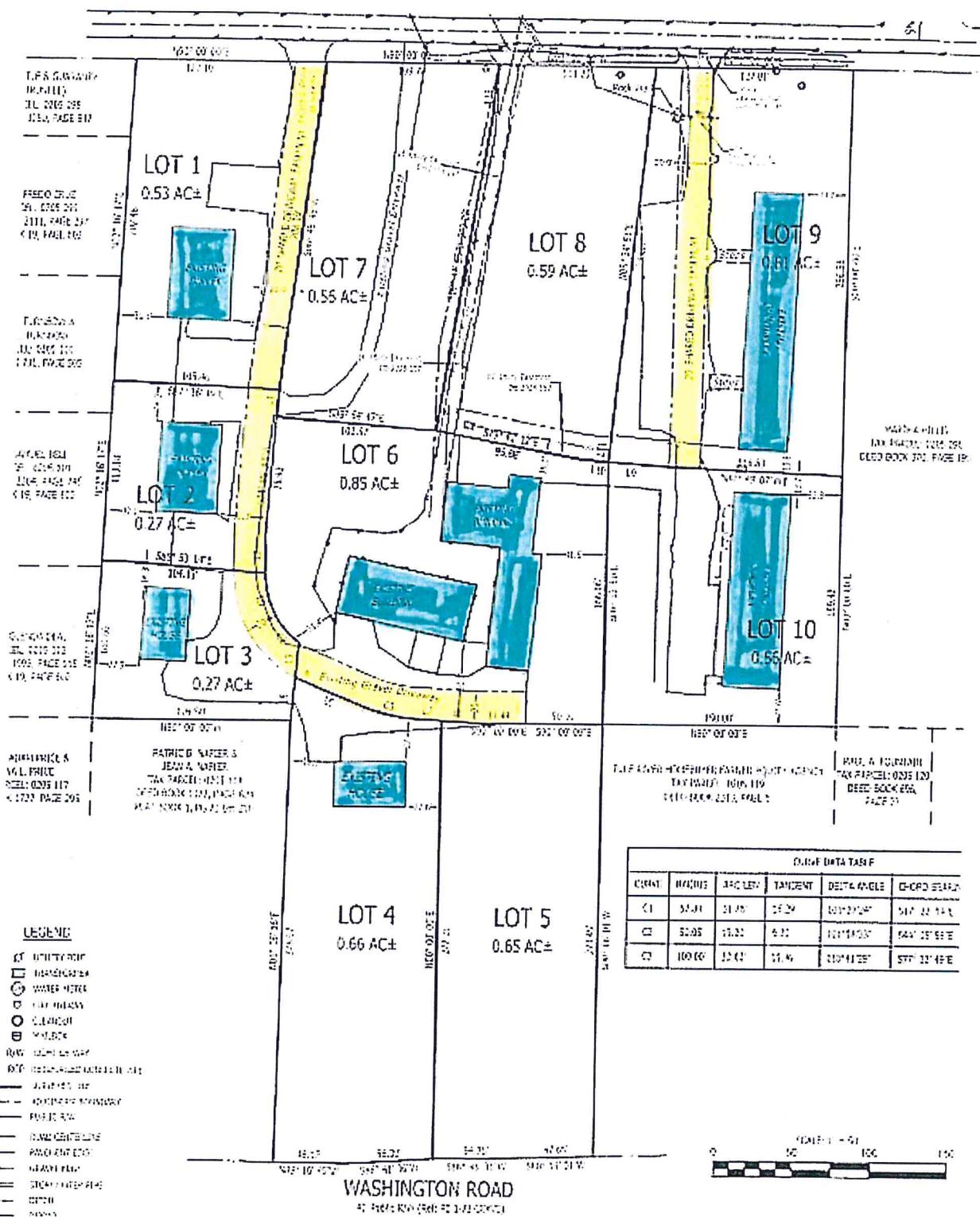
Location of Property: 217 Claire Street
Rossville, GA. 30741

Tax map & parcel number 0-205-097 & 119A

| | | |
|----------------------------|--|-------------------|
| | PC Meeting Date: | 8/15/2024 |
| | | |
| | Present Zoning: | R-2 (Residential) |
| APPLICANT'S INTENT: | To divide off property into ten lots with eight dwellings with less than one acre on a shared driveway and both easements less than the required fifty feet. | |
| DETAILS OF REQUEST: | Same as above | |

Projected Area:

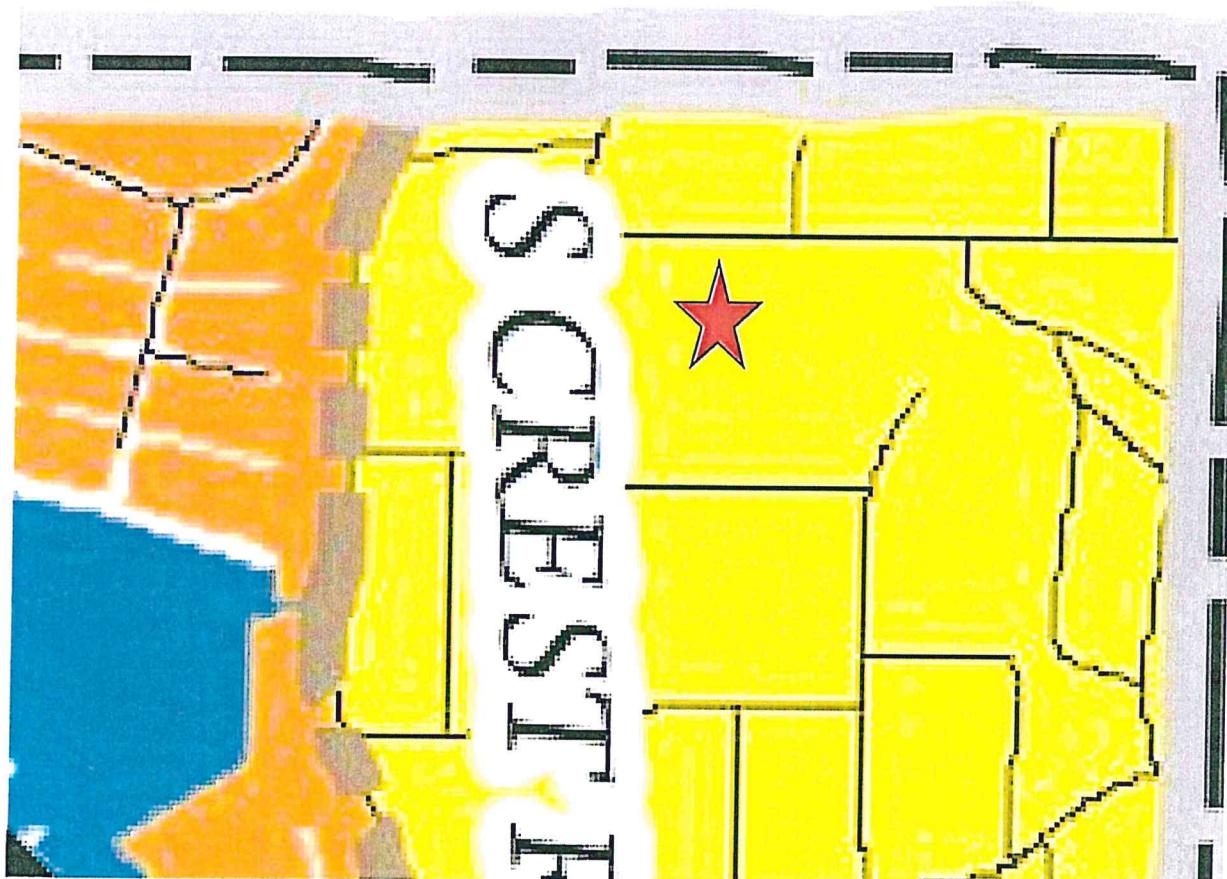




Zoning Map:



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 | |



Figure 55. Azalea Drive ~ Laurel Drive, LaFayette Georgia

Traditional Neighborhood: Chickamauga, LaFayette, and Rossville

Description: A neighborhood of well-maintained houses, possess a distinct identity through architectural style, lot, and street design, and has a higher rate of home-ownership. It is characterized by a high degree of pedestrian orientation, sidewalks, street trees, and street furniture (where appropriate). All new development should be constructed at the neighborhood scale and in compliance with established zoning and procedure

Suggested Development Strategy:

1. Focus on reinforcing stability by encouraging more homeownership and maintenance or upgrade of existing properties.
2. There should be good vehicular and pedestrian/bike connections to the Town Center.
3. Wherever possible, connect to a regional network of greenspace and trails available to pedestrians, bicyclists, and other non-vehicular means of transportation.
4. Encourage compatible architecture styles that maintain the desired, local character, and do not include "franchise" or "corporate" architecture.
5. Discourage tourist-based industries
6. Permit accessory housing units, or new well-designed, similarly scaled infill multifamily residences to increase neighborhood density and income diversity.
7. Add traffic calming improvements, sidewalks, street trees, and increased street interconnection to improve walkability and slow traffic within the existing neighborhood.
8. Promote street design that fosters traffic calming where possible and needed.

Land uses:

- Residential

Key Word Objectives: Traditional neighborhood, Sense of place, Alternative multimodal transportation, regional identity, Heritage Preservation, Infill development, Open space preservation, Environmental protection

**WALKER COUNTY
PLANNING & DEVELOPMENT
AGENDA ITEM**

Owner: Timothy Moore

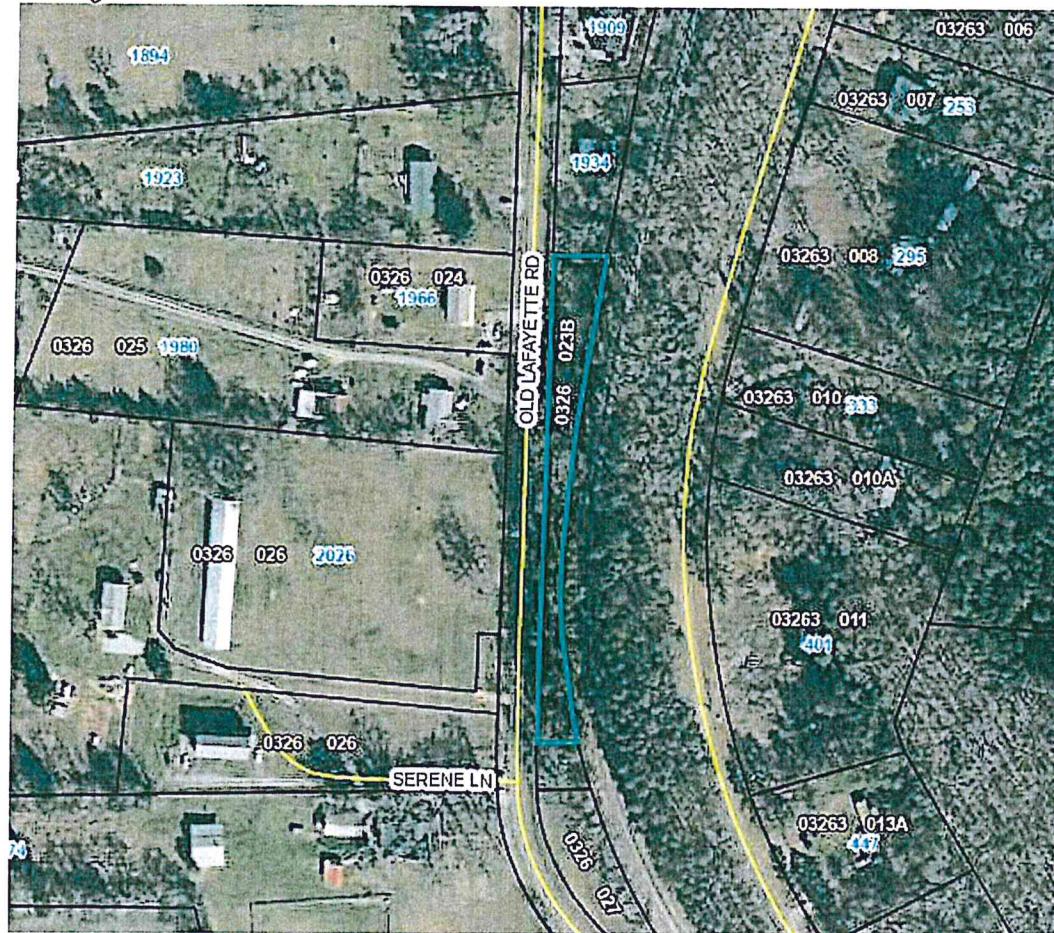
Petitioner: Same

**Location of
Property:** 0 Old LaFayette Road
Rock Spring, GA. 30739

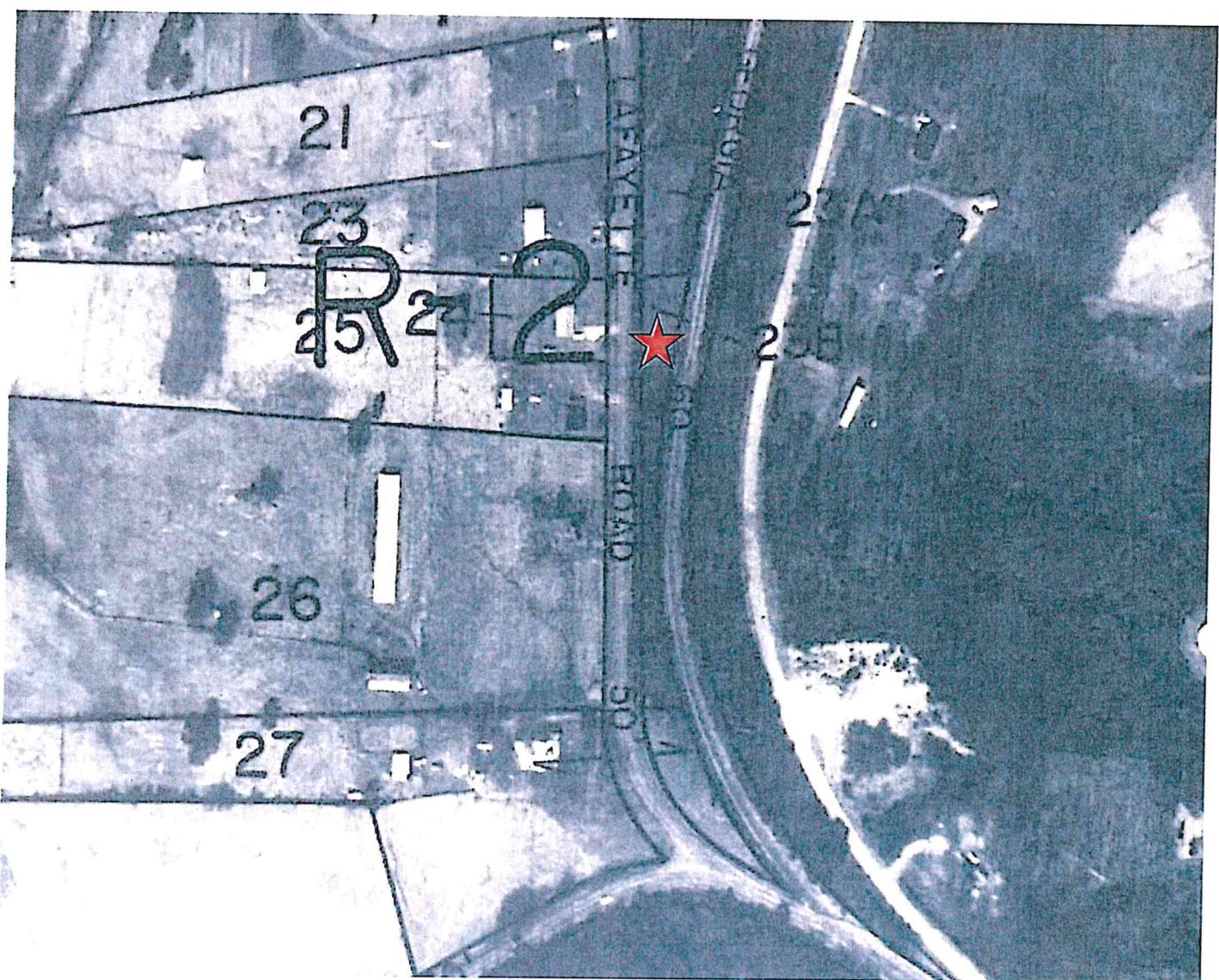
Tax map & parcel number 0-326-023B

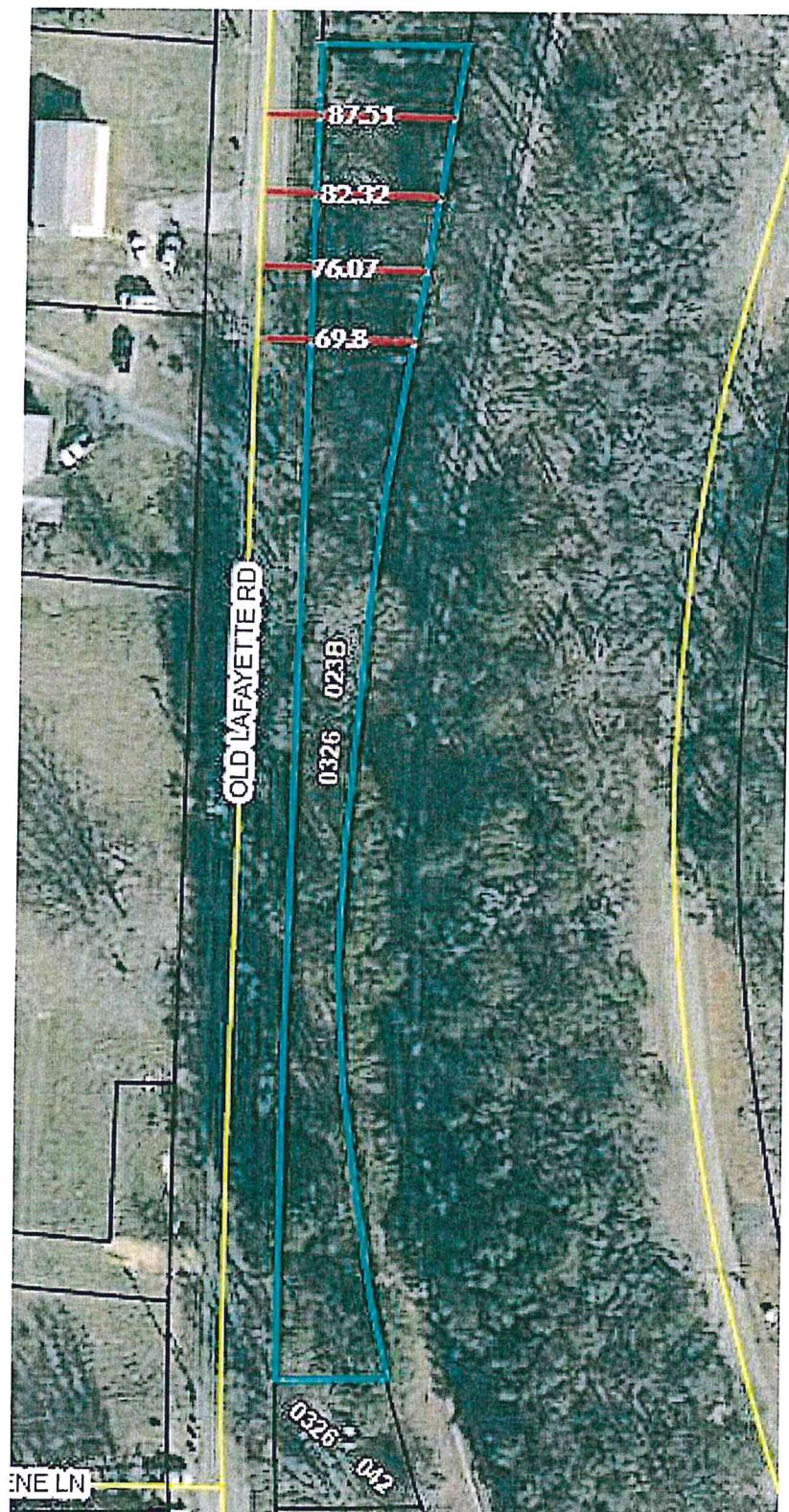
| | | |
|----------------------------|--|-------------------|
| | PC Meeting Date: | 8/15/2024 |
| | Present Zoning: | R-2 (Residential) |
| APPLICANT'S INTENT: | Would like to place a double wide manufactured home on the .60 acres. The property is on sewer. | |
| DETAILS OF REQUEST: | Requesting a front setback variance in order to place a double wide manufactured home on the property and will not be able to be 60' from the center of the county road. | |

Projected Area:

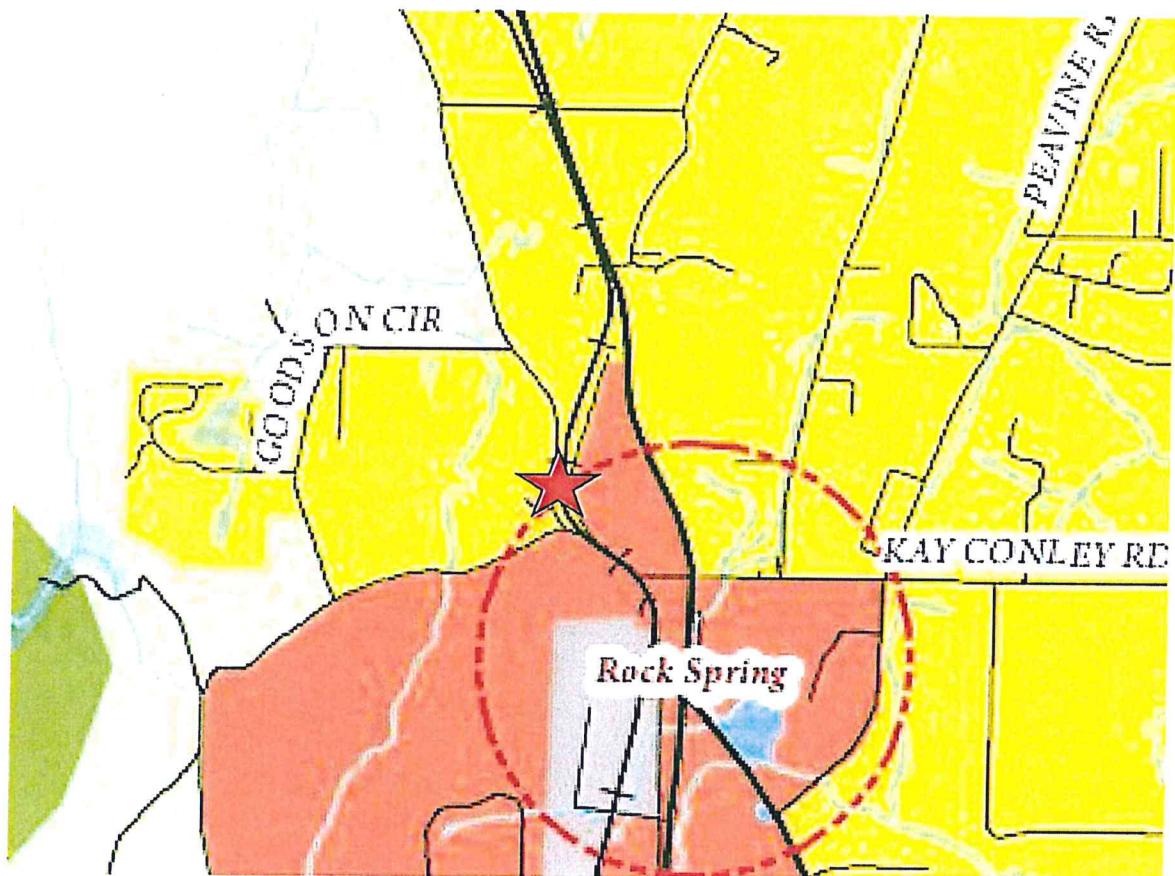


Zoning Map:





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 | |



Figure 52. Residential development in the Mountain View area

County Suburban: Walker County

Description: Location of predominately Post-WWII residential single family housing within subdivided parcels of large amounts of open space. County suburban housing is often found in proximity of public water. These locations are characterized by low pedestrian mobility, little or no transit, a high amount of open space, and a high to moderate degree of residential building separation. Smaller retail establishments may be found in these locations also. Public institutional uses may be found at these locations in the form of fire departments, public school, recreational facilities, and ect.

Suggested Development Strategy:

1. Provide only limited planned expansion of water and sewer infrastructure so to control the rate of growth.
2. Wherever possible, connect to regional network of greenspace and trails made available to pedestrians, bicyclists, and other non-vehicular means of transportation.
3. Encourage compatible architecture styles that maintain the desired, local character, and do not include "franchise" or "corporate" architecture.
4. Discourage tourist-based industries
5. Permit conservation subdivisions, accessory housing units, and well-designed multifamily residences to increase neighborhood density versus traditional suburban development
6. Add traffic calming improvements, sidewalks, street trees, and increased street interconnection to improve walkability and slow traffic within existing neighborhood.

Land uses:

- Single family residential
- Commercial
- Parks/Recreation/Conservation
- Public/Institutional

Key Word Objectives: Post- WWII housing, Subdivision, Building separation, Limited commercial, Public Water, Open space, Recreation, Conservation, Traditional neighborhood, Sense of place, Alternative multimodal transportation, regional identity, Heritage Preservation, Infill development, Open space preservation, Environmental protection

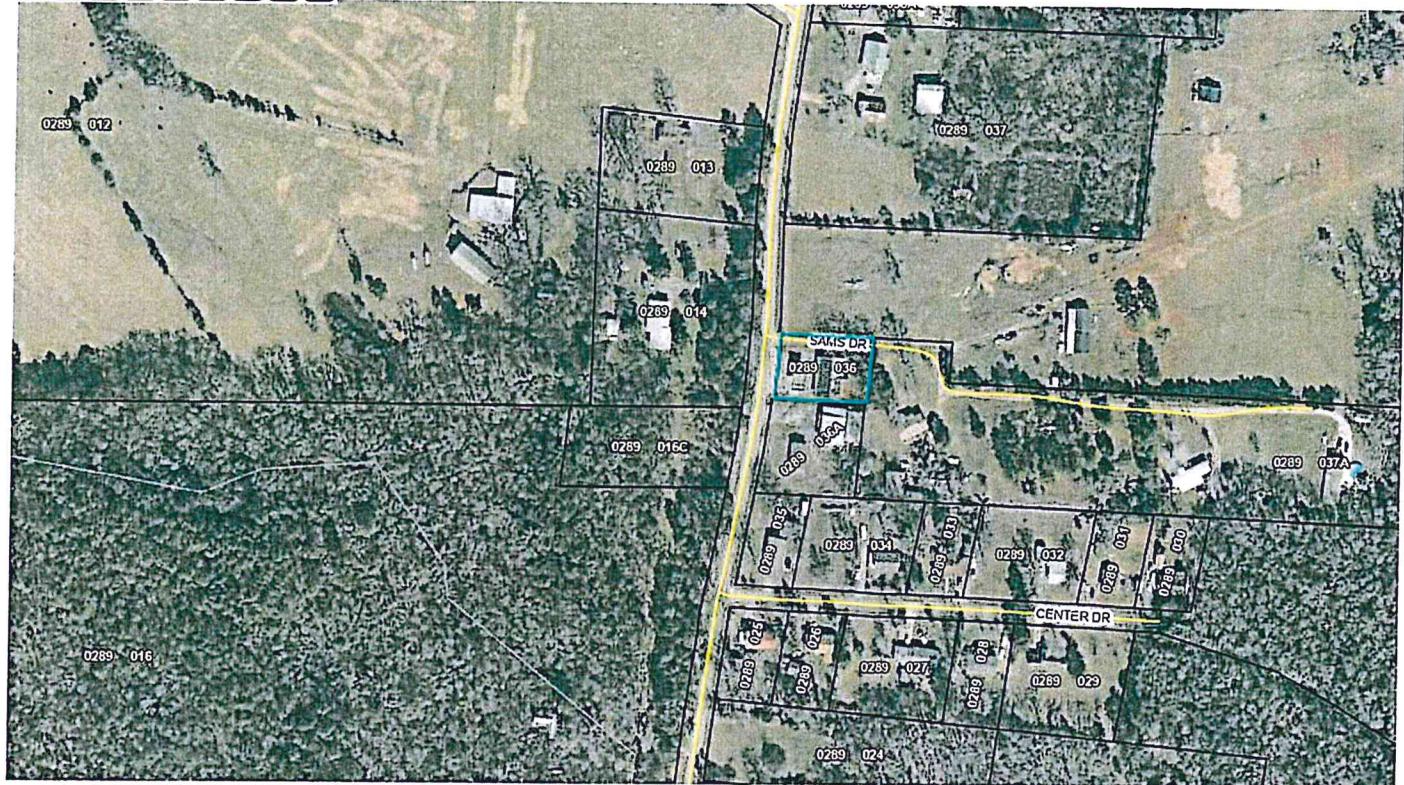
**WALKER COUNTY
PLANNING & DEVELOPMENT
AGENDA ITEM**

Owner: J&E Pichardo LLC
Petitioner: Jasminne Pichardo-Lino
**Location of
Property:** 0 S. Hwy 341
Chickamauga, GA. 30707

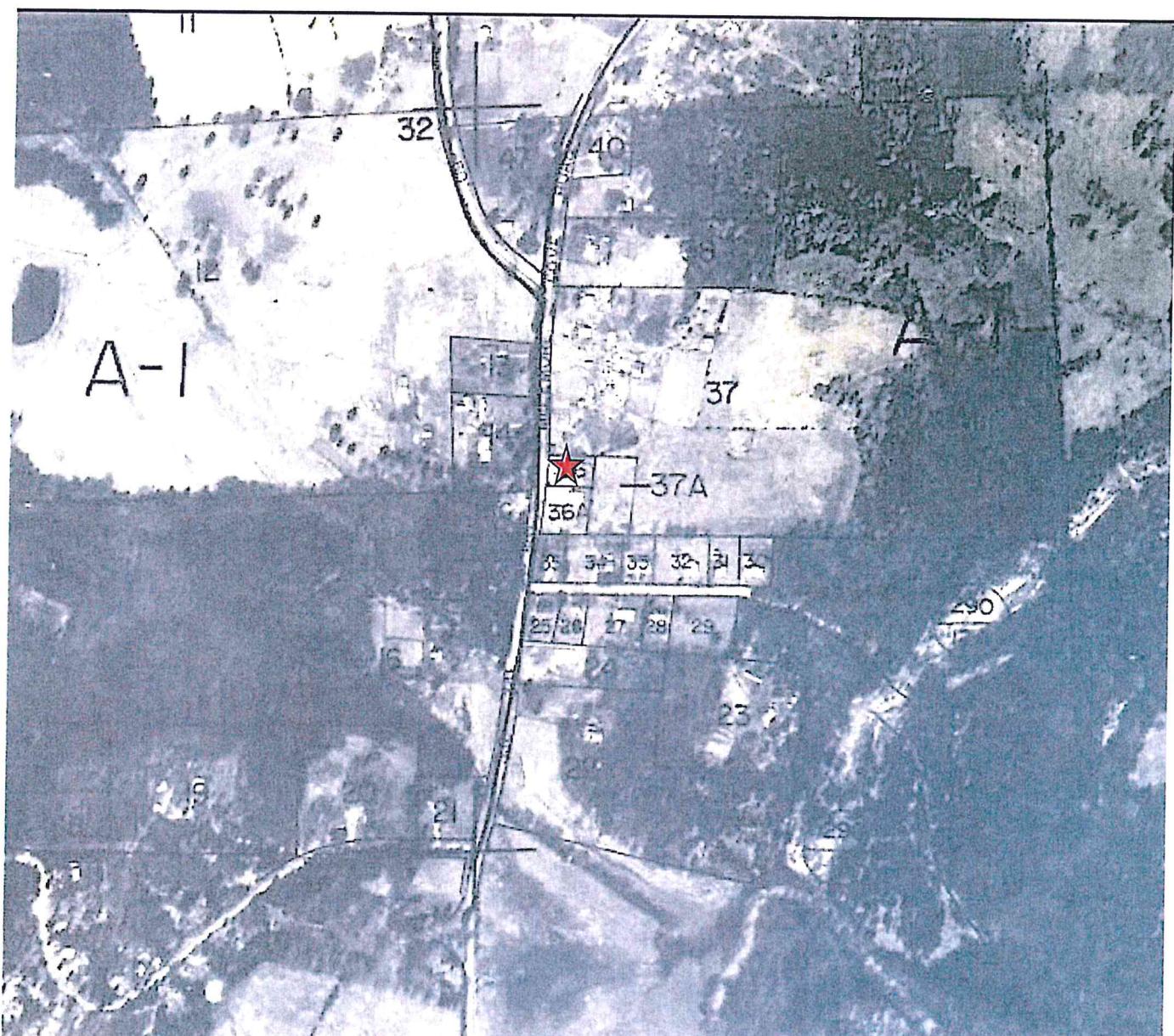
Tax map & parcel number 0-289-036

| | | |
|----------------------------|--|--------------------|
| | PC Meeting Date: | 8/15/2024 |
| | Present Zoning: | A-1 (Agricultural) |
| APPLICANT'S INTENT: | To rezone the property to put office space in the existing building | |
| DETAILS OF REQUEST: | The owner is requesting a rezone to commercial neighborhood in order to have an office at this location. | |

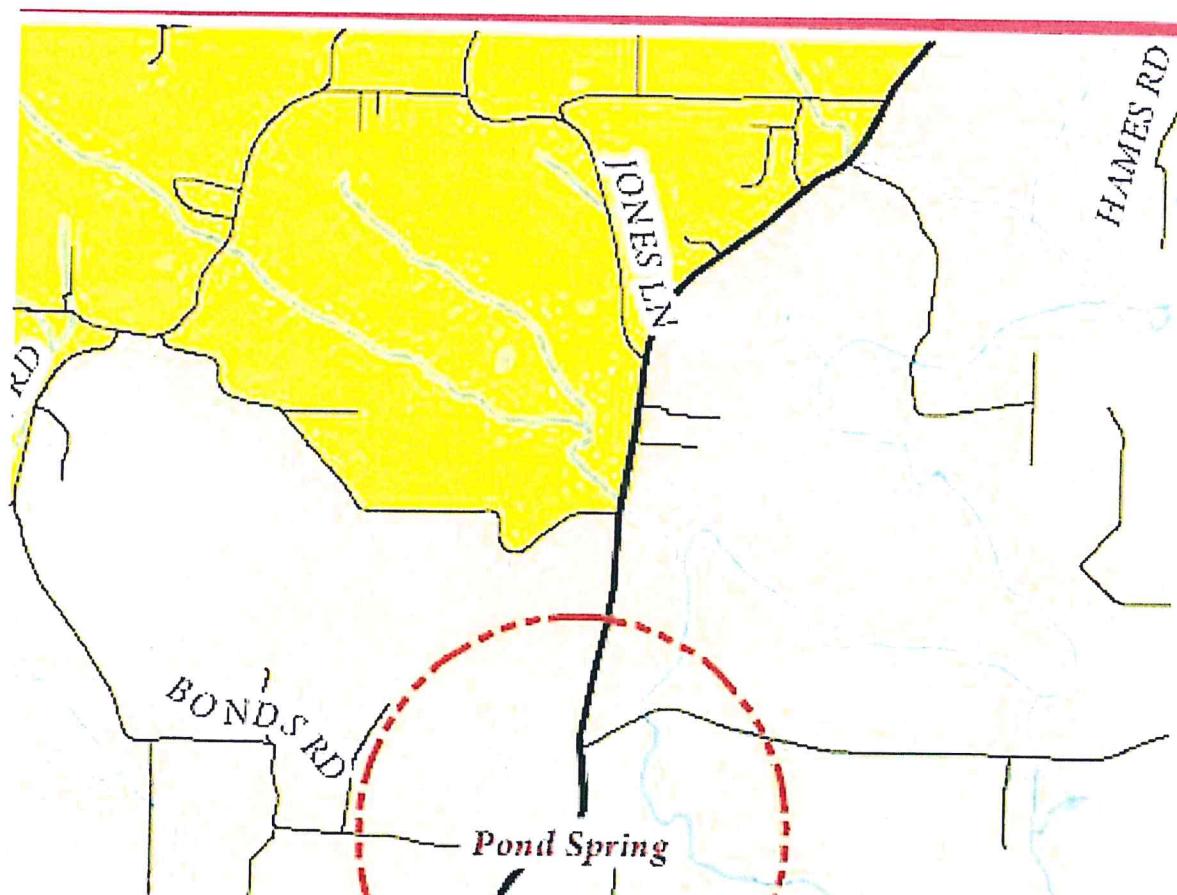
Projected Area:



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 | Fairytale Proper | Lookout Mountain Neighborhood | School |
| Airport | Gateway Corridor | Mall Village | Town Center |
| County Suburban | Greenspace / Conservation Area | Missionary Ridge Residential | Traditional Neighborhood |
| Downtown Business District | Historic Downtown | Mixed Use | |



Figure 51. Chamberlain Road, west of Lafayette

Rural Residential: LaFayette, Rossville, and Walker County

Description: A rural, mostly undeveloped lands consisting of large lots, open space, pastoral views, low pedestrian orientation, and a high degree of residential building separation. Residential building separation is greater than what exist in County Suburban Charter area. These locations may face development pressure for lower density subdivisions of one unit per one+ acres. Agricultural and forestry operations are more likely to be found dispersed among large lot residential property.

Suggested Development Strategy:

1. Permit and allow variances for conservation subdivisions designed to incorporate large amount of open space.
2. Allow limited commercial activities.
3. Preserve rural features and limit residential development to lot sizes of 1 to 5 acres (often designated as Residential-Agricultural or Agricultural Zoning Districts).
4. Whenever possible, connect to regional network of greenspace and trails available to pedestrians, bicyclists, and other non-vehicular means of transportation.
5. Limit the rate of water and sewer infrastructure expansion in a practical, responsible manner.
6. Resurface and repair roads when needed.

Land uses:

- Residential
- Agriculture/Forestry
- Parks/Recreation/Conservation

Key Word Objectives: Conservation, Agriculture, Forestry, Single family residential, Low-density development, Conservation subdivision, Trails

CONSIDERATION OF ZONING CRITERIA

1. **Existing land uses and zoning of nearby property:** The zoning of the nearby property is currently zoned A-1 (Agricultural)
2. **Suitability of the subject property for the zone purposed:** Yes
3. **Extent to which property values of the subject property are diminished by the particular zoning restrictions:** None
4. **Extent to which the destruction of property values of the subject property promotes the health, safety, morals or general welfare of the public:** None that we know of.
5. **Relative gain to the public as compared to the hardship imposed upon the individual property owner:** Would provide the owner with office space and possibly services to the public.
6. **Whether the subject property has reasonable economic use as currently zoned:** Yes
7. **Length of time the property has been vacant as zoned considered in the context of land development in the vicinity of the property:** The tax records show the property has been owned by J&E Pichardo since December 2023.
8. **Whether the proposed zoning will be a use that is suitable in view of the use and development of adjacent and nearby property:** Yes.
9. **Whether the proposed zoning will adversely affect the existing use or usability of adjacent or nearby property:** No
10. **Whether the zoning proposal is in conformity with the policies and intent of the Comprehensive Plan:** The Future Land Use Map shows Rural Residential.
11. **Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools:** Unknown.
12. **Whether there is other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal:** Requesting CN would allow for a more controlled use of the property instead of regular commercial zoning.

Sec. 22-147. Specific uses allowed.

(a) *Generally.*

- (1) *Definition and prescription.* This section defines and prescribes the specific uses allowed within each land use district.
- (2) *Accessory uses and structures.* Accessory uses and structures are allowed in any land use district in connection with any lawfully existing principal use. All accessory structures or uses shall meet the requirements for the land use district in which the structure or use is located as provided in division 3 of this article pertaining to site development standards.
- (3) *Interpretation of use regulations.* Whenever a use is not specifically mentioned in subsection (b) of this section, the Director of Planning shall make a determination as to whether the proposed use is of the same general type as the uses specifically allowed in the land use district. In making such a determination, the Planning Director shall be guided by the goals, objectives and policies of the County Comprehensive Plan and this section.

(b) *Types.*

(1) *Residential.*

- a. The residential use category includes single-family dwellings, accessory apartments, multifamily dwellings in a variety of housing types, modular and manufactured housing, manufactured home parks, family residential care homes, and community residential care homes, but specifically excludes trailers. (Recreational vehicle parks are considered commercial uses).
- b. While land may be designated for residential use, it does not follow that any housing type (single-family, apartment, townhouse, etc.) is allowed. Certain areas are limited to 1 or more housing types in order to preserve the established character of the area. Refer to the table of dwelling unit types set forth in section 22-149.
- c. Within an R-1 Residential District, the following additional requirements must be followed:
 1. Accessory buildings may be constructed, provided such shall be permitted only in a rear yard and shall not be less than 15 feet from the side and rear property lines. An accessory building may not be built on a vacant lot.
 2. No trailer, semi-trailer, truck bed, truck trailer, travel trailer, recreational vehicle, mobile home, or parts of any of the foregoing, regardless of whether movable or immovable, shall be used as a storage building.
 3. If property is located within an established subdivision, then any new construction of single-family residential structures must fit with the size and character of the existing homes.
 4. No person shall reside in a recreational vehicle on a subdivision lot for more than 7 days and must be able to provide proof of proper sewage disposal at an approved facility upon request.
 5. Vehicles with more than 2 axles are prohibited, except for residents of the subdivision, in which case the owner may park no more than 1 on his private property. Through traffic of vehicles with more than 2 axles is prohibited, except for garbage trucks, utility trucks for maintenance and repair of utilities, and trucks being used for moving in or out of a residence.

6. All junk vehicles must be out of sight from the County Road right-of-way, either located inside a garage, storage building, under a tarp, etc., and may not pose a threat to public health or safety even when not visible from the street.

(2) *Institutional*. This type of use includes educational facilities (public or private), preschool and day care facilities (public or private), churches, cemeteries without funeral homes, nursing home facilities, institutional residential homes and all other similar institutional uses.

(3) *Outdoor recreational*. These uses include areas for outdoor recreational activities such as picnicking, jogging, and cycling (non-motorized), arboretums, hiking, golf courses, playgrounds, ball fields, outdoor ball courts, stables, outdoor swimming pools and water-related or water-dependent uses, whether public or private. Specifically excluded from this group of uses are firing ranges, miniature golf courses, racetracks and similar recreational or quasi-recreational activities that are more intensive than the allowable outdoor recreational uses described.

(4) *Professional services and offices*. This group of uses includes business and professional offices, examples are medical offices or clinic's, but specifically excludes methadone clinics, and those types related to drug treatment facilities in the unincorporated areas of Walker County. Government offices, financial institutions without a drive-up facility, and personal service business where the service is performed on an individual-to-individual basis as opposed to services which are performed on objects or personal property. Examples of personal service business are barber shops, beauty shops, or photography studios. This group of uses may include a dispatching/communications/office center for the distribution of goods, but specifically excludes the warehousing or actual distribution of goods.

(5) *Neighborhood commercial*. This group of use includes limited commercial activities of a convenience nature and professional offices predominantly serving residential neighborhoods within a two-mile radius. Examples include the following specific uses, and all substantially similar types of uses:

- a. Convenience commercial retail establishments, including convenience stores, gasoline sales and service, combination gasoline sales and food marts and similar facilities.
- b. Professional and office uses listed in subsection (b)(4) of this section.
- c. Restaurants with drive-up and/or walk-up facilities.
- d. Roadside produce stands, temporary or permanent.
- e. Animal care facilities including veterinary clinics, kennels or other animal boarding facilities with no outdoor runs. Kennels include the commercial raising, breeding, and boarding of dogs. Requirements in section 22-154 must be met.

(6) *General commercial*. A wide variety of general commercial, commercial recreational, entertainment and related activities is included in this group of uses. All uses are subject to approval by authorities involved in the type of development or use proposed, such as Environmental Health Services, Emergency Services, Georgia DOT, etc. Examples include professional and office uses listed in subsection (b)(4) of this section, as well as the following specific uses, and all substantially similar types of uses:

- a. Arcades, billiards/pool parlors, bowling alleys, indoor recreation centers, indoor firing and shooting ranges (however, must meet the requirements in section 22-155), and gymnasiums/spas/health clubs.
- b. Community centers and fraternal lodges.
- c. Commercial or trade schools, such as dance and martial arts studios.
- d. Department stores and other retail sales stores, such as shoe stores, clothing stores, pharmacies, florists, and bookstores.

- e. Farm and garden supplies, building supplies, vehicle parts and accessories.
- f. Financial institutions with drive-up facilities.
- g. Flea markets or similar outdoor or indoor/outdoor sales complexes. All merchandise outside must be stored inside an approved enclosed secured structure from dusk till dawn, excluding 7 day or less annual event yard sales.
- h. Funeral homes, cemeteries and mortuaries.
- i. Gasoline sales and service, combination gasoline sales and food marts and similar facilities.
- j. Grocery stores, supermarkets and specialty food stores (such as meat markets and bakeries).
- k. Hospitals.
- l. Hotels, motels, or bed and breakfasts.
- m. Marinas.
- n. Miniature golf, and golf driving ranges.
- c. Outdoor areas, rodeo grounds, livestock auction facilities, racetracks (i.e., auto, dog, go-kart, horse, motorcycle), and similar activities. However, must meet the requirements in section 22-155.
- p. Plant nurseries.
- q. Recreational vehicle and travel trailer parks. However, must meet the requirements in section 22-151.
- r. Restaurants (standard sit-down, high turnover sit-down and restaurants with drive-up facilities).
- s. Roadside produce stands, temporary or permanent.
- t. Service businesses, such as blueprint, printing, catering, tailoring, travel agencies, upholstery shops, laundries/dry cleaners and light mechanical repair stores (such as camera, TV or bicycle repair shops).
- u. Shopping centers.
- v. Storage yards for equipment, machinery and supplies for building and trade contractors, and garbage haulers.
- w. Taverns, bars, lounges, nightclubs, and dancehalls.
- x. Theaters and auditoriums.
- y. Vehicle sales, rental, service and repair, including truck stops, body shops, road services, car wash facilities and the sale, rental, repair and service of new or used automobiles, boats, buses, farm equipment, motorcycles, trucks, recreational vehicles and mobile homes.
- z. Animal care facilities including animal hospitals, veterinary clinics, kennels or other animal boarding facilities. Kennels include the commercial raising, breeding, and boarding of dogs. However, must meet the requirements in section 22-154.

(7) *Public service.* This group of activities includes those uses which provide essential or important public services and utilities. Uses include the following, and substantially similar activities, based upon similarity of characteristics:

- a. Broadcasting stations, and transmission towers.

- b. Emergency service activities, such as buildings, garages, parking and/or dispatch centers for ambulances, fire, police and rescue, but specifically excluding maintenance of service vehicles.
- c. Liquefied propane (LP) gas storage and/or distribution facility for up to 1,000 gallons. An LP gas storage and/or distribution facility for over 1,000 gallons is an industrial use.
- d. Maintenance facilities and storage yards for schools, government agencies and telephone and cable companies.
- e. Utility facilities, such as water plants, wastewater treatment plants, and electricity substations.

(8) *Utility.* Utility uses include essential utility facilities, such as utility rights-of-way, electricity substations serving less than 230 kilovolts (KV) and associated with the local distribution of electricity, and private water and wastewater treatment plants, provided that they are for the sole use of the particular private development and are not intended to serve a subregional or regional system.

(9) *General agricultural.*

- a. Agricultural uses include croplands, pastures, aquaculture, feedlots and buildings which are accessory to these agricultural uses. This category of uses does not include processing or distribution plants for agricultural products and supplies.
- b. Low density residential use is allowed (refer to the table of allowable uses set forth in section 22-148).
- c. Indoor and outdoor firing ranges; however, must meet the requirements in section 22-155.
- d. Animal care facilities including animal hospitals, veterinary clinics, kennels or other animal boarding facilities. Kennels include the commercial raising, breeding, and boarding of dogs. However, must meet the requirements in section 22-154.
- e. Commercial livestock uses (including riding stables and schools) when located on lands of 10 acres or more, provided that if the property adjoins a residential area, the stable must have a minimum of 400 feet of buffer between the residential property line and the nearest stable area.
- f. Bed and breakfast designed to fit in with the existing homes in the area. Must conform to the existing character of the surrounding area and meet requirements of the Walker County Environmental Health Services. Bed and breakfast establishments cannot be designed to share a private drive with another any other dwelling.
- g. Recreational vehicle, travel trailer parks and campgrounds. However, must meet the requirements in section 22-151.
- h. Retail selling of products raised on the premises shall be considered a permissible activity, provided that space necessary for the parking of customers' vehicles shall be provided off the public rights-of-way.
- i. Vineyards, farm wineries (locations for the production of wine) that are located on the same property as the vineyard and are suitable for the area. Large wine production or processing facilities that are of a commercial or industrial nature are not suitable for the Agricultural Zoning District. Farm wineries must meet all requirements of section 4-209, brewpubs and farm wineries.

(10) *Low intensity agricultural.* Low intensity agricultural uses include croplands, pastures, aquaculture, plant nurseries and buildings which are accessory to these agricultural uses. This category of uses does not include feedlots, poultry, hog and dairy operations, and processing or distribution plants for agricultural products and supplies. Low density residential use is allowed.

(11) *Silvicultural*. Silvicultural uses include forestry and buildings which are accessory to this use. Low density residential use is allowed.

(12) *Industrial*. This type of use includes those wholesale and retail businesses for manufacturing, processing, storing or distributing goods. Included in this category are uses which require primarily outdoor storage or the industrial activity itself is conducted outdoors. Such uses include, for example, LP gas storage and/or distribution, junkyards or salvage yards, waste-to-energy incinerators, recycling centers, landfills, hazardous waste collection and handling centers.

(13) *Mining*. The types of uses in this group include borrow pits, surface mining, rock quarries, strip mining and any extraction activity. Buildings and businesses for the refinement, processing, packaging and transportation of extracted materials are included in this group of uses.

(Code 2005, § 34-234; Ord. of 7-20-1994, § 3.03; Ord. of 5-1998(1), § 303(8); Ord. of 1-29-2009(4); Ord. of 3-3-2011(1), § 34-234; Ord. of 10-18-2012(1); Ord. of 8-1-2013(2))

Sec. 22-148. Allowable and prohibited uses.

Allowable uses within each land use district are as follows:

| Land Use | Land Use District | | | | | | |
|---------------------------------|-------------------|--|--|--|--|-----|----|
| | A-1 | | | | | C-1 | CN |
| Residential | A | | | | | P | A |
| Institutional | A | | | | | A | A |
| Outdoor recreational | A | | | | | A | A |
| Professional service and office | P | | | | | A | A |
| Neighborhood commercial | A | | | | | A | A |
| General commercial | P | | | | | A | P |
| Public service | A | | | | | A | A |
| Utilities | A | | | | | A | A |
| Low intensity agriculture | A | | | | | P | P |
| General agriculture | A | | | | | P | P |
| Silvicultural | A | | | | | P | P |
| Industrial | P | | | | | P | P |
| Mining | A | | | | | P | P |

Notes:

A—Allowed use, must meet all applicable development and compatibility standards.
P—Prohibited use

(Code 2005, § 34-235; Ord. of 7-20-1994, § 3.04; Ord. of 1-29-2009(2), § 34-235)



RESOLUTION R-026-24

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF WALKER COUNTY TO ADOPT A MILLAGE RATE FOR THE UNINCORPORATED AND INCORPORATED AREAS OF WALKER COUNTY, GEORGIA

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

WHEREAS, pursuant to the authority vested in the Board and it appearing that the total property subject to levy for maintenance and operation after allowance for the exempt deductions is \$1,803,293,481 for the unincorporated area of Walker County and \$678,090,868 for the incorporated areas of Walker County;

THEREFORE, BE IT RESOLVED that the Board of Commissioners of Walker County, Georgia, being duly elected, hereby levy taxes and fix rates as follows:

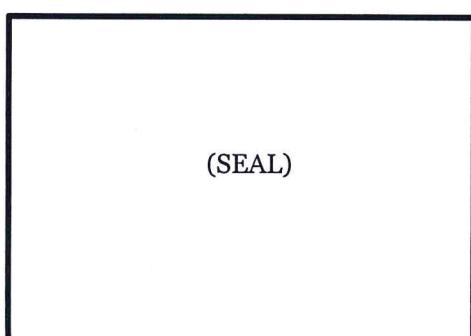
| <u>Descriptions</u> | <u>BUDGETED</u> | | <u>FINAL DIGEST</u> | |
|-----------------------|-----------------|--------------------|---------------------|--------------------|
| | <u>MIL RATE</u> | <u>AMOUNT</u> | <u>MIL RATE</u> | <u>AMOUNT</u> |
| UNINCORPORATED | | | | |
| GROSS | 9.337 | 16,837,351 | 9.337 | 16,837,351 |
| INSURANCE ROLLBACK | -1.699 | (3,063,796) | -1.699 | (3,063,796) |
| SALES TAX ROLLBACK | <u>-2.31</u> | <u>(4,165,608)</u> | <u>-2.31</u> | <u>(4,165,608)</u> |
| NET | 5.328 | 9,607,948 | 5.328 | 9,607,948 |
| INCORPORATED | | | | |
| GROSS | 9.337 | 6,331,334 | 9.337 | 6,331,334 |
| SALES TAX ROLLBACK | <u>-2.310</u> | <u>(1,566,390)</u> | <u>-2.310</u> | <u>(1,566,390)</u> |
| NET | 7.027 | 4,764,944 | 7.027 | 4,764,944 |

SO APPROVED AND ADOPTED this 22nd day of August, 2024.

ATTEST:

WALKER COUNTY, GEORGIA

Whitney Summey, Deputy Clerk



(SEAL)

SHANNON K. WHITFIELD, Chairman

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

PT-32.1 - Computation of MILLAGE RATE ROLLBACK AND PERCENTAGE INCREASE IN PROPERTY TAXES - 2024COUNTY: **WALKER** TAXING JURISDICTION: **COUNTY-UNINCORPORATED****ENTER VALUES AND MILLAGE RATES FOR THE APPLICABLE TAX YEARS IN YELLOW HIGHLIGHTED BOXES BELOW**

| DESCRIPTION | 2023 DIGEST | REASSESSMENT OF EXISTING REAL PROP | OTHER CHANGES TO TAXABLE DIGEST | 2024 DIGEST |
|------------------|---------------|------------------------------------|---------------------------------|---------------|
| REAL | 1,922,841,690 | 128,058,767 | 87,430,500 | 2,138,330,957 |
| PERSONAL | 86,612,193 | | (1,273,111) | 85,339,082 |
| MOTOR VEHICLES | 17,783,850 | | (657,900) | 17,125,950 |
| MOBILE HOMES | 18,799,169 | | (90,231) | 18,708,938 |
| TIMBER -100% | 831,100 | | (503,946) | 327,154 |
| HEAVY DUTY EQUIP | | | 0 | |
| GROSS DIGEST | 2,046,868,002 | 128,058,767 | 84,905,312 | 2,259,832,081 |
| EXEMPTIONS | 385,364,710 | | 71,173,890 | 456,538,600 |
| NET DIGEST | 1,661,503,292 | 128,058,767 | 13,731,422 | 1,803,293,481 |
| | (PYD) | (RVA) | (NAG) | (CYD) |

2023 MILLAGE RATE: **5.735**

2024 MILLAGE RATE:

CALCULATION OF ROLLBACK RATE

| DESCRIPTION | ABBREVIATION | AMOUNT | FORMULA |
|--|---------------------------|---------------|-----------------|
| 2023 Net Digest | PYD | 1,661,503,292 | |
| Net Value Added-Reassessment of Existing Real Property | RVA | 128,058,767 | |
| Other Net Changes to Taxable Digest | NAG | 13,731,422 | |
| 2024 Net Digest | CYD | 1,803,293,481 | (PYD+RVA+NAG) |
| 2023 Millage Rate | PYM | 5.735 | PYM |
| Millage Equivalent of Reassessed Value Added | ME | 0.407 | (RVA/CYD) * PYM |
| Rollback Millage Rate for 2024 | RR - ROLLBACK RATE | 5.328 | PYM - ME |

CALCULATION OF PERCENTAGE INCREASE IN PROPERTY TAXES

| | | |
|--|--------------------------------|-----------------|
| If the 2024 Proposed Millage Rate for this Taxing Jurisdiction exceeds Rollback Millage Rate computed above, this section will automatically calculate the amount of increase in property taxes that is part of the notice required in O.C.G.A. § 48-5-32.1(c) (2) | Rollback Millage Rate | 5.328 |
| | 2024 Millage Rate | |
| | Percentage Tax Increase | -100.00% |

CERTIFICATIONS

I hereby certify that the amount indicated above is an accurate accounting of the total net assessed value added by the reassessment of existing real property for the tax year for which this rollback millage rate is being computed.

Chairman, Board of Tax Assessors

Date

I hereby certify that the values shown above are an accurate representation of the digest values and exemption amounts for the applicable tax years.

Tax Collector or Tax Commissioner

Date

I hereby certify that the above is a true and correct computation of the rollback millage rate in accordance with O.C.G.A. § 48-5-32.1 for the taxing jurisdiction for tax year 2024 and that the final millage rate set by the authority of this taxing jurisdiction for tax year 2024 is _____

CHECK THE APPROPRIATE PARAGRAPH BELOW THAT APPLIES TO THIS TAXING JURISDICTION

If the final millage rate set by the authority of the taxing jurisdiction for tax year 2024 exceeds the rollback rate, I certify that the required advertisements, notices, and public hearings have been conducted in accordance with O.C.G.A. §§ 48-5-32 and 48-5-32.1 as evidenced by the attached copies of the published "five year history and current digest" advertisement and the "Notice of Intent to Increase Taxes" showing the times and places when and where the required public hearings were held, and a copy of the press release provided to the local media.

If the final millage rate set by the authority of the taxing jurisdiction for tax year 2024 does not exceed the rollback rate, I certify that the required "five year history and current digest" advertisement has been published in accordance with O.C.G.A. § 48-5-32 as evidenced by the attached copy of such advertised report.

Responsible Party Title Date

PT-32.1 - Computation of MILLAGE RATE ROLLBACK AND PERCENTAGE INCREASE IN PROPERTY TAXES - 2024COUNTY: **WALKER** TAXING JURISDICTION: **COUNTY-INCORPORATED****ENTER VALUES AND MILLAGE RATES FOR THE APPLICABLE TAX YEARS IN YELLOW HIGHLIGHTED BOXES BELOW**

| DESCRIPTION | 2023 DIGEST | REASSESSMENT OF EXISTING REAL PROP | OTHER CHANGES TO TAXABLE DIGEST | 2024 DIGEST |
|------------------|--------------|------------------------------------|---------------------------------|--------------|
| REAL | 592,439,116 | 33,345,801 | 10,190,206 | 635,975,123 |
| PERSONAL | 116,781,389 | | 16,745,360 | 133,526,749 |
| MOTOR VEHICLES | 2,641,710 | | (127,630) | 2,514,080 |
| MOBILE HOMES | 162,923 | | (22,035) | 140,888 |
| TIMBER -100% | | | 0 | |
| HEAVY DUTY EQUIP | | | 0 | |
| GROSS DIGEST | 712,025,138 | 33,345,801 | 26,785,901 | 772,156,840 |
| EXEMPTIONS | 94,522,268 | | (456,296) | 94,065,972 |
| NET DIGEST | 617,502,870 | 33,345,801 | 27,242,197 | 678,090,868 |
| | (PYD) | (RVA) | (NAG) | (CYD) |

2023 MILLAGE RATE: **7.390**

2024 MILLAGE RATE:

CALCULATION OF ROLLBACK RATE

| DESCRIPTION | ABBREVIATION | AMOUNT | FORMULA |
|--|---------------------------|--------------|-----------------|
| 2023 Net Digest | PYD | 617,502,870 | |
| Net Value Added-Reassessment of Existing Real Property | RVA | 33,345,801 | |
| Other Net Changes to Taxable Digest | NAG | 27,242,197 | |
| 2024 Net Digest | CYD | 678,090,868 | (PYD+RVA+NAG) |
| 2023 Millage Rate | PYM | 7.390 | PYM |
| Millage Equivalent of Reassessed Value Added | ME | 0.363 | (RVA/CYD) * PYM |
| Rollback Millage Rate for 2024 | RR - ROLLBACK RATE | 7.027 | PYM - ME |

CALCULATION OF PERCENTAGE INCREASE IN PROPERTY TAXES

| | | |
|--|--------------------------------|-----------------|
| If the 2024 Proposed Millage Rate for this Taxing Jurisdiction exceeds Rollback Millage Rate | Rollback Millage Rate | 7.027 |
| computed above, this section will automatically calculate the amount of increase in property | 2024 Millage Rate | |
| taxes that is part of the notice required in O.C.G.A. § 48-5-32.1(c) (2) | Percentage Tax Increase | -100.00% |

CERTIFICATIONS

I hereby certify that the amount indicated above is an accurate accounting of the total net assessed value added by the reassessment of existing real property for the tax year for which this rollback millage rate is being computed.

Chairman, Board of Tax Assessors

Date

I hereby certify that the values shown above are an accurate representation of the digest values and exemption amounts for the applicable tax years.

Tax Collector or Tax Commissioner

Date

I hereby certify that the above is a true and correct computation of the rollback millage rate in accordance with O.C.G.A. § 48-5-32.1 for the taxing jurisdiction for tax year 2024 and that the final millage rate set by the authority of this taxing jurisdiction for tax year 2024 is _____

CHECK THE APPROPRIATE PARAGRAPH BELOW THAT APPLIES TO THIS TAXING JURISDICTION

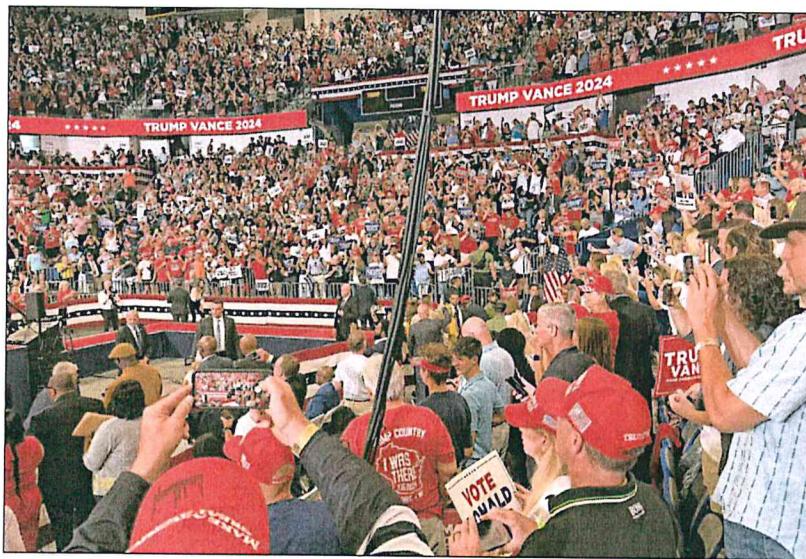
If the final millage rate set by the authority of the taxing jurisdiction for tax year 2024 exceeds the rollback rate, I certify that the required advertisements, notices, and public hearings have been conducted in accordance with O.C.G.A. §§ 48-5-32 and 48-5-32.1 as evidenced by the attached copies of the published "five year history and current digest" advertisement and the "Notice of Intent to Increase Taxes" showing the times and places when and where the required public hearings were held, and a copy of the press release provided to the local media.

If the final millage rate set by the authority of the taxing jurisdiction for tax year 2024 does not exceed the rollback rate, I certify that the required "five year history and current digest" advertisement has been published in accordance with O.C.G.A. § 48-5-32 as evidenced by the attached copy of such advertised report.

Responsible Party

Title

Date



Denise Burns of Catoosa County, in the bleachers with a friend, said former President Donald Trump and vice presidential candidate JD Vance energized the crowd at their rally in Atlanta.

NW Georgia GOP 'energized' after Trump's rally in Atlanta

From Staff and Capitol Beat Reports

Northwest Georgia Republicans who traveled to former President Donald Trump's rally in Atlanta on Saturday, Aug. 3, came back feeling refreshed.

"It was a very high energy event," said Denise Burns of Catoosa County, who went with a friend who'd never been to a Trump rally before. The crowd was "really pumped," she said, and Trump's running

mate Sen. JD Vance of Ohio seemed to be a big draw.

"Trump understood trade at a different level than most Republican presidents in my lifetime and

Vance dovetails with that nicely," said Burns, who chairs the GA-14 congressional district GOP. "He's a logical guy, pretty intelligent, and he lays out a case, economically, for a shift back to less government regulation."

Jackie Harling, chairwoman of the Walker County GOP who went with a friend from Ringgold, also said she was impressed with Vance's intelligence and presentation. She said the 2 1/2-hour drive was not the longest trip she's made to a rally, but this one was something special.

"Trump rallies are like rock concerts. I've never had a bad time. But I've never felt so energized before," Harling said. "People were pounding the chairs. The whole place was rumbling."

In a rousing 90-minute speech to cheering supporters, Trump attacked Vice President Kamala Harris, his Democratic opponent, while criticizing Gov. Brian Kemp for refusing to overturn Georgia's 2020 presidential results.

He assailed Harris as a "California socialist" who has failed to secure America's borders in her role as

the White House's "border czar."

"Ninety-four days from now, we're going to win the great state of Georgia in an epic landslide," Trump declared during the rally at the Georgia State University Convocation Center, the same venue where Harris had led a rally four days earlier. "We're going to evict this radical incompetent administration from the White House."

Seizing upon the immigration issue, Trump pledged to make the nation's borders secure again, as they were when he was president.

"On Day One, we will seal the border, stop the invasion, and send the illegal aliens back home," he said.

Trump also addressed violent crime in Georgia and America, a key theme of his campaign ads, and tied it to illegal immigration. Specifically, he cited the murder last February of Laken Riley, a 22-year-old nursing student who was killed while jogging on the University of Georgia campus in Athens. A 26-year-old Venezuelan man allegedly in the country illegally has been charged with the crime.

"Kamala Harris let in a savage monster who murdered Laken Riley," Trump said. "Laken's blood is on Kamala Harris' hands."

Trump also criticized fellow Republican Kemp for refusing to call a special session of the General Assembly to address allegations of election fraud after Democrat Joe Biden narrowly defeated Trump in Georgia four years ago. Dozens of court rulings in Georgia and other states found no widespread fraud.

At the rally Trump accused Kemp of being disloyal after then-President Trump endorsed Kemp in his first run for governor in 2018.

The former president also went after GOV. Secretary of State Brad Raffensperger, who refused to help Trump "find" 11,780 votes in an infamous phone call early in

January 2021.

"The two of them are doing everything possible to make 2024 difficult for Republicans to win," Trump said.

Vance preceded him to the podium, echoing Republican campaign ads attacking Harris as too liberal to appeal to American voters.

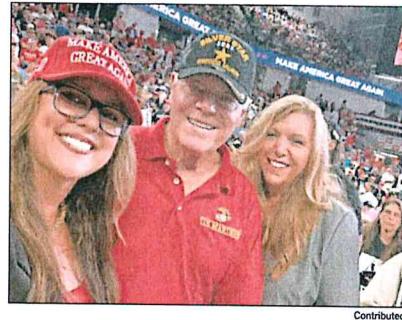
"America is never going to elect a San Francisco liberal who is so far out of the mainstream," Vance said.

The Democratic National Committee put out a press release in advance of the rally accusing the Trump-Vance ticket of pushing an "extreme agenda" that voters will see through.

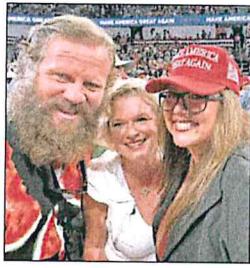
"Vice President Kamala Harris is the only candidate in this race who is prioritizing Georgia's working families and fighting to restore Georgians' reproductive freedom in the wake of a draconian abortion ban only made possible by Trump," DNC spokesperson Cameron Niven said.

It looks like voters will get a chance to compare the two candidates on the same stage. While final details have yet to be worked out, Trump said he is open to debating Harris.

Times-Journal staff contributed to this report by Dave Williams, Capitol Beat News Service bureau chief.



Contributed
Walker County GOP Chairwoman Jackie Harling (from left) takes a selfie with Donnie Kimball of Chattanooga County and Julie Adams, a Fulton County Board of Elections member, at the Trump rally in Atlanta Saturday.



Contributed
Ben Hendrick (from left) of Chattanooga County and DeKalb County GOP Chair Marci McCarthy pose with Jackie Harling before former President Donald Trump's speech in downtown Atlanta.

♦

Contributed

Edward Jones

Ty M Willeford, AAMS™
Financial Advisor



503 North Main Street
Lafayette, GA 30728
706-638-6673

> edwardjones.com



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hearth
HOSPICE

NOTICE

The Walker County Board of Commissioners does hereby announce that the millage rate will be set at a meeting to be held at Walker County Courthouse Annex III at 201 South Main Street, LaFayette, GA on August 22, 2024 at 6:30 p.m. and pursuant to the requirements of O.C.G.A. Section 48-5-32 does hereby publish the following presentation of the current year's tax digest and levy along with the history of the tax digest and levy for the past five years.

CURRENT 2024 TAX DIGEST AND 5 YEAR HISTORY OF LEVY

| UNINCORPORATED | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 |
|--|---------------|---------------|---------------|---------------|---------------|---------------|
| Real & Personal | 1,052,243,528 | 1,072,396,612 | 1,229,566,542 | 1,516,759,995 | 2,009,466,064 | 2,223,670,039 |
| Motor Vehicles | 28,334,940 | 12,239,790 | 19,635,570 | 17,634,430 | 17,783,850 | 17,125,950 |
| Mobile Homes | 12,940,052 | 14,624,676 | 15,058,127 | 17,136,251 | 18,799,169 | 18,708,938 |
| Timber - 100% | 464,867 | 492,716 | 370,864 | 535,539 | 831,100 | 327,154 |
| Heavy Duty Equipment | | | | | | |
| Gross Digest | 1,093,983,387 | 1,099,753,694 | 1,264,531,103 | 1,552,066,215 | 2,046,880,183 | 2,259,832,081 |
| Less M & O Exemptions | 196,992,831 | 189,663,179 | 210,971,496 | 260,012,535 | 387,682,529 | 456,538,600 |
| Net M & O Digest | 896,990,556 | 910,090,515 | 1,053,559,607 | 1,292,053,680 | 1,659,197,654 | 1,803,293,481 |
| State Forest Land Assistance Grant Value | | | | | | |
| Adjusted Net M&O Digest | 896,990,556 | 910,090,515 | 1,053,559,607 | 1,292,053,680 | 1,659,197,654 | 1,803,293,481 |
| Gross M&O Millage | 16,096 | 16,157 | 14,970 | 12,601 | 9,853 | 9,337 |
| Less Millage Rate Rollbacks | 6,274 | 6,870 | 6,657 | 5,773 | 4,118 | 4,009 |
| Net M&O Millage Rate | 9,822 | 9,287 | 8,313 | 6,828 | 5,735 | 5,328 |
| Net Taxes Levied | \$8,810,241 | \$8,452,011 | \$8,758,241 | \$8,822,530 | \$9,515,499 | \$9,607,948 |
| INCORPORATED | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 |
| Real & Personal | 462,480,369 | 478,967,634 | 503,680,706 | 608,994,809 | 709,220,520 | 769,501,872 |
| Motor Vehicles | 4,823,570 | 1,875,810 | 2,996,550 | 2,681,480 | 2,641,710 | 2,514,080 |
| Mobile Homes | 122,189 | 142,385 | 197,195 | 192,256 | 162,923 | 140,888 |
| Timber - 100% | 8,500 | 22,775 | 0 | 0 | 0 | 0 |
| Heavy Duty Equipment | 0 | 0 | 0 | 0 | 0 | 0 |
| Gross Digest | 467,434,628 | 481,008,604 | 506,874,451 | 611,868,545 | 712,025,153 | 772,156,840 |
| Less M & O Exemptions | 60,339,478 | 54,992,743 | 61,032,030 | 81,796,807 | 95,063,326 | 94,065,972 |
| Net M & O Digest | \$407,095,150 | \$426,015,861 | \$445,842,421 | \$530,071,738 | \$616,961,827 | \$678,090,868 |
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| Net M&O Millage Rate | 13,293 | 13,275 | 11,963 | 9,921 | 7,390 | 7,027 |
| Net Taxes Levied | \$5,411,516 | \$5,655,361 | \$5,333,613 | \$5,259,001 | \$4,559,348 | \$4,764,945 |
| TOTAL COUNTY | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 |
| Total County Value | 1,304,085,706 | 1,336,106,376 | 1,498,402,028 | 1,822,125,418 | 2,276,159,481 | 2,481,384,349 |
| Total County Taxes Levied | \$14,221,757 | \$14,107,371 | \$14,091,854 | \$14,081,531 | \$14,074,847 | \$14,372,892 |
| Net Taxes % Increase | \$ (14,386) | \$ (15,517) | \$ (10,323) | \$ (6,684) | \$ 298,045 | \$ 2,12% |

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NOTICE

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| Net Taxes \$ Increase | \$ (114,386) | \$ (15,517) | \$ (10,323) | \$ (6,684) | \$ 298,045 | |
| Net Taxes % Increase | -0.80% | -0.11% | -0.07% | -0.05% | 2.12% | |



RESOLUTION R-027-24

**A RESOLUTION OF THE WALKER COUNTY BOARD OF COMMISSIONERS TO
ACCEPT THE TERMS AND CONDITIONS OF THE GEORGIA DEPARTMENT OF
NATURAL RESOURCES LAND AND WATER CONSERVANTION FUND GRANT
PROGRAM; AND FOR OTHER LAWFUL PURPOSES**

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

WHEREAS, the Board authorized Walker County’s application for grant funding for a project to construct a playground expansion and two pickle ball courts at Walker Rocks Park behind the Walker County Civic Center in Rock Spring; and

WHEREAS, Walker County has been awarded a \$566,000 grant for the project from the Georgia Department of Natural Resources Land and Water Conservation Fund; and

WHEREAS, the Board agreed to provide the required 50% (percent) match on May 11, 2023 as part of Resolution R-022-23.

WHEREAS, the funding remains an offer until Walker County accepts and executes the terms and conditions of the grant agreement;

THEREFORE BE IT RESOLVED, that the Board of Commissioners of Walker County, Georgia does hereby authorize the Chair to sign and execute the grant agreement and take the necessary steps to implement and perform the purposes of this recreational project;

SO RESOLVED AND ADOPTED this 22nd day of August, 2024.

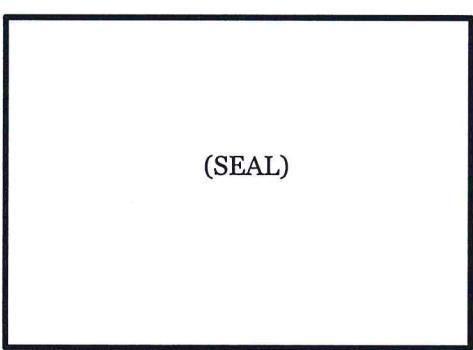
ATTEST:

WALKER COUNTY, GEORGIA

Whitney Summey, Deputy Clerk

SHANNON K. WHITFIELD, Chairman

(SEAL)



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



August 7, 2024

Chairman Shannon Whitfield
Walker County
101 S Duke Street
LaFayette, Georgia 30728

RE: Land and Water Conservation Fund Grant
Project Name: Walker Rocks Park- phase 3
Project Number: P24AP01281/13-01093

Dear Chairman Whitfield:

We have received official notification from the U.S. Department of the Interior-National Park Service that your Land and Water Conservation Fund (LWCF) project has been approved. Attached is a copy of the project agreement containing the specific terms of the grant. Please note that Build America, Buy America language is included in the general provisions and must be adhered to.

After reviewing the grant agreement, please do the following:

- have the local governing body pass and certify a resolution accepting the terms of the grant,
- secure the appropriate signature on both copies of the agreement, and
- return both originals along with the resolution and certification to our office for processing. Upon full execution, an original will be returned to you for your files.

Prior to starting any portion of this LWCF project, someone from your office will need to attend a one-on-one fiscal work session either in person or via Zoom. Topics to be covered include grants management, record-keeping procedures, and compliance with state and federal guidelines. Please contact Julianne Carroll to schedule your work session. She can be reached at Julianne.Carroll@dnr.ga.gov or 404.463.8393.

We look forward to working closely with you and your staff to see this project come to fruition after the long wait. If you should have any questions as we move through the grant process, please call me at 404.463.8629.

Sincerely,

A handwritten signature in black ink, appearing to read "Antoinette Norfleet".

Antoinette Norfleet
Grants Program Manager

Enclosure
cc: Joe Legge, Walker County

**DEPARTMENT OF NATURAL RESOURCES
LAND AND WATER CONSERVATION FUND PROJECT AGREEMENT**

Applicant (State Agency/City/County/Commission/Authority): Walker County Project Number: LWCF(FBMS) **13-01093 (P24AP01281)**

Project Title: ***Walker Rocks Park- phase 3***

Project Period:

Date of Approval (signature date on next page) thru ***December 31, 2026***

Project Stage Covered by this Agreement: Entire Project

Project Scope (Description of Project):

This project will construct additional outdoor recreation facilities within Walker Rocks Park in Rock Springs, Georgia by Walker County to include:

- 1) Construction of 2 pickleball courts and
- 2) Expansion of existing playground

By execution of this Project Agreement, the Applicant agrees to comply with the following regulations, policies, guidelines, and requirements, as applicable to this project:

1. Georgia Department of Natural Resources Land and Water Conservation Fund Project Agreement General Provisions (attached pages 3-20)
2. LWCF State Assistance Program Manual v72
3. Project Application and Attachments
4. 2 CFR Part 200
5. 36 CFR Part 59

Total Project Cost: \$ 566,000.00
Grant Amount: \$ 283,000.00

(Grant amount not to exceed 50% of Total)

The Department of Natural Resources, represented by the Commissioner of the Department of Natural Resources or his lawfully designated representative, and the Applicant named above hereinafter referred to as the Applicant, mutually agree to perform this Agreement in accordance with the Land and Water Conservation Fund Act, the LWCF State Assistance Program Manual, and the terms, promises, conditions, plans, specifications, estimates, procedures, project proposals, maps, assurances, and certifications attached hereto or retained by the Applicant and hereby made a part hereof.

The Department of Natural Resources promises, in consideration of the promises made by the Applicant herein, to obligate to the Applicant the amount of money referred to above, and to tender to the Applicant that portion of the obligation which is required to pay the Department's share of the costs of the above project stage, based upon the above percentage of assistance. The Applicant hereby promises, in consideration of the promises made by the Department herein, to execute the project described above in accordance with the terms of this Agreement.

The following **special project terms** and conditions were added to this Agreement before it was signed by the parties hereto:

None.

In witness whereof, the parties have executed this Agreement as of the date entered below.

STATE OF GEORGIA

By _____
(Signature)

TREVOR SANTOS
State Liaison Officer

Date _____

WALKER COUNTY

By _____
(Signature)

SHANNON WHITFIELD
Chairman

Date _____

GEORGIA DEPARTMENT OF NATURAL RESOURCES
LAND AND WATER CONSERVATION FUND
PROJECT AGREEMENT GENERAL PROVISIONS

Part I - Definitions

- A. The term "NPS" or "Service" as used herein means the National Park Service, United States Department of the Interior.
- B. The term "DNR" as used herein means the Department of Natural Resources, State of Georgia.
- C. The term "Secretary" as used herein means the Secretary of the Interior, or any representative lawfully delegated the authority to act for such Secretary.
- D. The term "Commissioner" as used herein means the Commissioner of the Department of Natural Resources, or any representative lawfully delegated the authority to act for such Commissioner.
- E. The term "SLO" as used herein means the State Liaison Officer for the Department of Natural Resources, or any representative lawfully delegated the authority to act for such SLO.
- F. The term "grant" as used herein means a grant of monies awarded pursuant to the Land and Water Conservation Fund Act of 1965.
- G. The term "Applicant" as used herein means the state agency, city, county, commission, authority, or other local entity which is a recipient of a grant. The terms "applicant," "grantee," and "recipient" are deemed synonymous.
- H. The term "project agreement" as used herein means the Department of Natural Resources Land and Water Conservation Fund Project Agreement entered into between DNR and the Applicant and which governs the acceptance and usage of the grant.
- I. The term "manual" as used herein means the Land and Water Conservation Fund State Assistance Program Manual.
- J. The term "project" as used herein means a Land and Water Conservation Fund grant, which is subject to the project agreement and any subsequent amendments.
- K. The term "State" as used herein means the state of Georgia.

Part II - Continuing Assurances

The parties to the project agreement specifically recognize that the Land and Water Conservation Fund (hereinafter LWCF or the Fund) project creates an obligation to maintain the property described in the project agreement and supporting application documentation consistent with the Land and Water Conservation Fund Act of 1965 (hereinafter the Act or the LWCF Act) and the following requirements.

Further, it is the acknowledged intent of the parties hereto that the recipient of assistance will use monies granted hereunder for the purposes of this program, and that assistance granted from the Fund will result in a net increase, commensurate at least with the federal cost-share, in a participant's outdoor recreation.

It is intended by both parties hereto that assistance from the Fund will be added to, rather than replace or be substituted for, state and local outdoor recreation funds.

- A. The Applicant agrees, as recipient of this assistance, that it will meet the specific requirements of these general provisions and that it will further impose these requirements, and the terms of the project agreement, upon any political subdivision or office thereof, or public agency to which funds are transferred pursuant to the project agreement. The Applicant also agrees that it shall be responsible for compliance with the terms of the project agreement by such a political subdivision or office thereof, or public agency and that failure by such political subdivision, or office thereof, or public agency to so comply shall be deemed a failure by the Applicant to comply with the terms of this project agreement.

B. The Applicant agrees that the property described in the project agreement and, if applicable, the signed and dated project boundary map made part of that agreement, is being acquired or developed with Land and Water Conservation Fund assistance, or is integral to such acquisition or development, and that, without the approval of the SLO and the Secretary, it shall not be converted to other than public outdoor recreation use but shall be maintained in public outdoor recreation in perpetuity or for the term of the lease in the case of leased property. The SLO and the Secretary shall approve such conversion only if it is found to be in accord with The Georgia Planning Act, The Service Delivery Strategy Law, and any other then existing comprehensive statewide outdoor recreation plan and only upon such conditions deemed necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location pursuant to Title 36 Part 59.3 of the *Code of Federal Regulations*. This replacement land becomes subject to Section 6(f)(3) protection. Applicant agrees and understands that final approval for any such conversion is at the sole discretion of the Secretary.

Prior to the completion of this project, and subject to final approval by the Secretary, the Applicant and the SLO may mutually alter the area described in the project agreement and, if applicable, the signed and dated project boundary map, to provide the most satisfactory public outdoor recreation unit, except that acquired parcels are afforded Section 6(f)(3) protection.

In the event the NPS and DNR provide Land and Water Conservation Fund assistance for the acquisition and/or development of property with full knowledge that the project is subject to reversionary rights and outstanding interests, conversion of said property to other than public outdoor recreation uses as a result of such right or interest being exercised will occur. In receipt of this approval, the Applicant agrees to notify DNR of the potential conversion as soon as possible and to seek approval of replacement property in accord with the conditions set forth in these provisions and program regulations. The provisions of this paragraph are also applicable to: leased properties acquired and/or developed with Fund assistance where such lease is terminated prior to its full term due to the existence of provisions in such lease known and agreed to by NPS and DNR; and properties subject to other outstanding rights and interests that may result in a conversion when known and agreed to by NPS and DNR.

C. The Applicant agrees that the benefit to be derived by the State and the United States from the full compliance by the Applicant with the terms of this agreement is the preservation, protection, and the net increase in the quality of public outdoor recreation facilities and resources which are available to the people of the State and of the United States, and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State and the United States by way of LWCf assistance. The Applicant agrees that payment by the Applicant to DNR or the United States of an amount equal to the amount of assistance extended under the project agreement by DNR and the United States would be inadequate compensation to DNR and the United States for any breach by the Applicant of the project agreement.

The Applicant further agrees, therefore, that the appropriate remedy in the event of a breach by the Applicant of the project agreement shall be the specific performance of said agreement or the submission and approval of a conversion-of-use request as described in Part II.B above.

D. The Applicant agrees to comply with the manual policies and procedures. Provisions of the manual are incorporated into and made a part of the project agreement.

E. The Applicant agrees that the property and facilities described in the project agreement shall be operated and maintained as prescribed by applicable Manual requirements and applicable published post-completion compliance regulations (Title 36 Part 59 of the *Code of Federal Regulations*).

F. The Applicant agrees that a permanent record shall be kept in its public property records and available for public inspection to the effect that the property described in the scope of the project agreement, and if applicable, the signed and dated project boundary map made part of that agreement, has been acquired or developed with Land and Water Conservation Fund assistance and that it cannot be converted to other than public outdoor recreation use without the written approval of the SLO and the Secretary.

Part III - Project Assurances

A. The Applicant shall comply with applicable state and federal regulations, policies, guidelines and requirements as they relate to the application, acceptance and use of federal funds for the project, including:

2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;

2 CFR Part 180 & 1400, Non-Procurement Debarment and Suspension, previously located at 43 CFR Part 42, "Government-wide Debarment and Suspension (Non-Procurement)";

43 CFR Part 18, New Restrictions on Lobbying;

FAR Clause 52.203-12, Paragraphs (a) and (b), Limitation on Payments to Influence Certain Federal Transactions;

2 CFR Part 25, System for Award Management (www.SAM.gov) and Data Universal Numbering System (DUNS); and

2 CFR Part 170, Reporting Subawards and Executive Compensation

B. Project Application

1. The grant application bearing the same project number as the project agreement and associated documents is by this reference made a part of the project agreement.
2. The Applicant possesses legal authority to apply for the grant, and to finance and construct the proposed facilities. A resolution, motion or similar action has been duly adopted or passed authorizing the filing of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the Applicant to act in connection with the application and to provide such additional information as may be required.
3. The Applicant has the capability to finance the non-federal share of the costs for the project. Sufficient funds will be available to assure effective operation and maintenance of the facilities acquired or developed by the project.

C. Project Execution

1. The project period shall begin with the date of approval of the project agreement or the effective date of a waiver of retroactivity and shall terminate at the end of the stated or amended project period unless the project is completed or terminated sooner in which event the project shall end on the date of completion or termination.
2. DNR shall transfer to the Applicant all funds granted hereunder except those reimbursed to DNR to cover eligible administrative expenses.
3. The Applicant will cause work on the project to be commenced within a reasonable time after receipt of notification that funds have been approved and assure that the project will be implemented to completion with reasonable diligence.
4. The Applicant shall secure completion of the work in accordance with approved construction plans and specifications, and shall secure compliance with all applicable federal, state, and local laws and regulations.
5. In the event the project covered by the project agreement cannot be completed in accordance with the plans and specifications for the project, the Applicant shall bring the project to a point of recreational usefulness agreed upon by the SLO and the Secretary.
6. The Applicant will provide for and maintain competent and adequate architectural/engineering supervision and

inspection at the construction site to insure that the completed work conforms to the approved plans and specifications and will furnish progress reports and such other information as the DNR may require.

7. The Applicant will require the facility to be designed to comply with the Architectural Barriers Act of 1968, as amended (Public Law 90-480), relating to accessibility standards. The Applicant will be responsible for conducting inspections to insure compliance with these specifications.
8. The Applicant will comply with the terms of Title II and Title III, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (P.L. 91-646), 94 Stat. 1894 (1970), and the applicable regulations and procedures implementing the same for all real property acquisitions, and where applicable, shall assure that the same has been complied with for property to be developed with assistance from the grant.
9. The Applicant will comply with the provisions of: Executive Order 11988, relating to evaluation of flood hazards; Executive Order 11288, relating to the prevention, control, and abatement of water pollution, and Executive Order 11990 relating to the protection of wetlands.
10. The Applicant will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Public Law 93-234) and the applicable manual provisions relating to flood insurance and requirements. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available, as a condition for the receipt of any federal financial assistance for construction or acquisition purposes, for use in any area that has been identified as an area having special flood hazards by the Flood Insurance Administration of the federal Emergency Management Agency.
11. The Applicant will assist the NPS in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to effects (see CFR Part 800.8) by the activity, and notifying the DNR and NPS of the existence of any such properties, and by (b) complying with all requirements established by NPS to avoid or mitigate adverse effects upon such properties.
12. The Applicant will comply with "Minority Business Enterprises" and "Women's Business Enterprises" pursuant to Executive Orders 11625, 12138, and 12432 as follows:
 - a) Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
 - b) Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
 - c) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
 - d) Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.
 - e) Use the services and assistance, as appropriate, of such organizations as the Small Business Development Agency in the solicitation and utilization of small business, minority-owned firms and women's business enterprises.

The DNR and NPS Regional Offices will work closely with the Applicant to ensure full compliance and that grant recipients take affirmative action in placing a fair share of purchases with minority business firms.

13. Applicant shall comply with the applicable provisions of 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5), relating to the employment of mechanics or laborers.

14. Applicant shall comply with the applicable standards, orders and/or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251et seq.).

D. Contracts for Construction

1. Applicant shall comply with the applicable provisions of the equal opportunity clause as found in 41 CFR 60-1.4, in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
2. Applicant shall comply with the applicable provisions of the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").
3. Applicant shall comply with the applicable provisions of 2 CFR 200.

E. Retention and Custodial Requirements for Records

1. All Applicant financial and programmatic records, supporting documents, statistical records, and all other grant-related records shall be retained in accordance with 2 CFR 200.333 to .337 for a period of three years; except the records shall be retained beyond the three-year period if audit findings have not been resolved.
2. The retention period starts from the date of the final expenditure report for the project.
3. State and local governments are authorized to substitute copies in lieu of original records.
4. The Secretary, the Comptroller General of the United States, and the SLO, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Applicant and their related departments which are pertinent to a specific project for the purpose of making audit, examination, excerpts and transcripts.

F. Project Termination

1. The Secretary or the SLO may temporarily suspend fund assistance under the project pending corrective action by the Applicant or pending a decision to terminate the grant by the NPS.
2. The Applicant may unilaterally terminate the project at any time prior to the first payment on the project. After the initial payment, the project may be terminated, modified, or amended by the Applicant only by mutual agreement with the NPS.
3. The Secretary or the SLO may terminate the project in whole, or in part, at any time before the date of completion, whenever it is determined that the grantee has failed to comply with the conditions of the grant. The SLO will promptly notify the Applicant in writing of the determination and the reasons for the termination, together with the effective date. Payments made to Applicants or recoveries by the NPS and the DNR under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.
4. The Secretary, the SLO, or the Applicant may terminate grants in whole, or in part, at any time before the date of completion, when all parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The Applicant shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The NPS and the DNR may allow full credit to the Applicant for the federal

share of the noncancelable obligations, properly incurred by the Applicant prior to termination.

5. Termination either for cause or for convenience requires that the project in question be brought to a state of recreational usefulness agreed upon by the Applicant, the SLO, and the Secretary or that all grant funds provided pursuant to the project agreement be returned.

G. Lobbying with Appropriated Funds

For recipients of grants in excess of \$100,000, the provisions of 31U.S.C. 1352 must be certified as follows.

The Applicant certifies by execution of this agreement, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

H. Nondiscrimination

Applicant certifies that, as a condition to receiving the grant, it will comply with all federal requirements relating to nondiscrimination. These include, but are not limited to: (a) Executive Order 11246, as amended; (b) Title VI of the Civil Rights Act of 1964, as amended (78 Stat. 252; 42 U.S.C. §§2000d et seq.), which prohibits discrimination on the basis of race, color, or national origin; (c) Title V, Section 504 of the Rehabilitation Act of 1973, as amended (87 Stat. 394, 29 U.S.C. §794), which prohibits discrimination on the basis of disability; (d) the Age Discrimination Act of 1975, as amended (89 Stat. 728, 42 U.S.C. §§6101 et seq.), which prohibits discrimination on the basis of age; and with all other applicable federal laws and regulations prohibiting discrimination, to the end that no person in the United States shall, on the grounds of race, color, sexual orientation, national origin, disability, religion, age, or sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the applicant.

THE APPLICANT HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE shall apply to all aspects of the applicant's operations including those parts that have not received or benefited from federal financial assistance.

If any real property or structure thereon is provided or improved with the aid of federal financial assistance extended to the Applicant, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall

obligate the Applicant for the period during which the federal financial assistance is extended to it.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts or other federal financial assistance extended after the date hereof to the Applicant, including installment payments after such date on account of applications for federal financial assistance which were approved before such date.

The Applicant recognizes and agrees that such federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, and subrecipients and the person whose signature appears on the agreement and who is authorized to sign on behalf of the Applicant.

The Applicant agrees that it shall not discriminate against any person on the basis of residence, except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence as set forth in the Manual.

I. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions

The Applicant certifies, by submission of this agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. If the Applicant is unable to make such certification, the Applicant must attach an explanation to the agreement for submission to NPS.

J. Audit Requirements

- 1) Non-federal entities that expend \$750,000 or more during a year in federal awards shall have a single or program-specific audit conducted for that year in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501 et seq.) and 2 CFR Part 200, Subpart F, which is available at <http://www.ecfr.gov/cgi-bin/text-idx?SID=fd6463a517ceea3fa13e665e525051f4&node=sp2.1.200.f&rgn=div6>.
- 2) Non-federal entities that expend less than \$750,000 for a fiscal year in federal awards are exempt from federal audit requirements for that year, but records must be available for review or audit by appropriate officials of NPS, DNR, and General Accounting Office (GAO).
- 3) Audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits. Additional audit requirements applicable to this agreement are found at 2 CFR Part 200, Subpart F, as applicable.

K. Recipient Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights

- 1) This grant and employees working on this project will be subject to the whistleblower rights and remedies in the pilot program on recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and section 3.908 of the Federal Acquisition Regulation.
- 2) The Applicant shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- 3) The Applicant shall insert the substance of this clause, including this subparagraph (3), in all subawards or subcontracts over the simplified acquisition threshold.

L. Reporting Executive Compensation

- 1) Reporting Total Compensation of Recipient Executives

- a. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
 - i. In the preceding fiscal year, you received—
 - a. 80 percent or more of your annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - b. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
- b. You must report to DNR the executive total compensation described above by the end of the month following the month in which this grant is made, and annually thereafter.

2) Definitions. For purposes of this section:

- a. “Executive” means officers, managing partners, or any other employees in management positions.
- b. “Total compensation” means the cash and noncash dollar value earned by the executive during the preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax-qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

M. Conflicts of Interest

- 1) The Applicant must establish safeguards to prohibit its employees and sub-recipients from using their positions for purposes that constitute or present the appearance of a personal or organizational conflict of interest. The Applicant is responsible for notifying DNR in writing of any actual or potential conflicts of interest that may arise during the life of this agreement. Conflicts of interest include any relationship or matter which might place the Applicant or its employees in a position of conflict, real or apparent, between their responsibilities under the agreement and any other outside interests. Conflicts of interest may also include, but are not limited to, direct or

indirect financial interests, close personal relationships, positions of trust in outside organizations, consideration of future employment arrangements with a different organization, or decision-making affecting the agreement that would cause a reasonable person with knowledge of the relevant facts to question the impartiality of the Applicant and/or Applicant's employees and sub-recipients in the matter.

2) DNR and, if applicable, the servicing Ethics Counselor for the Department of the Interior, will determine if a conflict of interest exists. If a conflict of interest exists, DNR and NPS will determine the feasibility of a mitigation plan. Any such plan must be approved in writing by DNR and NPS.

3) Failure to resolve a conflict of interest in a manner that satisfies DNR and NPS may be cause for termination of the grant. Failure to make required disclosures may result in any of the remedies described in 2 CFR § 200.338, Remedies for Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

4) The Applicant must comply with the applicable portions of 2 CFR Part 1402.

N. Reporting of Matters Related to Recipient Integrity and Performance

1) General Reporting Requirement

For grants where the LWCF share is \$500,000 or greater, the recipient agrees to provide to DNR the information necessary for DNR to comply with the reporting requirements described to 41 U.S.C. 2313 as to integrity and performance matters. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for federal procurement contracts, will be publicly available.

2) You must submit to DNR the information required about each proceeding that:

- a) Is in connection with the award or performance of the grant;
- b) Reached its final disposition during the most recent five year period; and
- c) Is one of the following:
 - i) A criminal proceeding that resulted in a conviction, as defined in paragraph (4) of this section;
 - ii) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - iii) An administrative proceeding, as defined in paragraph (4) of this section, that resulted in a finding of fault and liability and payment of either a monetary fine or penalty of \$5,000 or more; or reimbursement, restitution, or damages in excess of \$100,000; or
 - iv) Any other criminal, civil, or administrative proceeding if:
 - 1. It could have led to an outcome described in paragraph (2)(c)(i), (2)(c)(ii), or (2)(c)(iii) above;
 - 2. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 - 3. The requirement to disclose information about the proceeding does not conflict with applicable laws and regulations.

3) Reporting Frequency

During any period of time when you are subject to the requirement of this section, you must report proceedings information for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

4) Definitions. For purposes of this section:

- a) "Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the federal and state level but only in connection with performance of a federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- b) "Conviction" means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- c) "Total value of currently active grants, cooperative agreements, and procurement contracts" includes:
 - i) Only the federal share of the funding under any federal award with a recipient cost share or match; and
 - ii) The value of all expected funding increments under a federal award and options, even if not yet exercised.

O. Special Provisions

If applicant is an entity other than a state government, a local government, or a federally recognized Indian tribal government, then Applicant agrees to the following provisions regarding public information and endorsements.

1) Public Information and Endorsements

- a) Recipient shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts, or other publications) which states or implies governmental, Departmental, bureau, or government employee endorsement of a business, product, service, or position which the Recipient represents. No release of information relating to this award may state or imply that the Government approves of the Recipient's work products, or considers the Recipient's work product to be superior to other products or services.
- b) All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer.
- c) The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government.
- d) Recipient must obtain prior Government approval for any public information releases concerning this award which refer to the Department of the Interior or any bureau or employee (by name or title). The specific text, layout photographs, etc. of the proposed release must be submitted with the request for approval.
- e) Recipient further agrees to include this provision in a subaward to a subrecipient, except for a subaward to a State government, a local government, or to a federally recognized Indian tribal government.

2) Trafficking in Persons

This term of award is pursuant to paragraph (g) of Section 106 of the Trafficking Victims Protections Act of 2000, as amended (2 CFR Section 175.15).

If Applicant is a private entity, Applicant agrees to the following provisions:

1. You as the Recipient, your employees, subrecipients under this award, and subrecipients' employees may not-

- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- ii. Procure a commercial sex act during the period of time that the award is in effect; or
- iii. Use forced labor in the performance of the award or subawards under the award.

For purposes of this Section, the following definitions apply.

1. “Employee” means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. “Forced labor” means labor obtained by any of the following methods: The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. “Private entity” means:
 - i. Any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25; and
 - ii. Includes:
 - a. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - b. A for-profit organization.
4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

3) Minimum Wages Under Executive Order 13658 (January 2015)

- (a) *Definitions.* As used in this clause—

“United States” means the 50 states and the District of Columbia.

“Worker”—

(1) Means any person engaged in performing work on, or in connection with, an agreement covered by Executive Order 13658, and

(i) Whose wages under such agreements are governed by the Fair Labor Standards Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV),

(ii) Other than individuals employed in a bona fide executive, administrative, or professional capacity, as

those terms are defined in 29 C.F.R. § 541,

(iii) Regardless of the contractual relationship alleged to exist between the individual and the employer.

(2) Includes workers performing on, or in connection with, the agreement whose wages are calculated pursuant to special certificates issued under 29 U.S.C. § 214(c).

(3) Also includes any person working on, or in connection with, the agreement and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(b) *Executive Order Minimum Wage rate.*

(1) The Recipient shall pay to workers, while performing in the United States, and performing on, or in connection with, this agreement, a minimum hourly wage rate of \$10.10 per hour beginning January 1, 2015.

(2) The Recipient shall adjust the minimum wage paid, if necessary, beginning January 1, 2016 and annually thereafter, to meet the Secretary of Labor's annual E.O. minimum wage. The Administrator of the Department of Labor's Wage and Hour Division (the Administrator) will publish annual determinations in the Federal Register no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on www.dol.gov (or any successor Web site) and on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute. The applicable published E.O. minimum wage is incorporated by reference into this agreement.

(3) (i) The Recipient may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only if labor costs increase as a result of an increase in the annual E.O. minimum wage, and for associated labor costs and relevant subaward costs. Associated labor costs shall include increases or decreases that result from changes in social security and unemployment taxes and workers' compensation insurance, but will not otherwise include any amount for general and administrative costs, overhead, or profit.

(ii) Subrecipients may be entitled to adjustments due to the new minimum wage, pursuant to paragraph (b)(2). Recipients shall consider any Subrecipient requests for such price adjustment.

(iii) The Awarding Officer will not adjust the agreement price under this clause for any costs other than those identified in paragraph (b)(3)(i) of this clause, and will not provide duplicate price adjustments with any price adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.

(4) The Recipient warrants that the prices in this agreement do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(5) The Recipient shall pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. The Recipient may make deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with 29 C.F.R. § 10.23, Deductions.

(6) The Recipient shall not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.

(7) Nothing in this clause shall excuse the Recipient from compliance with any applicable Federal or State prevailing wage law or any applicable law or municipal ordinance establishing a minimum wage higher than the E.O. minimum wage. However, wage increases under such other laws or municipal ordinances are

not subject to price adjustment under this subpart.

(8) The Recipient shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.

(9) The Recipient shall follow the policies and procedures in 29 C.F.R. § 10.24(b) and 10.28 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than \$30 a month in tips.

(c) (1) This clause applies to workers as defined in paragraph (a). As provided in that definition—

(i) Workers are covered regardless of the contractual relationship alleged to exist between the Recipient or Subrecipient and the worker;

(ii) Workers with disabilities whose wages are calculated pursuant to special certificates issued under 29 U.S.C. § 214(c) are covered; and

(iii) Workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.

(2) This clause does not apply to—

(i) Fair Labor Standards Act (FLSA) – covered individuals performing in connection with contracts covered by the E.O., *i.e.* those individuals who perform duties necessary to the performance of the agreement, but who are not directly engaged in performing the specific work called for by the agreement, and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such agreements;

(ii) Individuals exempted from the minimum wage requirements of the FLSA under 29 U.S.C. § 213(a) and 214(a) and (b), unless otherwise covered by the Service Contract Labor Standards statute, or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to—

(A) Learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under 29 U.S.C. § 214(a).

(B) Students whose wages are calculated pursuant to special certificates issued under 29 U.S.C. § 214(b).

(C) Those employed in a bona fide executive, administrative, or professional capacity (29 U.S.C. § 213(a)(1) and 29 C.F.R. § part 541).

(d) *Notice.* The Recipient shall notify all workers performing work on, or in connection with, this agreement of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, the Contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, the Recipient shall post notice, utilizing the poster provided by the Administrator, which can be obtained at www.dol.gov/whd/govcontracts, in a prominent and accessible place at the worksite. Recipients that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently on any Web site that is maintained by the Recipient, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

(e) *Payroll Records.* (1) The Recipient shall make and maintain records, for three years after completion of the work, containing the following information for each worker:

- (i) Name, address, and social security number;
- (ii) The worker's occupation(s) or classification(s);
- (iii) The rate or rates of wages paid;
- (iv) The number of daily and weekly hours worked by each worker;
- (v) Any deductions made; and
- (vi) Total wages paid.

(2) The Recipient shall make records pursuant to paragraph (e)(1) of this clause available for inspection and transcription by authorized representatives of the Administrator. The Recipient shall also make such records available upon request of the Contracting Officer.

(3) The Recipient shall make a copy of the agreement available, as applicable, for inspection or transcription by authorized representatives of the Administrator.

(4) Failure to comply with this paragraph (e) shall be a violation of 29 C.F.R. § 10.26 and this agreement. Upon direction of the Administrator or upon the Awarding Officer's own action, payment shall be withheld until such time as the noncompliance is corrected.

(5) Nothing in this clause limits or otherwise modifies the Recipient's payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.

(f) *Access.* The Recipient shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.

(g) *Withholding.* The Awarding Officer, upon his or her own action or upon written request of the Administrator, will withhold funds or cause funds to be withheld, from the Recipient under this or any other Federal agreement with the same Recipient, sufficient to pay workers the full amount of wages required by this clause.

(h) *Disputes.* Department of Labor has set forth in 29 C.F.R. § 10.51, Disputes concerning Recipient compliance, the procedures for resolving disputes concerning an Recipient's compliance with Department of Labor regulations at 29 C.F.R. § 10. Such disputes shall be resolved in accordance with those. This includes disputes between the Recipient (or any of its Subrecipients) and the contracting agency, the Department of Labor, or the workers or their representatives.

(i) *Antiretaliation.* The Recipient shall not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause, or has testified or is about to testify in any such proceeding.

(j) *Subcontractor compliance.* The Recipient is responsible for Subrecipient compliance with the requirements of this clause and may be held liable for unpaid wages due Subrecipient workers.

(k) *Subawards.* The Recipient shall include the substance of this clause, including this paragraph (k) in all subawards, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

P. Build America, Buy America

Note: This term effective as of January 13, 2023. For more information on Department of Interior's approved waiver, see: Approved DOI General Applicability Waivers | U.S. Department of the Interior

As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program. Recipients of an award of Federal financial assistance are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

1. all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. all manufactured products used in the project are produced in the United States — this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
3. all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

For further information on the Buy America preference, please visit www.doi.gov/grants/BuyAmerica. Additional information can also be found at the White House Made in America Office website: www.whitehouse.gov/omb/management/made-in-america/.

Waivers

When necessary, recipients may apply for, and the Department of the Interior (DOI) may grant, a waiver from these requirements, subject to review by the Made in America Office. The DOI may that one of the below circumstances applies:

1. Non-availability Waiver: the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality;
2. Unreasonable Cost Waiver: the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent; or
3. Public Interest Waiver: applying the domestic content procurement preference would be inconsistent with the public interest.

There may be instances where an award qualifies, in whole or in part, for an existing DOI general applicability waiver as described at:
www.doi.gov/grants/BuyAmerica/GeneralApplicabilityWaivers.

If the specific financial assistance agreement, infrastructure project, or non-domestic materials meets the criteria of an existing general applicability waiver within the limitations defined within the waiver, the recipient is not required to request a separate waiver for non-domestic materials. If a general applicability waiver does not already apply, and a recipient believes that one of the above circumstances applies to an award, a request to waive the application of the domestic content procurement preference may be submitted to the financial assistance awarding officer in writing. Waiver requests shall include the below information. The waiver shall not include any Privacy Act information, sensitive data, or proprietary information within their waiver request. Waiver requests will be posted to www.doi.gov/grants/buyamerica and are subject to public comment periods of no less than 15 days. Waiver requests will also be reviewed by the Made in America Office.

1. Type of waiver requested (non-availability, unreasonable cost, or public interest).
2. Requesting entity and Unique Entity Identifier (UEI) submitting the request.
3. Department of Interior Bureau or Office who issued the award.
4. Federal financial assistance listing name and number (reference block 2 on DOI Notice of Award)
5. Financial assistance title of project (reference block 8 on DOI Notice of Award).
6. Federal Award Identification Number (FAIN).
7. Federal funding amount (reference block 11.m. on DO Notice of Award).
8. Total cost of Infrastructure expenditures (includes federal and non-federal funds to the extent known).
9. Infrastructure project description(s) and location(s) (to the extent known).
10. List of iron or steel item(s), manufactured goods, and construction material(s) the recipient seeks to waive from Buy America requirements. Include the name, cost, countries of origin (if known), and relevant PSC or NAICS code for each.
11. A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor.
12. A statement of waiver justification, including a description of efforts made (e.g., market research, industry outreach) by the recipient, in an attempt to avoid the need for a waiver. Such a justification may cite, if applicable, the absence of any Buy America-compliant bids received in response to a solicitation.

13. Anticipated impact if no waiver is issued. Approved waivers will be posted at www.doi.gov/grants/BuyAmerica/ApprovedWaivers; recipients requesting a waiver will be notified of their waiver request determination by an awarding officer.

Questions pertaining to waivers should be directed to the financial assistance awarding officer.

Definitions

“Construction materials” includes an article, material, or supply that is or consists primarily of:

- Non-ferrous metals;
- Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- Glass (including optic glass);
- Lumber; or
- Drywall.

“Construction Materials” does not include cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

“Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

“Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States.

Q. Ensuring the future is made in all of America by all of America’s workers per E.O.14005 (dated January 25, 2021)

Per Executive Order 14005, entitled “Ensuring the Future is Made in All of America by All of America’s Workers” the Recipient shall maximize the use of goods, products, and materials produced in and services offered in, the United States, and whenever possible, procure goods, products, materials and services from sources that will help American businesses compete in strategic industries and help America’s workers thrive.

R. Lobbying Prohibition

18 U.S.C. §1913, Lobbying with Appropriated Moneys, as amended by Public Law 107-273, Nov. 2, 2002. Violations of this section shall constitute violations of section 1352 (a) of title 31. In addition,

the related restrictions on the use of appropriated funds found in Div. F, § 402 of the Omnibus Appropriations Act of 2008 (P.L.110-161) also apply.

S. Assignment

No part of this agreement shall be assigned to any other party without prior written approval of DNR.

T. Rights in Data

The Applicant must grant DNR and the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this Agreement.



RESOLUTION R-028-24

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF WALKER COUNTY FOR RETIRING WALKER COUNTY DEPUTY ROBERT W. BOWMAN TO RETAIN HIS SERVICE WEAPON

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

WHEREAS, Resolution R-036-20 of the governing authority states retired sworn law enforcement officers, upon recommendation of the County Sheriff or other appropriate commander, shall be entitled to retain their service weapon as part of their compensation; and

WHEREAS, On August 28, 2024, Deputy Robert W. (Bill) Bowman will retire from the Walker County Sheriff’s Office with more than 10 years of honorable service to the citizens of Walker County; and

WHEREAS, attached hereto as Exhibit “A” is a copy of a letter from Sheriff Steve Wilson to Chairman Shannon K. Whitfield recommending that Deputy Bowman’s service weapon be retained by him as part of his compensation; and

THEREFORE, BE IT RESOLVED by the Board of Commissioners of Walker County, Georgia that Deputy Robert W. Bowman’s service weapon, Glock Model G-17, Serial Number BGYC-364, is declared surplus and shall be retained by Deputy Bowman as part of his compensation.

SO RESOLVED AND ADOPTED this 22nd day of August, 2024

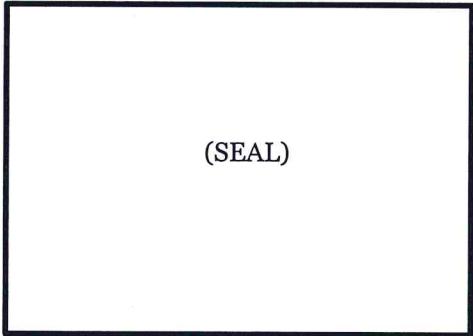
ATTEST:

WALKER COUNTY, GEORGIA

Whitney Summey, Deputy Clerk

SHANNON K. WHITFIELD, Chairman

(SEAL)



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

Walker County Sheriff's Office

105 S. Duke Street • P.O. Box 767 • LaFayette, Georgia 30728
(706) 638-1909

Steve Wilson, Sheriff

August 13, 2024

Walker County Board of Commissioners
Mr. Shannon Whitfield, Chairman
Post Office Box 445
La Fayette, Georgia 30728

Dear Commissioner Whitfield:

On August 28, 2024, Deputy Robert W. (Bill) Bowman will retire from the Walker County Sheriff's Office with more than ten years of honorable service to the citizens of Walker County. In addition, Mr. Bowman served for thirty- two years before his retirement from the Georgia State Patrol.

Therefore, pursuant to O.C.G.A. 35-1-20 and County Resolution R-036-20, I am recommending that his service weapon, Glock Model G-17, Serial Number BGYC 364, valued at \$475 be conveyed to Deputy Bowman as part of his retirement compensation.

I appreciate your consideration.

With kind regards,



Steve Wilson, Sheriff
Walker County Sheriff's Office



RESOLUTION R-029-24

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF WALKER COUNTY FOR THE PURPOSE OF ENACTING A TEMPORARY MORATORIUM ON THE ACCEPTANCE AND ISSUANCE OF APPLICATIONS FOR NEW LICENSES FOR RETAIL PACKAGE SALES OF DISTILLED SPIRITS

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

WHEREAS, the Georgia Constitution and general laws of the State of Georgia grant the local governing authority of each county jurisdiction to control all county property and to further adopt such ordinances and regulations as necessary to protect the public health, public safety, and general welfare of its citizens;

WHEREAS, the Planning Office has requested time for additional review of the County’s Alcohol Ordinance concerning the retail package sale of distilled spirits; and

WHEREAS, the Board needs time to review and prepare appropriate amendment(s) to the County Alcohol Ordinance, to hold public hearings required by law, and to adopt such amendment(s) and other ordinances;

THEREFORE, BE IT RESOLVED that the Board hereby enacts a temporary emergency moratorium as follows:

1. This moratorium is enacted for temporary and emergency purposes only, and shall be in effect immediately upon the adoption of this Resolution and shall continue in existence for a total of 180 days from its adoption, or until it is repealed, whichever event occurs first;
2. This moratorium applies to all applications for any license approval or issuance required for a new retail package sale of distilled spirits license;
3. Neither the County nor any of its staff or departments shall accept applications for a new retail package sale of distilled spirits license;
4. Previously approved licensees shall not be prevented from renewals or operations by this moratorium.

SO RESOLVED AND ADOPTED this 22nd day of August, 2024.

ATTEST:

WALKER COUNTY, GEORGIA

WHITNEY SUMMEY, Board Clerk

SHANNON K. WHITFIELD, Chairman

(SEAL)

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



RESOLUTION R-030-24

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF WALKER COUNTY TO DECLARE PROPERTY AS SURPLUS AND REMOVED FROM THE COUNTY INVENTORY

WHEREAS, O.C.G.A. § 36-9-2 provides that the county governing authority shall have the control of all property belonging to the county and may, by order entered on its minutes, direct the disposal of any real property which may lawfully be disposed of and make and execute good and sufficient title thereof on behalf of the county; and

WHEREAS, Walker County Fire Rescue has requested one 2008 Dodge Sprinter 3500, VIN #WDXPF345589375256, be deemed surplus and further requests that the property be removed from the County inventory;

THEREFORE, BE IT RESOLVED by the Board of Commissioners of Walker County, Georgia that one 2008 Dodge Sprinter 3500, VIN #WDXPF345589375256, be hereby declared unserviceable surplus, removed from the County inventory, and donated to the Walker County Schools.

SO RESOLVED AND ADOPTED this 22nd day of August, 2024.

ATTEST:

WALKER COUNTY, GEORGIA

Whitney Summey, Deputy Clerk

SHANNON K. WHITFIELD, Chairman

(SEAL)

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



265 Bicentennial Drive
Building 500
Rock Spring, GA 30739
(706) 936-3333
zacwilson@walkerschools.org

July 26, 2024

To the Walker County Board of Commissioners,,

I am writing to request donation of the ambulance you have available to the Walker LAUNCH College & Career Academy in the Walker County School System. We recently won a \$3.1 million construction grant from the Technical College System of Georgia to expand our program and build labs for four new career pathways on the campus we share with Georgia Northwestern Technical College in Rock Spring, GA. Our business and industry leaders, including CHI Memorial Hospital and Primary Healthcare, have determined that a new healthcare pathway focused on Emergency Medical Services would best benefit our students and community. We are currently designing lab space for this pathway and hope to put the design out for construction bids shortly. We have found that many other programs across the state use functional ambulances as mobile lab space to train students in a more realistic fashion. Our grant covers construction costs, but does not include funds for equipment, which this ambulance would be considered.

This ambulance would not only serve that role, but would also be used to advertise the program and recruit students from our feeder high schools as the program is being developed. Our dual enrollment program will allow our high school students to earn college credit and become certified EMTs at graduation. This program has the potential to not only positively impact the lives of our students, but also the lives of those they serve as healthcare providers. Thank you for considering this donation.

Sincerely,



WALKER
LAUNCH

Zac Wilson, EdD
Chief Executive Officer
Walker LAUNCH
College & Career Academy
Walker County Schools

CC: Damon Raines, Superintendent Walker Co Schools
Phyllis Hunter, Walker Co. Schools Board Chair
Dale Wilson, Walker Co. Schools Board Vice Chair
Karen Harden, Walker Co. Schools Board Member
Karen Stoker, Walker Co. Schools Board Member

State of Georgia
Fulton County

**MEMORANDUM OF AGREEMENT BETWEEN THE GEORGIA DEPARTMENT OF
COMMUNITY AFFAIRS (“DCA”) AND WALKER COUNTY (“COUNTY”)**

THIS MEMORANDUM OF AGREEMENT (hereinafter, “MOA”), effective on the 13th day of May, 2024 (GRANT AWARD DATE), created upon consent between the Georgia Department of Community Affairs (hereinafter, “DCA”) a state agency, whose address is 60 Executive Park South, NE, Atlanta, GA 30329, and the WALKER COUNTY (hereinafter, the “County”), whose address is 101 S Duke Street, LaFayette, GA, 30728, collectively, herein referred to as the “Parties”.

WHEREAS, DCA is an executive branch state government agency created under the Official Code of Georgia Annotated (“O.C.G.A.”) § 50-8-1 et seq. and has the power to enter into contracts for services and administer grants; and

WHEREAS, the provision of adequate public recreation and park facilities, equipment, and areas; the preservation of scenic, historic, ecological, and scientific sites; and the safe maintenance of such areas and facilities is an obligation of state of Georgia and a benefit to all the people; and

WHEREAS, O.C.G.A. § 12-3-32 authorizes the DCA to provide the above-mentioned services and facilities; and

WHEREAS, DCA is authorized by O.C.G.A. § 12-3-5 and 12-3-32 to contract and make cooperative agreements, leases, and rental agreements, with the United States Government, any county, municipality, local government, or any combination of same, any public or private corporation, firm, or any persons whatsoever, any public authority, agency, commission or institution, or between state agencies, for any of the services, purposes, duties, responsibilities or functions vested in DCA; and

WHEREAS, DCA acts as the liaison between the State of Georgia and the National Park Service (hereinafter, referred to as “NPS”), U.S. Department of Interior, by administering the Federal assistance program for preservation of properties listed on the National Register of Historic Places, as provided by the National Historic Preservation Act of 1966; and

WHEREAS, the County has duly applied for and been awarded a matching Historic Preservation Fund federal pass-through grant (hereinafter referred to as the “Grant”) in the amount of Twenty Thousand Dollars and Zero Cents (**\$20,000.00**) for the Walker County Historic Resource Survey 2024 as defined in Exhibit B such amount to be no greater than sixty percent (60%) of the allowable cost to the County of the project work, which is described, together with the budget for carrying it out, in Exhibit B, which is attached hereto and by reference specifically incorporated herein. Payments on a sixty percent (60%) reimbursement basis may be made at reasonable intervals and upon submission to DCA of a request for reimbursement, supported by required financial documentation and progress reports.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein contained, the parties hereto agree as follows:

Section 1. Statement of Work and Terms

- 1.1 The County shall carry out the proposed project work to be mutually agreed upon by DCA and the County as specified in Exhibits A-D.
- 1.2 Project work shall be carried out in conformance with the Secretary of the Interior's *Standards for the Evaluation, Identification, and Registration*, part of the Secretary of Interior's *Standards for Archaeology and Historic Preservation*. At the completion of the project all work will be reviewed by DCA in order to assure compliance with the Secretary of the Interior's *Standards for the Evaluation, Identification, and Registration*, part of the Secretary of the Interior's *Standards for Archaeology and Historic Preservation*. Final products that do not conform to the applicable Secretary of the Interior's Standards and approved scope of work will not be reimbursed.
- 1.3 The County shall notify and obtain approval by DCA prior to employing or otherwise securing the services of any consultant to be compensated with funds provided for in this Agreement.
- 1.4 The County shall carry out the approved Walker County Historic Resource Survey 2024 Project work between the date of written notification by DCA of the approval and **September 30, 2026**.
- 1.5 The County shall submit one copy of a first draft of the project to the DCA for review and comment no later than **August 15, 2025**. The County shall submit one copy of a second draft to the DCA no later than **November 1, 2025** for review and approval.
- 1.6 The County shall submit the required number of copies of the final project, as specified in Exhibit B, to DCA no later than **January 15, 2026**. This is the period of performance. All project work should be completed by this date.
- 1.7 The County shall notify DCA in the event of any of the following conditions:
 - a) Problems, delays or adverse conditions which will materially affect the progress of the project work.
 - b) The need for adjustment to the project work or cost estimates.
- 1.8 The County shall submit progress reports summarizing the status of project work. Such reports shall be submitted to DCA with each on a regular basis, until the completions of the project.

1.9 The County shall submit one (1) copy of a completion report along with the final reimbursement request. Final payment shall not be made until the completion report has been approved.

1.10 Any publications, exhibits, public announcements, news releases or presentation related to this project shall acknowledge federal assistance as follows: *This (material or preservation project) has been financed with assistance from the Historic Preservation Fund, administered by the National Park Service, U. S. Department of Interior, through the Historic Preservation Division of the Georgia Department of Community Affairs. Any opinions, findings, conclusions or recommendations expressed in this [project/product] are those of the author(s) and do not necessarily reflect the views or policies of the Department of the Interior or the Georgia Department of Community Affairs, nor does the mention of trade names, commercial products or consultants constitute endorsement or recommendation by these agencies. This program receives Federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, as amended, the U.S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, age, gender or disability in its federally assisted programs. If you believe you have been discriminated against in any program, activity, or facility as described above, or if you desire further information, please write to: Office for Equal Opportunity, National Park Service, 1849 C Street, N. W., Washington, D.C. 20240.*

1.11 The County will obtain approval by DCA and the National Park Service prior to publishing any product that has been produced with the assistance of this grant or matching funds.

Section 2. Disbursements and Financial Records

2.1 DCA shall issue disbursements to the County in accordance with this Agreement as follows:

- a. DCA will disburse the Grant to the County in an amount not more than sixty percent (60%) of the allowable cost to the County of the project work, as approved by DCA.
- b. DCA will disburse an amount not to exceed **\$20,000.00** to the County not later than **November 30, 2026** (60 days after end date).

2.2 Payments on a sixty (60%) percent reimbursement basis may be made at reasonable intervals during project work and upon submission to the County of a request for reimbursement supported by required financial documentation and a statement of work accomplished to date. Reimbursements can only be provided against cash expenses.

2.3 Both Parties and any subcontracted parties shall maintain their registration with the System for Award Management (“SAM”), accessed at <http://www.sam.gov>. Failure to maintain registration can impact obligations and payments under this MOA and/or any other financial assistance or procurements documents the County may have with the Federal government.

2.4 Accurate records of all costs relating to the project work – whether cash expenditures or donated services, materials or equipment - shall be maintained by the County in a separate ledger, in accordance with acceptable management and accounting practices, and submitted to DCA. All record retention shall be in accordance with the regulations outlined in 2 CFR 200.333.

2.5 The County shall maintain financial documentation concerning the project work until a successful audit has been completed by DCA and DCA has notified the County in writing that such records are no longer needed. Copies of such records or any portion thereof shall be supplied to DCA upon request. For a period of three (3) years or until the County has been notified in writing by DCA that such records are no longer needed, whichever is earlier. The County shall maintain records of any other sources of state or federal funding for the project work in order that duplication of work or matching capability may be prevented. The County shall complete an audit within ninety (90) days after the end of the fiscal year in which the project ends and any other required financial or programmatic documentation as specified by the Single Audit Act of 1984 (31 U.S.C. '7501 et seq.) and all applicable Federal and State laws, regulations or guidelines.

Section 3. Points of Contact

All correspondence, invoices and any other communication regarding this MOA should be directed to the following representatives for DCA and the County:

Georgia Department of Community Affairs
60 Executive Park South, NE
Atlanta, Georgia 30329
Attn: Torrey Long
Torrey.long@dca.ga.gov

Walker County
101 S Duke Street
LaFayette, Georgia 30728
Attn: John Culpepper
Chair of Walker County HPC
Jcculpepper63@aol.com

Section 4. Termination.

This MOA may be terminated prior to disbursement by either party for any reason upon seven (7) days prior written notice to the other party.

Section 5. Federal Requirements.

5.1 The County agrees to comply with all applicable regulations, laws, policies, guidelines and requirements of the grant program, including those outlined in the Historic Preservation Fund Grant Manual, OMB regulations in 2CFR200, National Register Programs Guidelines, the *Secretary of the Interior's Standards for Archaeology and Historic Preservation*, and any special conditions or regulations relating to the application, acceptance and use of Federal funds for a federally assisted project. Final products that do not conform to the applicable Secretary of the Interior's "Standards" will not be reimbursed.

5.2 The County agrees that no part of the funds provided for under the terms of this Agreement shall be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designated to influence in any manner a member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation. Thus, costs associated with activities to influence legislation pending before the Congress, commonly referred to as "lobbying," are unallowable as charges to HPF-assisted grants, either on a direct or indirect basis (18 U.S.C. § 1913). If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

5.3 The County will comply with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq., and in accordance with Title V of that Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives

Federal financial assistance. The County will immediately take any measures necessary to effectuate this provision.

- 5.4 The County will comply with Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000 et seq.) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment, or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.
- 5.5 The County will comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794 et. seq.) which requires that no qualified handicapped individual is solely, by reason of handicap, excluded from the participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance.
- 5.6 The County agrees that whoever knowingly and willfully misapplies, steals, or obtains by fraud or endeavors to embezzle any funds, assets, or properties which are the subject of a subgrant, contract or other form of assistance pursuant to this award, or whoever receives, conceals or retains such funds, assets, or property with intent to convert such funds, assets, or property to his/her use or gain, knowing that such funds, assets or property have been embezzled, willfully misapplied, stolen, or obtained by fraud, shall be subject to prosecution.
- 5.7 The County and all sub-recipients or contractors must report any credible evidence that a principal, employee, agent, contractor, sub-recipient, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. Report potential fraud, waste, abuse, or misconduct to:

Office of Inspector General
U.S. Department of the Interior

ATTN: Intake Management Unit
381Elden Street, Suite 3000
Herndon, VA 20170
Telephone: (800) 424-5081
Fax: (703) 487-5402 (ATTN: HOTLINE OPERATIONS)

Section 6. Miscellaneous.

- 6.1 Communications and correspondence under this MOA may be conducted via email, facsimile, post, meetings and/or teleconferences.
- 6.2 This MOA sets forth the entire agreement and understanding between the parties as to the subject matter hereof and merges all prior discussions between them; and neither party shall be bound by any conditions, definitions, warranties, understandings or representations with respect to such subject matter other than as expressly provided herein.
- 6.3 This MOA may not be modified or altered except in writing by an instrument duly executed by authorized officers of DCA and County. No other terms and conditions, oral or written, be they consistent, inconsistent, or additional to those contained herein, shall be binding upon the parties, unless and until such terms and conditions shall have been specifically accepted in writing by the parties.
- 6.4 DCA is not a partner, joint venture, or in any other way a party to the Project.
- 6.5 This MOA shall be governed by, construed and applied in accordance with the laws of the State of Georgia.
- 6.6 With the express written consent of the other party, either party may assign in whole or in part, any of its rights and obligations here under to any other party, including its affiliates or successors, as may be provided by state and federal law program requirement, provided however, that notwithstanding any such agreement assignor retains primary responsibility for ensuring the obligations in Section 1 and Section 2 of this MOA are accomplished by an appropriate governmental entity.
- 6.7 If any provision of this MOA, or any portion thereof, should be ruled void, invalid, unenforceable or contrary to public policy by any court of competent jurisdiction, any remaining provisions of this MOA shall survive and be applied, and together with the invalid or unenforceable portion shall be construed or reformed to preserve as much of the original words, terms, purpose and intent as shall be permitted by law.
- 6.8 The section and paragraph headings contained in the MOA are for reference purposes only and shall not affect the meaning of interpretation of this MOA.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned duly authorized officers or agents for DCA and the County have hereunto affixed their signatures below.

AGREED TO BY:

BY GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS (“DCA”)

By: _____

Jennifer Dixon
Division Director, Georgia Department of Community Affairs

Date

(SEAL)

BY: WALKER COUNTY

By: _____

Date

(SEAL)

EXHIBIT A **GRANT ADMINISTRATION DELIVERABLES**

The County is responsible for project and grant management. Grant management consists of action items and deliverables related to procurement, reporting, consultant management, and reimbursement. The following deliverables must be provided to DCA for review. DCA will complete the review of the deliverables within 15 days. All deliverables will be submitted to NR Tigers.

- Draft Request for Proposal (RFP)
- Bid Tabulation Forms
- Draft Consultant Contract
- Executed Consultant Contract
- Activity Reports
- Request for Reimbursement

Draft Request for Proposal (RFP)

TARGET DUE DATE: August 15, 2024

- The County must follow local procurement requirements.
- The draft documents for the RFP must be submitted to DCA prior to the RFP advertisement.
- The RFP should contain the following information on the projects:
 - Background information on the project
 - Scope of work
 - Timeline in which it needs to be completed
 - Expectations for review
 - Description of community role in project

Draft Consultant Contract

TARGET DUE DATE: September 1, 2024

- The County must provide a draft of the consultant contract prior to execution.
 - Placeholders can be used for unknown items such as project cost, consultant, initiation date, etc.
- The County should prepare this draft while the RFP is active.

Bid Tabulation Forms

TARGET DUE DATE: October 15, 2024

- The County shall submit a bid tabulation for that summarizes the RFP results.
- The form must include a summary of each bid, including the firm, firm's address, firm's phone number, and cost proposal.
- The County must also indicate which bid is preferred along with a justification.
- Form must be submitted prior to execution of a contract with the preferred vendor.

Consultant Contract

TARGET DUE DATE: November 1, 2024

- The County shall submit a copy of the fully executed contract between the County and the consultant.

Activity Reports

DUE DATES: October 1, 2024; January 15, 2025; April 15, 2025; July 15, 2025; November 1, 2025; February 1, 2026

- The County shall submit a report on regular intervals.
- The report should include at a minimum, the work accomplished during the performance period, estimated expenses to date, anticipated completion date, and issues for DCA to address.

Request for Reimbursement:

DUE DATE: October 30, 2026

- The County may request a reimbursement at intervals coinciding with Activity Report due dates.
- The County must provide the following documentation with the request for reimbursement:
 - Invoices or receipts for services
 - Proof of payment of services via a cancelled check.
 - Proof of check creation is not sufficient for documentation.
 - Timesheets for donated labor for each individual
 - Rate of pay verification form for each individual donating labor

EXHIBIT B
SCOPE OF WORK
WALKER COUNTY PHASE I
HISTORIC RESOURCES SURVEY

Walker County will conduct phase one of a comprehensive historic resources survey of an estimated 197 (or as many as *funds will allow up to 500*) individual resources, which will include buildings, structures, sites, and objects, constructed before 1984, and located within the unincorporated area of Walker County. The survey area is defined on the map attached to this contract as Exhibit C.

All project work shall conform to the Secretary of the Interior's *Standards for Archaeology and Historic Preservation*, which include the *Standards for Evaluation, Identification, and Registration*. The project work will be prepared in accordance to (a) *National Register Bulletin: Guidelines for Local Surveys: A Basis for Preservation Planning*; (b) the Historic Preservation Division's guidance materials for identifying and documenting Georgia's historic resources, including the "Georgia Historic Resources Survey Manual;" and (c) the DCA's Georgia's Natural, Archaeological, and Historic Resources Geographic Information System (GNAHRGIS) web-based GIS database.

The County will ensure that the consultant(s) meets professional requirements according to the Secretary of the Interior's Professional Qualification Standards (36 CFR Part 61) and possesses the following:

1. A thorough knowledge of and familiarity with American architectural history;
2. Demonstrated experience in researching and describing historic resources, conducting architectural surveys, and writing historic contexts;
3. A thorough knowledge of and familiarity with identifying and evaluating Georgia's historic resources including architectural styles and types, the GNAHRGIS database, and survey procedures;
4. Demonstrated writing skills; and
5. Experience with digital photography.

The County will ensure that consultant(s) is familiar with data categories and procedures for the GNAHRGIS system and is aware of the information contained in **Exhibit D**.

The City will ensure that all survey data and digital photographs are entered in the GNAHRGIS online database within the contract period. All data groups in GNAHRGIS will be completed for each resource surveyed and a **minimum of two (2) digital photographs**, dating to within six (6) months of the survey date, per surveyed resource will be uploaded. Resource information is entered and stored via the GNAHRGIS website. Printed (hard copy) resource "forms" are not required and are not reimbursable as part of this grant.

The County will provide a survey area map delineating surveyed parcels. The map will indicate the survey area boundary, any relevant local or National Register of Historic Places-listed historic district boundaries and any **proposed** amendments to existing boundaries, **ALL** addresses, legal parcels, **ALL**

GNAHRGIS ID numbers and **ALL** street names, and be at a scale of 1" = 200'. The map will include a key explaining boundaries.

The County will provide a native digital copy in PDF file format of the survey report and the survey map, to DCA within the contract period.

The survey report is to include at a minimum:

- **Executive summary**, which includes the total number of surveyed resources;
- **Project description**, including how the survey was funded, who sponsored the survey, the name of the surveyor, and a general description of the survey area, including a clear statement and justification of the boundaries of the area surveyed, and the total number of surveyed resources;
 - In describing the survey's funding, include the following disclaimer:
 - "This (material or preservation project) has been financed with assistance from the Historic Preservation Fund, administered by the National Park Service, U. S. Department of Interior, through the Historic Preservation Division of the Georgia Department of Community Affairs. Any opinions, findings, conclusions or recommendations expressed in this [project/product] are those of the author(s) and do not necessarily reflect the views or policies of the Department of the Interior or the Georgia Department of Community Affairs, nor does the mention of trade names, commercial products or consultants constitute endorsement or recommendation by these agencies. This program receives Federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, as amended, the U.S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, age, gender or disability in its federally-assisted programs. If you believe you have been discriminated against in any program, activity, or facility as described above, or if you desire further information, please write to: Office for Equal Opportunity, National Park Service, 1849 C Street, N. W., Washington, D.C. 20240."
- **Summary of previous preservation projects**, including previous survey efforts, local designations, National Register listings, and other historic preservation planning efforts;
- **Developmental history**, a brief but comprehensive written account of how the area developed over time, socially and physically, and how it reflects distinctive aspects of Georgia's history;
- **Survey methodology**, including the fieldwork techniques and research methods employed while conducting the survey references to previous surveys and any re-survey completed as part of this project;
- **Recommendations for future preservation activities**, including: potential National Register nominations for individual resources and/or historic districts with basic boundary justification(s) for any proposed historic districts, as applicable; potential updates and/or amendments to existing National Register historic district listings, as applicable; designation recommendations for potential local historic districts, as applicable; and potential economic development, heritage tourism, and other preservation planning activities;
 - The following disclaimer must be included in this section:
"This survey does not change the existing National Register nomination or listing in any

way, including but not limited to: contributing/noncontributing status of properties, period of significance, boundaries, and/or additional documentation. Any amendments, additional information, increase or decrease of boundaries must be made through the formal National Register process outlined in 36 CFR 60, as amended.”

- **Survey results and architectural analysis**, including the total number of surveyed resources divided into appropriate categories; a table listing all of the building types and all of the architectural styles as identified in GNAHARGIS, in addition to narrative defining the building types and architectural styles; local architectural character; some general observations (such as integrity and condition of resources, character-defining features, and apparent developmental trends), and local landmarks and eccentricities;
- **Appendix 1:** table listing all GNAHARGIS ID numbers associated with the survey paired with the address of the resource that each GNAHARGIS ID number represents.
- **Appendix 2:** A survey map that delineates the survey area; existing local historic district and National Register-listed district boundaries and potential updates and/or amendments to these existing district boundaries; and the boundaries of identified potential new historic districts (this map will be in addition to the separate 1”=200’ map discussed above).

The above criteria are the minimum standards. For more detailed guidance on the survey report, please refer to the Georgia Historic Resources Survey Manual.

All project development by the City shall be reviewed by DCA. The review process includes reviewing and approving consultant selection, the consultant contract, GNAHARGIS data, first draft of the survey report and map, subsequent drafts of the survey report and map, final draft of the survey report and map, and other materials determined necessary during project development.

Prior to review by DCA, the County shall review drafts of the survey report and map. The County shall ensure that the consultant provides GNAHARGIS survey data point documentation at the 25% and 75% data entry due dates.

The County will complete project work by the following due dates. Timelines will not be adjusted unless extreme circumstances require. Timeline adjustments will be requested and approved via written correspondence.

| | |
|------------------|--|
| January 15, 2025 | Approximately 25% of surveyed resource data entered into GNAHARGIS. Documentation spreadsheet submitted with Second Activity Report. |
| May 15, 2025 | Approximately 75% of surveyed resource data entered into GNAHARGIS. Documentation spreadsheet submitted with Third Activity Report. |
| August 15, 2025 | First Draft of Survey Report submitted in electronic format (Adobe PDF) and map to the DCA for review and comment |
| November 1, 2025 | Second Draft of Survey Report submitted in electronic format (Adobe PDF) to the DCA for review and comment, as necessary Final version of one (1) set of survey map(s) in electronic format (Adobe PDF) submitted for approval by the DCA |
| January 15, 2026 | Final Survey Report submitted to the DCA in native digital electronic format (Adobe PDF) |

**Final Survey Map Submitted to the DCA in electronic format (Adobe PDF)
All GNAHRGIS data and digital photographs for each resource completed**

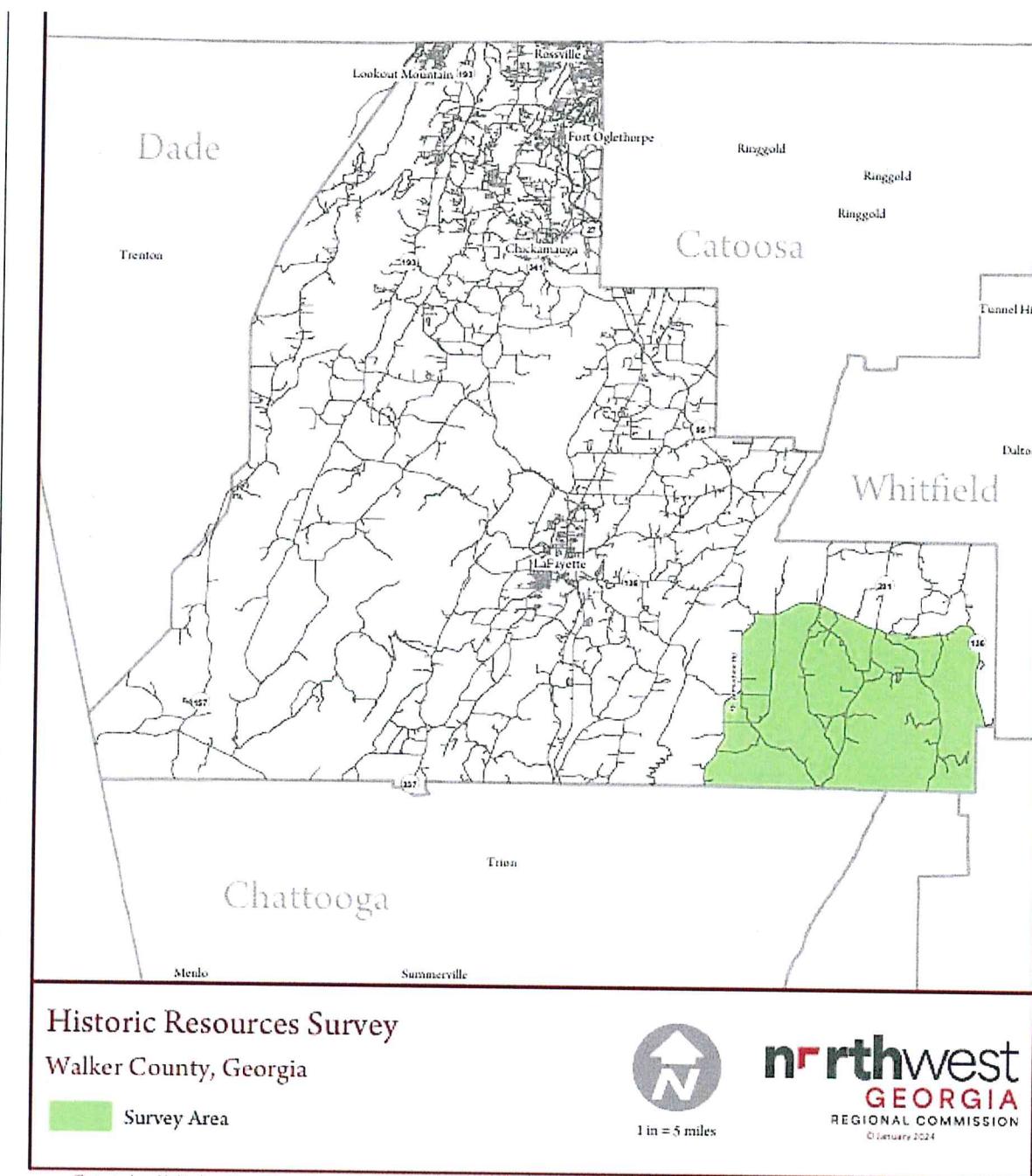
Project deliverables should be uploaded to NR-TIGERS

BUDGET

| | |
|--|----------------------------|
| FEDERAL SHARE | \$ 20,000.00 |
| MINIMUM REQUIRED MATCHING SHARE | <u>\$ 14,500.00</u> |
| MINIMUM TOTAL PROJECT COST | \$ 34,500.00 |

EXHIBIT C
MAP
WALKER COUNTY PHASE I
HISTORIC RESOURCES SURVEY

Map delineating boundaries of FY2024 HPF grant-funded historic resources survey for Walker County identified as area within the shaded parcels.



If funds allow for survey of additional resources outside of these boundaries, the consultant and the County should work with DCA to define additional survey area boundaries in a systematic manner.

EXHIBIT D
NOTE ON RESURVEY OF RESOURCES
WALKER COUNTY PHASE I
HISTORIC RESOURCES SURVEY

Include the following language in the Request for Proposal, as budgeting for resurvey of resources can impact cost and time allowances:

In 1994-1995, Walker County was surveyed, and resources documented through this survey were later entered into GNAHRGIS with varying degrees of accuracy. Therefore, this survey will likely have a high number of resurveyed resources. The below image of GNAHRGIS shows resources located within and around the proposed survey area. This means the surveyor will need to identify previously-surveyed points in GNAHRGIS and link new survey data (or resurveyed resources) to the previous entry to avoid duplicate entries for the same resource.

The surveyor will need to find the previous point or GNAHRGIS ID number via an address search, by locating the resource geographically using the GNAHRGIS map, or by exporting survey data from the GNAHRGIS Public website and filtering the points to identify those within the current survey area boundary. The address search method for locating previously surveyed resources will likely be the most helpful within municipalities or when a resource's address is clearly defined. In more rural areas of the county, where an exact address may not be immediately apparent, the method of geographically locating the resources using the GNAHRGIS map will likely be more effective.

These processes are discussed in detail in the GNAHRGIS help guides located within the web site.

Account for this process in determining time and budget allowances for this survey.

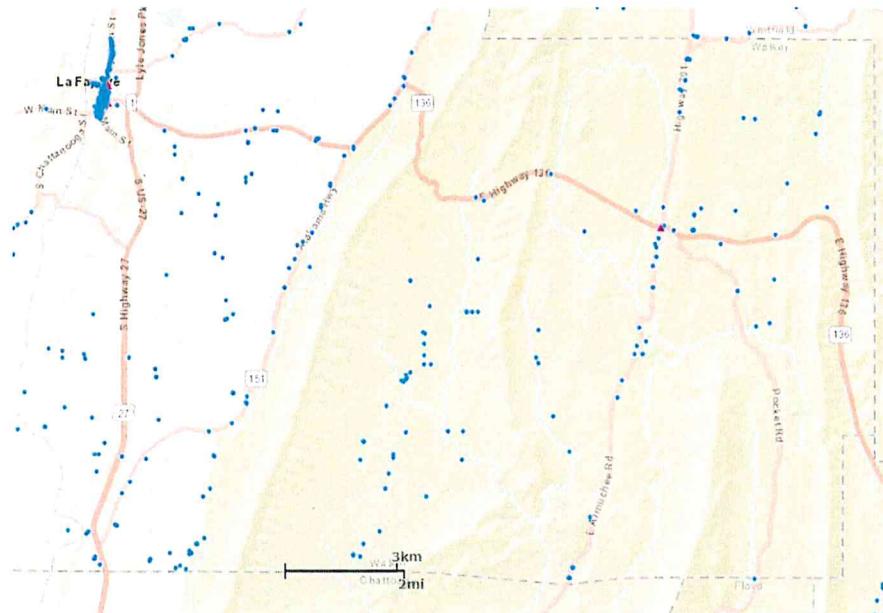


Figure 1 Screenshot of GNAHRGIS database of survey area, 7/9/2024

**RURAL FIRE DEFENSE COOPERATIVE LEASE AGREEMENT
AND
MEMORANDUM OF UNDERSTANDING**

THIS AGREEMENT made and entered into this 26 day of June, 2024, by and between the GEORGIA FORESTRY COMMISSION, an agency of the State of Georgia, hereinafter referred to as "COMMISSION," and the Walker County Fire Department, hereinafter referred to as "COOPERATOR."

Because of the intermingling of structures and wildland fuels in areas of Walker County, Georgia the objectives of the two above-mentioned organizations are inseparable, to minimize the loss of life and property as a result of uncontrolled fire. The purposes of this document are:

1. Provide for closest possible cooperation on mutual objectives.
2. To clarify the purpose and responsibilities of each organization.

WITNESSETH:

WHEREAS, it is of vital importance to the State of Georgia to protect and develop its forest land resources; and **WHEREAS**, such protection and development requires the suppression of uncontrolled fires, both within and without corporate limits; and

WHEREAS, the COMMISSION is charged by State law with providing a means of forest fire defense in all forest and rural areas; and

WHEREAS, the COOPERATOR is desirous of aiding the COMMISSION and itself in a coordinated fire program:

NOW THEREFORE, for and in consideration of the mutual benefits to each party as hereinafter appear below, both parties agree as follows:

Upon request from the COOPERATOR, the COMMISSION agrees to:

- a) Loan to the COOPERATOR, of equipment in so much as available through its Rural Fire Defense Program and described in the attached ADDENDUM.
- b) Provide the COOPERATOR a cost estimate of labor, supplies and material necessary to assemble and construct fire suppression apparatus, if applicable to this agreement and equipment requested, within the capabilities of the COMMISSION.

The COOPERATOR agrees:

- a) To reimburse the COMMISSION for costs involved in the transfer, construction, rigging and conversion of loaned equipment and/or supplies provided that are necessary to assemble and construct fire suppression vehicles, which sum shall not be refundable to the COOPERATOR. Any reimbursable cost will be billed to the COOPERATOR using the COMMISSION's invoicing procedures.
- b) To accept the responsibility of all maintenance, repair, and operation of the equipment and vehicle while in COOPERATOR'S possession at no cost to the COMMISSION nor to the State of Georgia.
- c) To shelter and protect vehicles and equipment from inclement weather, salt air, insects and rodents, vandalism and theft.
- d) To make said equipment available for inspection by the COMMISSION at any time.
- e) The COOPERATOR shall maintain either liability insurance or self-insured statuses covering all chassis on loan from the COMMISSION and provide supporting documentation for the duration of the agreement and always maintain valid proof of insurance inside of vehicle and ready for inspection.
- f) To maintain Fire Department Certificate of Compliance in accordance with the Rules and Regulations of the State of Georgia Rule 205-1-2 & Title 25 Chapter 3 Article 2 and in the event of loss of compliance during this agreement, will immediately notify the COMMISSION and return equipment.

The PARTIES mutually agree:

- a) Title to all the equipment listed on the ADDENDUM shall remain in the possession of the COMMISSION.
- b) The equipment listed on the ADDENDUM, which is State of Georgia or Federal Excess property, may not be sold, junked or traded, but must be returned to the COMMISSION for final disposition. The COMMISSION may seek reimbursement of replacement cost from the COOPERATOR for any federal or state excess property that is not returned to the COMMISSION for proper disposal.

- c) When any equipment is returned to the COMMISSION upon termination of this agreement, or for other purposes, such equipment shall have at least the same component parts as it had when the COOPERATOR received the equipment.
- d) Title to all accessories, tools, etc. added by the COOPERATOR shall remain with the COOPERATOR and may be removed prior to returning the equipment.
- e) All loaned and leased equipment and vehicles are limited to wildland fire use and the use is in the public's best interest under unusual or emergency conditions. Other uses of loaned equipment will be considered misuse of equipment and could result in the COMMISSION causing termination of the agreement.
- f) A decal, furnished by the COMMISSION, shall be affixed to the major pieces of equipment listed on the ADDENDUM in a prominent and proper location visible to the public indicating that it is a "fire unit" being operated by the COOPERATOR.
- g) Any employee of the COOPERATOR or other person enlisted by the COOPERATOR to staff and/or operate said equipment shall not be considered an employee of the COMMISSION for any purpose. The COOPERATOR shall have the responsibility for any Worker's Compensation Claim instituted by any person manning said equipment at the request of the COOPERATOR.
- h) The COOPERATOR agrees to hold harmless and relieves the COMMISSION of any accident, injury, and death occurring in the use of or operation of both loaned or reimbursed equipment and vehicle.
- i) The COOPERATOR agrees to notify the COMMISSION within 24 hours for any loss of vehicle or equipment through theft or accident, all insurance payouts and/or restitution payments for losses or damages of loaned or reimbursed equipment or vehicle will be made payable to the COMMISSION.

Operational Procedures

1. Dispatching:

- a) The COMMISSION will dispatch a crew to any known forest/brush/grass/etc. fire, or to any fires of unknown nature. The COMMISSION will cooperate with the county emergency dispatch structure by responding to wildland fires as dispatched.
- b) The COOPERATOR will dispatch a crew to any known structure fire, wildland fire, or to any fire of unknown nature.

2. Communications:

Upon arrival at the scene:

- a) The COMMISSION will provide command and control for wildland fire suppression and will coordinate with the COOPERATOR for protection of life and property threatened by a wildland fire.
- b) The COMMISSION will immediately advise the COOPERATOR of any burning or threatened structure within the area.
- c) The COOPERATOR will provide command and control for structural fire suppression and will cooperate with the COMMISSION for protection of life and property threatened by structural fires. The COOPERATOR will immediately advise the COMMISSION of any burning or threatened natural cover fuels within the area and request and/or provide assistance as needed.
- d) This agreement in no way restricts either agency from taking action in an emergency situation to save lives and property regardless of the nature of a fire, either wildland or structural.

3. Mutual Assistance:

- a) When both agencies are at the same fire, overall command and control of the incident shall lie with the agency concerned most directly with what is burning.
- b) If both woods and structures are on fire simultaneously, each agency shall endeavor to initiate unified command and provide support to each other to ensure shared resources are used effectively, public and firefighter safety, and efficient incident stability.
- c) All fire organizations involved should endeavor to accomplish wildland fire certifications and provide wildland fire personal protective equipment for firefighters who are subject to respond to wildland fires.
- d) Only the COMMISSION can authorize the use of backfires.
- e) The intended use of COMMISSION personnel and equipment is to provide protection/suppression relative only to wildland fires; i.e. grass, forestlands, brush and trees. COMMISSION personnel are not trained, nor do they possess personal protective equipment to function in environments other than those listed above.

4. Training:

- a) Each agency agrees to attend/participate/assist/etc. in the other agency's training program.
- b) The authority having jurisdiction shall be responsible to ensure that all persons participating in training and wildland, or structural fire suppression activities meet established qualifications and are properly equipped with the required personal protective equipment to safely perform tasks at the individuals assigned level of responsibility.

5. Other:

Each agency mutually agrees to provide support for fire prevention programs which will increase the public awareness of the hazards and destruction of fire and serve to make the objectives of this memorandum possible.

AGREEMENT

This agreement shall not supersede any prior agreement between the parties for the coordinated protection of uncontrolled fire on any forest lands with the State of Georgia.

This agreement shall be effective from the date first appearing on page one (1) and shall continue in force from year to year, not to exceed 3 years, unless terminated by either party by thirty (30) days written notice to the other. Updates to this agreement require written approval of each party.

The Georgia Forestry Commission and its sub-contractors are Equal Opportunity Employers and Service Providers and subject to all provisions of section 601 of the Civil Rights Act of 1964 and therefore prohibit discrimination in all programs and services on the basis of race, color, national origin, sex, religion, age, disability, political beliefs, sexual orientation, or marital or family status.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first written.

Georgia Forestry Commission

Walker County _____ Fire Department

Signature: State Forester/Director

Signature: Government Entity/Title
(Person legally authorized to enter into agreement for
COOPERATOR)

Date: _____

Date: _____

Georgia Forestry Commission

Walker County _____ Fire Department

Signature: Chief Forest Ranger

Signature: Fire Department Chief

Date: June 25 2024

Date: _____

See next page(s) for ADDENDUM to this Agreement.

ADDENDUM

**TO THE RURAL FIRE DEFENSE COOPERATIVE LEASE AGREEMENT AND MEMORANDUM OF
UNDERSTANDING BETWEEN THE GEORGIA FORESTRY COMMISSION AND
Walker County Fire Department FIRE DEPARTMENT**

All forest fire protection work shall be under the direction and supervision of the State COMMISSION, through the Director of said Commission, subject to the provisions of the Forest Fire Act and the laws of the State, now or hereafter enacted, relative to forestry and forest fire prevention and suppression. The Commission shall have power to make and enforce all rules and regulations necessary for the administration of forest fire protection. (Ga. Laws 1949, pp. 937, 938; Ga. Code 1981, Sec. 12-6-83.)

| FIRE DEPARTMENT/COOPERATOR | | | |
|--|--|---|-----------------------------|
| AREA COVERED | Fire Department/Cooperator will provide a map of the primary responsibility area(s) to the COMMISSION's County Unit that is responsible for the area. | | |
| INFORMATION | <p>Equipment: (List each vehicle, pump, tank, piece of equipment, supplies, etc.... <u>owned and/or loaned by the GFC to the Fire Department</u>. Includes <u>State and Federal</u> Excess Property that appears on GFC asset property inventory—(not Fire Fighter Property or supplies reimbursed by the COOPERATOR to the COMMISSION). Provide make, tank size, model, pump engine size, GPM of pump, and GFC# of each.</p> | <p>Personnel:(Total number of fire department personnel, does not require personnel names)</p> | |
| Description | GFC Property # | AG # (if Federal Property) | # of Paid Personnel: |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| # of Volunteer Personnel: | | | |
| # of Wildland Fire Qualified Personnel (both paid and volunteer): | | | |

Continue on next page, as needed, to include all FEPP and State owned property loaned or leased to the Fire Department

ADDENDUM (Continued)

ADDENDUM (Continued)
**TO THE RURAL FIRE DEFENSE COOPERATIVE LEASE AGREEMENT AND MEMORANDUM OF
UNDERSTANDING BETWEEN THE GEORGIA FORESTRY COMMISSION AND
Walker County Fire Department FIRE DEPARTMENT**

Instructions for Completing
Rural Fire Defense (RFD) Agreement and Memorandum of Understanding (MOU) including Addendum
Georgia Forestry Commission (GFC) and Fire Departments in Georgia

1. This RFD Agreement and MOU is necessary for each Fire Department that has loaned or leased equipment from the GFC.
2. Only one Agreement/MOU is needed for each Fire Department. If the County/City/Municipal Fire Department is organized with multiple "stations" under its organizational structure only one Agreement is necessary. However, if multiple Fire Departments are organized within the County/City/Municipality then a separate Agreement for each must be completed where state and federal excess property exist.
3. Firefighter Property (FFP) vehicles, equipment and/ or other apparatus should not be included on this Agreement. Those items are covered under a separate and different agreement.
4. All information **MUST** be TYPED in the spaces provided on the Agreement (next pages.) Please **DO NOT** handwrite information.
5. The 2024 Agreement and MOU can be found and accessed on the GFC On-line Forms Library under Protection. Any and all previous versions are NOT applicable, only use the 06/2024 Agreement and MOU. See bottom of each page to ensure the correct Agreement is being used.
6. Once open, the form can be Saved As by the Fire Department Name. Once saved, the required information can be entered in the spaces provided.
7. Once all information is entered, the form can be printed and is ready for signatures.
8. **ALL** Signatures are required.
9. The Chief Ranger (or designee) for the County Unit is responsible for entering the required information within the Agreement and within the **ADDENDUM**, showing the GFC equipment that covers each County AND the vehicles, equipment and other apparatus the GFC provides to the fire department.
10. If the GFC is providing vehicles, equipment and/or other apparatus to the fire departments the **ADDENDUM** must be completed.
11. Do **NOT** use Radio Call Signs/Identifiers on the **ADDENDUM**. Need GFC #, AG #, Make, Model, Type, etc. (engine, tractor/plow, pick up, pump, ## gallon tank, etc....) For ALL Federal Excess Personal Property (FEPP) the AG# must also appear on the **ADDENDUM**. (Remember NOT FFP)
12. All GFC vehicles, equipment and/or other apparatus must appear on the GFC asset property inventory. (Not FFP) If any do not appear on asset property inventory for the County, the Chief Ranger should initiate required steps within the A-41 system to get them added as soon as possible.
13. Once ALL signatures are obtained at the County level, the completed form should be sent to the appropriate GFC Region Office/Manager which provides management oversight for the County Unit.
14. Region management should review to ensure the Agreement and MOU are completed accurately and ALL signatures are included.
15. Region Managers should collect all Agreements and MOU's for their assigned County Units and submit them to Bo Chessier, Associate Chief of Forest Protection, collectively and all at one time for the Region. DO NOT SEND DIRECTLY TO THE DIRECTOR'S OFFICE.
16. In the cases where Counties require multiple reviews and approval steps/processes that may or will delay submission of the completed Agreement and MOU, notify Bo Chessier.
17. The deadline to submit the completed Agreements and MOU's to Forest Protection is Friday September 6th, 2024. DO NOT SEND DIRECTLY TO THE DIRECTOR'S OFFICE.
18. Forest Protection will provide all completed Agreements and MOU's to the GFC Director's Office for signature.
19. Once all signatures are obtained, the Agreement and MOU will be posted on the GFC Intranet <https://intranet.gfc.state.ga.us/RFDFireProgram/>.
20. The Agreement and MOU can be printed from there and a copy provided to the Fire Department.
21. In the cases where a specific County requires a copy with original signatures, please make a note and attach it to the Agreement and MOU when submitting to the Forest Protection Department. An original signature copy will be returned to the County Unit to be delivered to the appropriate local official.

OFFICE OF THE GOVERNOR
CRIMINAL JUSTICE COORDINATING COUNCIL

REFERENCE NO.: 11610

SUBGRANT AWARD

SUBGRANTEE: Walker County Commission

IMPLEMENTING

AGENCY: Walker County

FEDERAL FUNDS: \$ 99,000

PROJECT NAME: Drug Court

MATCHING FUNDS: \$ 33,000

SUBGRANT NUMBER: Q23-8-007

TOTAL FUNDS: \$ 132,000

GRANT PERIOD: 07/01/24-06/30/26

This award is made under the BJA Adult Drug Court Discretionary Grant Program. The purpose of the Adult Drug Court Discretionary Grant Program is to make grants to local courts and judicial circuits to establish specialty courts or dockets or expand and enhance drug courts and veterans treatment courts that effectively integrate evidence-based substance abuse treatment, mandatory drug testing, sanctions and incentives and transitional services in a judicially supervised court setting with jurisdiction over substance abusing offenders.

This grant program is subject to the administrative rules established by the Criminal Justice Coordinating Council. This subgrant shall become effective on the beginning date of the grant period, provided that within thirty (30) days of the award execution date (below) the properly executed original of this "Subgrant Award" is returned to the Criminal Justice Coordinating Council.

AGENCY APPROVAL

SUBGRANTEE APPROVAL

Steven Hatfield

Steven Hatfield, Deputy Director
Criminal Justice Coordinating Council

Signature of Authorized Official Date

07/01/24

Typed Name & Title of Authorized Official

58-6000901-001

Employer Tax Identification Number (EIN)

INTERNAL USE ONLY

| TRANS CD | REFERENCE | ORDER | EFF DATE | TYPE | PAY DATE | INVOICE | CONTRACT # |
|----------|-----------|-------|----------|------|-------------|---------|------------|
| 102 | 11610 | 1 | 07/01/24 | 9 | | ** | Q23-8-007 |
| OVERRIDE | ORGAN | CLASS | PROJECT | | VENDOR CODE | | |
| 2 | 46 | 4 | 11601 | | | | |

| ITEM CODE | DESCRIPTION 25 CHARACTERS | EXPENSE ACCT | AMOUNT |
|-----------|---------------------------|--------------|-----------|
| 1 | Drug Court | 624.41 | \$ 99,000 |

CRIMINAL JUSTICE COORDINATING COUNCIL
SUBGRANT ADJUSTMENT REQUEST
FEDERAL GRANT #

PAGE 1 OF 2

ADJ REQUEST #: 1

REQUEST DATE: 7/26/24

SUBGRANTEE: Walker County Commission
PROJECT NAME: FY23 Housing Grant

SUBGRANT #: Q23-8-007

NATURE OF ADJUSTMENT:

Mark all that apply.

Adjustments of each type
shown should be entered
in the section indicated.

REVISED BUDGET Go To SECTION I
 PROJECT PERIOD AND/OR EXTENSION. Go To SECTION II
 PROJECT OFFICIALS/ADDRESSES. . . . Go To SECTION III
 PROJECT PERSONNEL. Go To SECTION III
 GOALS AND OBJECTIVES Go To SECTION III
 OTHER. Go To SECTION III

MUST BE JUSTIFIED AND EXPLAINED THOROUGHLY IN SECTION IV.

SECTION I. REQUEST FOR BUDGET CHANGE - JUSTIFY IN SECTION IV.

| | CURRENT APPROVED | REVISIONS +/- | REVISED BUDGET |
|-----------|------------------|---------------|----------------|
| PERSONNEL | \$ 132,000 | -99,000 | 33,000 |
| EQUIPMENT | 0 | | |
| SUPPLIES | 0 | | |
| TRAVEL | 0 | | |
| PRINTING | 0 | | |
| OTHER | 0 | +99,000 | 99,000 |
| TOTAL | \$ 132,000 | | 132,000 |
| Federal | \$ 99,000 | | 99,000 |
| Match | \$ 33,000 | | 33,000 |

SECTION II. REQUEST FOR CHANGE IN PROJECT PERIOD - JUSTIFY IN SECTION IV.

| CURRENT GRANT PERIOD | REQUESTED GRANT PERIOD | FOR EXTENSION, # OF MONTHS: |
|----------------------|------------------------|--------------------------------|
| Start Date: 07/01/24 | Start Date: _____ | _____ |
| End Date: 06/30/26 | End Date: _____ | _____ |

NOTE: The maximum extension request cannot exceed 12 months.

SECTION III. REQUESTS FOR REVISIONS TO PROJECT OFFICIALS/ADDRESSES, PROJECT PERSONNEL,
GOALS AND OBJECTIVES, AND/OR OTHER NON-BUDGET, NON-PERIOD CHANGES
(JUSTIFY IN SECTION IV.)

PRINT DATE: 07/08/24
GMIS DOCUMENT 3A

CRIMINAL JUSTICE COORDINATING COUNCIL
SUBGRANT ADJUSTMENT REQUEST
FEDERAL GRANT #

PAGE 2 of 2

ADJ REQUEST #: 1

REQUEST DATE: _____

SUBGRANTEE: Walker County Commission
PROJECT NAME: FY23 Housing Grant

SUBGRANT #: Q23-8-007

SECTION IV. JUSTIFICATION OF ALL REQUESTED ADJUSTMENTS, REVISIONS, AND/OR CHANGES

All requested adjustments in Sections I, II & III (page 1) must be justified in detail in this Section. Include item costs, descriptions, equipment lists, detailed explanations, and any other information that would further clarify and support your request for adjustment. Attach additional pages as needed.

SUBMITTED BY:

Signature of Financial Officer or Project Director _____ Chairman/CEO _____
Title _____ Date _____

CJCC ROUTING AND APPROVALS: Approval Disapproval Reviewer Signature
Reviewed By: _____
Authorized By: _____

**CRIMINAL JUSTICE COORDINATING COUNCIL
BJA FY23 ADULT TREATMENT COURT DISCRETIONARY GRANT PROGRAM
SPECIAL CONDITIONS**

1. Compliance with restrictions on the use of federal funds – prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the subgrantee to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment> (Award condition: Compliance with restrictions on the use of federal funds – prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

Initials 

2. Requirements of the award; remedies for non-compliance or for materially false statements.

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the subgrantee that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ) may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" ([ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm](https://www.ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm)), and incorporated by reference into the award.

By signing and accepting this award on behalf of the subgrantee, the authorized official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized official, all assurances or certifications submitted by or on behalf of the subgrantee that relate to conduct during the period of performance.

Failure to comply with one or more award requirements – whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period – may result in OJP taking appropriate action with respect to the subgrantee and the Among other things, the CJCC may withhold award funds, disallow costs, or suspend or terminate the award. CJCC, DOJ, and OJP also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable, such provision shall be deemed severable from this award.

Initials 

3. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (the "Part 200 Uniform Requirements") apply to this FY 2022 award from the Office of Justice Programs (OJP).

The Part 200 Uniform Requirements were adopted by the DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or supplemental award) that are obligated on or after the acceptance date of this FY 2022 award.

For more information on the Part 200 Uniform Requirements, as they relate to OJP awards, see the Office of Justice Programs (OJP) website at <http://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the subgrantee must retain --- typically for a period of 3 years from date of submission of the final expenditure report, unless a different retention period applies – and to which the subgrantee must provide access, include performance measurement information, in addition to financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

Initials 

4. References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted to the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The subgrantee agrees to comply with the DOJ Grants Financial Guide.

Initials _____

5. The subgrantee understands that, in accepting this award, The Authorized Official declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the subgrantee entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The subgrantee further understands, and agrees, that it will not assign anyone to the role of the Authorized Official during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

Initials 

6. On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

Initials 

7. A subgrantee that is eligible under the Part 200 Uniform Requirements to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

Initials 

8. The subgrantee agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this OJP award, and those award funds have been, are being, or are used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this OJP award, the subgrantee will promptly notify, in writing, the grant manager for this CJCC award and, if so requested by CJCC, seek a budget-modification or change-of-project-scope Subgrant Adjustment Request (SAR) to eliminate any inappropriate duplication of funding.

Initials 

9. The subgrantee must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

Initials 

10. The subgrantee must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

Initials 

11. The subgrantee must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at <https://ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

Initials 

12. The subgrantee must comply with applicable requirements the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The details of the subgrantee's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm>. This condition does not apply to an award to an individual who received the award as a natural person (i.e. unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

Initials S

13. Employment eligibility verification for hiring under the award

1. The subrecipient must—

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the subrecipient properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the subrecipient who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and
(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

3. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all subrecipient officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the subrecipient may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the subrecipient uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any subrecipient at any tier, any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 3.B., shall be understood to relieve any subrecipient or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email EVerify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to CJCC, before award acceptance.

Initials 

14. The subgrantee must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it --1 creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The subgrantee's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach

Initials 

15. The subgrantee must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently \$250,000). This condition applies to agreements that – for purposes of federal grants administrative requirements – OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm>.

Initials 

16. The subgrantee agrees to comply with all applicable requirements pertaining to prohibited conduct related to the trafficking of persons, whether on the part of subgrantee or individuals defined as employees of the subgrantee.

The details of the subgrantee's obligation related to prohibited conduct related to trafficking in persons are posted on the OJP website at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm>. Prohibited conduct by subgrantees related to trafficking in persons (including reporting requirement and OJP authority to terminate award) and are incorporated by reference here.

Initials 

17. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by CJCC -- that a purpose of some or all of the activities to be carried out under the award is to benefit a set of individuals under 18 years of age.

The subrecipient must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at
<https://ojp.gov/funding/Explore/Interact-Minors.htm>

Initials 

18. The subgrantee agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages, and costs of attendance at such events. Information on pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (Section 3.10 of "Postaward Requirements" in the DOJ Grants Financial Guide).

Initials 

19. The subgrantee must collect, maintain, and provide to OJP, data that measures the performance and effectiveness of activities under this award, in the manner, and within the timeframes, specified in the program solicitation, or as otherwise specified by OJP. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

Initials 

20. The subgrantee agrees to submit all data as requested by CACJ via the state funded case management system. This includes not just required data, but all data (e.g., required and optional) that is applicable to referrals and participants reported during the grant period. The subgrantee may be asked to provide additional data to the grant evaluators or CACJ upon request.

Initials 

21. The recipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

Initials 

22. The subgrantee understands and agrees that CJCC may withhold award funds, or may impose other related requirements, if the subgrantee does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

Initials 

23. The subgrantee agrees to comply with any additional requirements that may be imposed by CJCC during the period of performance for this award, if the subgrantee is designated as "high risk" for purposes of the DOJ high-risk grantee list.

Initials 

24. The subgrantee agrees to comply with all applicable requirements of 28 C.F.R. part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets rules and requirements that pertain to subgrantee organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to subgrantees that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

Initials 

25. The subgrantee understands that as a matter of federal law, federal funds awarded by OJP may not be used by the subgrantee, either directly or indirectly, to support or oppose enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See U.S.C. 1913 (exceptions exist if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law)

Subgrantee understands that federal funds awarded by OJP cannot be used to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, or subcontract or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

If questions should arise as to whether a particular use of federal funds by the subgrantee would or might fall within the scope of these prohibitions, the subgrantee is to contact CJCC for guidance and may not proceed without the express prior written approval of OJP. If any changes occur in the subgrantee's lobbying status or activities, a revised Disclosure of Lobbying Activities Form must be submitted.

Initials 

26. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The subgrantee agrees to promptly refer to the DOJ OIG any credible evidence that an employee, agent, contractor, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds.

Potential fraud, waste, abuse, or misconduct should be reported to the OIG by mail:

Office of the Inspector General
U.S. Department of Justice
Investigations Division
ATTN: Grantee Reporting
950 Pennsylvania Ave, NW
Washington, DC 20530

e-mail: oig.hotline@usdoj.gov

Facsimile fax: Direct to DOJ OIG Investigations Division (attn: Grantee Reporting) at (202) 616-9881
Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

Initials 

27. Restrictions and certifications regarding non-disclosure agreements and related matters

No subgrantee under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with the law) of waste, fraud, or abuse to and investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The forgoing is not intended, and shall not be understood by the agency making the award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the subgrantee –
 - a. represents that it neither required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the agency making the award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
2. If the subgrantee does or is authorized to make subawards or contracts under this award –
 - a. it represents that –
 - (1) it has determined that no other entity that the subgrantee's application proposes may or will receive award funds (whether through a subaward, contract, or subcontract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit the otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - (2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
 - b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

Initials 

28. The subgrantee agrees to comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The subgrantee agrees to inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact CJCC for guidance.

Initials 

29. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Reg. 51225 (October 1, 2009), the Department of Justice and the CJCC encourages grantees and subgrantees to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

Initials 

30. The subgrantee agrees to comply with CJCC grant monitoring guidelines, protocols, and procedures, and to cooperate with CJCC on all grant monitoring requests, including requests related to desk reviews and/or site visits. The recipient agrees to provide to CJCC all documentation necessary to complete monitoring tasks. Further, the subgrantee agrees to abide by reasonable deadlines set by CJCC for providing requested documents. Failure to cooperate with CJCC's grant monitoring activities may result in sanctions affecting the subgrantee's DOJ awards, including, but not limited to: withholdings and/or other restrictions, designation of the subgrantee as a DOJ High Risk Grantee, or termination of an award(s).

Initials 

31. If the subgrantee is designated as "high risk" by a federal grant making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to CJCC by email. The disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

Initials 

32. The subrecipient agrees that it will submit semiannual progress reports. Progress reports shall be submitted within 30 days after the end of the reporting periods, which are June 30 and December 31, for the life of the award. These reports will be submitted to CJCC per the direction of the Planning and Policy Development Specialist.

Initials 

33. Applicants must ensure that Limited English Proficiency persons have a meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and Safe Streets Act, subgrantees are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translations when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the internet at www.lep.gov.

Initials 

34. The subgrantee agrees to submit to CJCC for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the subgrantee's or government's expense, shall contain the following statements: "This project was supported by [Grant No.] awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

Initials 

35. The subgrantee understands and agrees that no award or matching funds may be used to provide services for violent offenders as defined in 42 U.S.C. 3797u-2, a ?violent offender? Means a person who? (1) is charged with or convicted of an offense that is punishable by a term of imprisonment exceeding one year, during the course of which offense or conduct? (A) the person carried, possessed, or used a firearm or dangerous weapon; (B) there occurred the death of or serious bodily injury to any person; or (C) there occurred the use of force against the person of another, without regard to whether any of the circumstances described in subparagraph (A) or (B) is element of the offenses or conduct of which or for which the person is charged or convicted; or (2) has 1 or more prior convictions for a felony crime of violence involving the use or attempted use of force against a person with the intent to cause death or serious bodily harm.

Initials 

36. The subrecipient shall transmit to CJCC copies of all official award-related press releases at least ten (10) working days prior to public release. Advance notice permits time for coordination of release of information by CJCC and BJA where appropriate and to respond to press or public inquiries.

Initials 

37. All BJA-funded adult drug courts must be operated based on the 10 key components for drug courts, which are found in BJAs and National Association of Drug Court Professionals (NADCP) publication: Defining Drug Courts: The Key Components at <https://www.ncjrs.gov/pdffiles1/bja/205621.pdf>. During the grant period of performance, if BJA concludes that a funded drug court is not conforming to the 10 key components, it retains the right to place the award recipient on a corrective action plan to bring the drug court into conformance. Continued failure to maintain conformance to the key components may result in a hold placed on award funds or suspension/termination of the grant award agreement.

Initials 

38. Regarding medication-assisted treatment (MAT), the award recipient understands and agrees to the following: 1) all clients in a BJA-funded drug court have a right to access MAT under the care and prescription of a physician to the extent MAT is clinically indicated; 2) BJA-funded drug courts must not deny any eligible client enrollment to the drug court program because of their use of FDA-approved medications for the treatment of substance abuse; 3) MAT must be permitted to be continued for as long as the prescriber determines that the FDA-approved medication is clinically beneficial; 4) while under no circumstances can a BJA-funded drug court program deny access to MAT under the care and prescription of a physician when it is clinically indicated, a judge retains judicial discretion to mitigate/reduce the risk of abuse, misuse, or diversion of these medications; and 5) federal funds shall not be used to support activities that violate the Controlled Substances Act, 21 U.S.C. 801-904.

Initials 

39. Award recipients must verify Point of Contact (POC), Financial Point of Contact (FPOC), and Authorized Representative contact information, including telephone number and e-mail address. If any information is incorrect or has changed, a Subgrant Adjustment Request (SAR) must be submitted in writing to document changes.

Initials 

40. The subgrantee agrees that no funds under this grant award may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

Initials 

41. The subgrantee agrees that a detailed justification for consultant/contractor fees in excess of \$650.00 per day must be submitted to and approved by the Office of Justice Program office and the CJCC Council prior to obligation or expenditure of such funds.

Initials 

42. The subgrantee agrees to cooperate with any assessments, national evaluations efforts, or information on data collection requests, including, but not limited to, the provision of any information for the assessment or evaluation of any activities within this project.

Initials 

43. The subgrantee agrees that funds provided under this award shall be used only for the purposes and types of expenses set forth in the solicitation. Any questions concerning this provision should be directed to CJCC prior to incurring the expense or commencing the activity in question.

Initials 

44. The subgrantee agrees to fully cooperate with any monitoring or evaluation activities, and any related training activities, initiated and/or conducted by the CJCC during and subsequent to the award period.

Initials 

45. Subgrantee agrees that with respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (The Subgrantee may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.

Limitations on compensation rates allowable under this award may be waived on a individual basis at the discretion of BJA.

Initials 

46. The subgrantee agrees to track, account for, and report on all funds from this award separately from all other funds, including Department of Justice funds from awards for the same or similar purposes or programs. Accordingly, the accounting systems of the subgrantee must ensure that funds from this award are not comingled with funds from any other source. The subgrantee further agrees that all personnel whose activities are to be charged to the award will maintain timesheets to document hours worked for activities related to this award and non-award related activities.

Initials 

47. All subgrantees must have written policies and procedures which govern the fiscal management of grant funds.

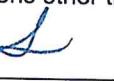
Initials 

48. This award is contingent upon the successful submission of all required CJCC application documents, as well as the timely resolution of outstanding compliance issues. The subgrantee agrees to maintain programmatic and fiscal compliance during the application process and throughout the life of the grant award. If the application submitted for this grant award was deemed incomplete due to missing documents, the subgrantee agrees to provide the necessary documentation to complete the award packet within the time frame designated by CJCC. In addition, if, during a monitoring activity (e.g., site visit, desk review, technical assistance visit), findings are identified, the subgrantee agrees to take the necessary steps to address the findings within the time frame designated by CJCC.

If the subgrantee does not adequately resolve findings resulting from a monitoring activity or provide requested documents within the time frame designated by CJCC, the subgrantee will be deemed non-compliant and placed on a 90-day probationary period. If the required actions have not been resolved by the end of the 90-day probationary period (e.g., the requested documents have not been submitted and/or compliance issues remain outstanding/unresolved), the subgrantee understands that the awarded amount will be rescinded.

Initials 

49. The subgrantee certifies that federal funds will not be used to supplant funds that would otherwise be made available for grant-funded initiatives. Federal funds must be used to supplement existing funds for program activities and not replace funds appropriated for the same purpose. Potential supplanting will be the subject of application review, as well as pre-award review, post-award monitoring, and audit. If there is a potential presence of supplanting, the subgrantee will be required to document that the reduction in non-federal resources occurred for reasons other than the receipt or anticipated receipt of federal funds.

Initials 

50. The subgrantee must submit Subgrant Adjustment Request #1 with the completed award package. The adjustment request must be accompanied by a detailed project budget that itemizes all projected expenditures. The project budget and summary will not be established, or officially approved, until the subgrantee receives a written approval notice from the CJCC. All project costs and project activities must coincide with the approved budget, summary, and implementation plan unless subsequent revisions are approved by the CJCC.

Initials *S*

51. The subgrantee must submit subsequent requests to revise the budget, project summary, and project plan prior to implementing any substantial changes, but no later than 60 days prior to the end of the subgrant period.

Initials *S*

52. The subgrantee agrees to submit requests for reimbursement on either a monthly or quarterly basis, as selected by the subgrantee at the time of award. Subgrant Expenditure Reports are due 15 days after the end of the month (if reporting monthly) or 30 days after the end of the quarter (if reporting quarterly).

Initials *S*

53. The subrecipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

Initials *S*

Please be advised that failure to comply with any of the Special Conditions will result in material noncompliance with the Subgrant Agreement, thus subjecting the Subgrant Agreement to possible termination by the CJCC.

Authorized Official Signature

Date

Shannon K. Whiffel

Print Authorized Official Name

Title

DESIGNATION OF GRANT OFFICIALS

| | | |
|---|--|-----|
| LEGAL NAME OF AGENCY: | Walker County Commissioner of Roads and Revenue | |
| PROJECT TITLE: | LMJC Accountability Courts- Drug Court and Mental Health Court | |
| GRANT NUMBER: | Q23-8-007 | |
| <p><input type="checkbox"/> Mr. <input checked="" type="checkbox"/> Ms.</p> | | |
| <p>Gretchen Neal</p> | | |
| PROJECT DIRECTOR NAME (Type or Print) | | |
| LMJC Drug Court Coordinator | | |
| Title and Agency | | |
| PO Box 445 LaFayette, Ga 30728 | | |
| Official Agency Mailing Address 706/638-1437 or 706-639-0899 | City | Zip |
| Daytime Telephone Number | Fax Number | |
| E-Mail Address | | |
| <p><input checked="" type="checkbox"/> Mr. <input type="checkbox"/> Ms.</p> | | |
| <p>Greg McConnell</p> | | |
| FINANCIAL OFFICER (Type or Print) | | |
| Finance Officer Walker County | | |
| Title and Agency | | |
| PO Box 445 LaFayette, Ga 30728 | | |
| Official Agency Mailing Address 706-638-1437 | City | Zip |
| Daytime Telephone Number g.mcconnell@walkerga.us | Fax Number | |
| E-Mail Address | | |
| <p><input checked="" type="checkbox"/> Mr. <input type="checkbox"/> Ms.</p> | | |
| <p>Shannon Whitfield</p> | | |
| AUTHORIZED OFFICIAL (Type or Print) | | |
| Chairman/CEO Walker County | | |
| Title and Agency | | |
| PO Box 445 LaFayette, Ga 30728 | | |
| Official Agency Mailing Address 706-638-1437 | City | Zip |
| Daytime Telephone Number commissioner@walkerga.us | Fax Number | |
| E-Mail Address | | |

DESIGNATION OF GRANT OFFICIALS - INSTRUCTIONS

On the following page, fill in the name, title, address, and phone number for the project director, the financial officer, and the authorized for the grant. No two officials can be the same person.

A. Project Director

This official must be an employee of the applicant agency or from a contractor organization, at the applicant's option, who will be directly responsible for operation of the project.

B. Financial Officer

This person must be the chief financial officer of the applicant agency such as the county auditor, city treasurer/controller, or the board treasurer.

C. Authorized Official

This person is the official who is authorized to apply for, accept, decline, or cancel the grant for the applicant agency. This must be the executive director of a state agency, chairperson of the county Board of Commissioners, city mayor, chairperson of the city council, or the chairman/president of the board of directors. All correspondence regarding the grant application must be signed by the authorized official. Once an award has been made, the authorized official may designate someone to sign this documentation by submitting a letter on agency letterhead to CJCC.

CRIMINAL JUSTICE COORDINATING COUNCIL REIMBURSEMENT SELECTION FORM

SUBGRANT NUMBER: Q23-8-007

AGENCY NAME: Walker County Commissioner of Roads and Revenue

1. SELECT A SCHEDULE FOR SUBMITTING REIMBURSEMENTS (CHECK ONE BOX)

MONTHLY (Requests for reimbursement are due 15 days after the end of the month)
 QUARTERLY (Requests for reimbursement are due 30 days after the end of the quarter)

2. SELECT A PROCESS FOR RECEIVING REIMBURSEMENT PAYMENTS (CHECK ONE BOX)

ELECTRONIC FUNDS TRANSFER (Reimbursements will be deposited into the bank account listed below. A voided check must be attached to ensure proper routing of funds.)

AGENCY CONTACT NAME: Greg McConnell

AGENCY CONTACT
TELEPHONE NUMBER: 706-638-1437

AGENCY AUTHORIZED
OFFICIAL NAME AND TITLE: Shannon K. Whitfield, CEO/Chairman

AGENCY AUTHORIZED
OFFICIAL SIGNATURE: _____

CHECK (Reimbursements will be mailed in the form of a check to the address listed below)

MAILING ADDRESS: _____

CITY, STATE & ZIP: _____

ATTENTION: _____

AGENCY AUTHORIZED
OFFICIAL SIGNATURE: _____

For CJCC Use ONLY

| | |
|-------------------------|--|
| CJCC Auditor: | |
| Phone Number: | |
| Grant Award Number: | |
| GBI Entry Initial/Date: | |



No Changes

SUPPLIER CHANGE REQUEST FORM

Agency Supplier Liaisons MUST complete the Agency Liaison Use Only sections AND ensure the supplier has completed sections 1 - 3, the Supplier Use Only sections prior to submitting this form to SAO.

NEW

EXISTING

SUPPLIER ID NUMBER: Agency Use Only

0 0 0 0 [] [] [] [] [] [] [] []

SECTION 1: SUPPLIER IDENTIFICATION

FEI/SSN/TIN

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| 5 | 8 | 6 | 0 | 0 | 0 | 9 | 0 | 1 |
|---|---|---|---|---|---|---|---|---|

Supplier Name: Walker County Commissioner of Roads and Revenue

Doing Business As (dba): If applicable

SUPPLIER ADDRESS

Address 1: PO Box 445

Address 2: []

City: LaFayette

State: Ga Postal Code: 30728

Contact Email: []

Primary Phone #: (706) 638-1437

Ext: []

Secondary Phone #: []

Ext: []

Landline

Cell Used for Identity Verification

Landline

Cell Used for Identity Verification

Driver's License #: For individuals only []

DL State: []

SECTION 2: BANK ACCOUNT INFORMATION

Required for New and Reactivating suppliers to add/change bank information to receive payments via ACH.

I do not wish to provide banking information and understand all payments made to me will be via check.

Replace Remittance Address at Loc # [] With Addr ID # []

Replace Invoicing Address at Loc # [] With Addr ID # []

Add New Bank Account Change Bank Account Enter Loc # [] Agency Liaisons are required to complete items on this line for bank changes

ROUTING #

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| 0 | 6 | 1 | 1 | 0 | 3 | 1 | 8 | 2 |
|---|---|---|---|---|---|---|---|---|

NEW ACCOUNT # []

Last Four Digits of Previous Bank Account # For changes only [] [] [] []

Check here if General Bank Account can be used by ALL State of Georgia agencies making payments.

Check here if this account can only be used for a SPECIFIC PURPOSE []

DESCRIBE SPECIFIC PURPOSE

ACCOUNTS RECEIVABLE NOTIFICATION

PAYMENT REMIT EMAIL ADDRESS 1: []

PAYMENT REMIT EMAIL ADDRESS 2: []

I authorize the State of Georgia to deposit payment for goods and/or services received into the provided bank account by the Automated Clearing House (ACH). I further acknowledge that this agreement is to remain in full effect until such time as changes to the bank account information are submitted in writing by the vendor or individual named below. It is the sole responsibility of the vendor or individual to notify the State of Georgia of any changes to the bank account information. The State of Georgia independently authenticates bank account ownership.

Printed Name of Company Officer

Signature of Company Officer

Date

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee or the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

Approved by OMB
0348-0046

| | | |
|---|--|--|
| 1. Type of Federal Action: <input checked="" type="checkbox"/> B a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance | 2. Status of Federal Action: <input checked="" type="checkbox"/> B a. bid/offer/application b. initial award c. post-award | 3. Report Type: <input checked="" type="checkbox"/> A a. initial filing b. material change For Material Change Only: year _____ quarter _____ date of last report _____ |
| 4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input checked="" type="checkbox"/> Subawardee Tier _____, if known: Walker County Commissioner of Roads and Revenue 101 South Duke Street LaFayette, Ga 30728 | | 5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: State of Georgia Criminal Justice Coordinating Council 104 Marietta Street NW, Suite 440 Atlanta, Ga 30303-2743 |
| Congressional District, if known: Ga-014 | | Congressional District, if known: |
| 6. Federal Department/Agency: US Department of Justice, Office of Justice Programs Bureau of Justice Assistance | | 7. Federal Program Name/Description: FY23 Adult Treatment Court Discretionary Grant CFDA Number, if applicable: _____ |
| 8. Federal Action Number, if known: | | 9. Award Amount, if known: \$ _____ |
| 10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i> Walker County does not conduct lobbying activities | | b. Individuals Performing Services (including address if different from No. 10a) <i>(last name, first name, MI):</i> |
| 11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. | | Signature: _____ Print Name: Shannon K. Whitfield Title: Chairman/CEO Walker County Telephone No.: 706-638-1437 Date: _____ |
| Federal Use Only: | | Authorized for Local Reproduction Standard Form LLL (Rev. 7-97) |



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an on-going drug-free awareness program to inform employees about—
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE (GRANTEEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 Seventh Street NW., Washington, DC 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address: Walker County Commissioner of Roads and Revenue
101 South Duke Street
LaFayette, Ga 30728

LMJC Accountability Courts- Drug Court and Mental Health Court

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

Shannon K. Whitfield, CEO/Chairman

4. Typed Name and Title of Authorized Representative

5. Signature

6. Date



U.S. DEPARTMENT OF JUSTICE

CERTIFIED STANDARD ASSURANCES

On behalf of the Applicant, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the U.S. Department of Justice ("Department"), that all of the following are true and correct:

(1) I have the authority to make the following representations on behalf of myself and the Applicant. I understand that these representations will be relied upon as material in any Department decision to make an award to the Applicant based on its application.

(2) I certify that the Applicant has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.

(3) I assure that, throughout the period of performance for the award (if any) made by the Department based on the application--

- a. the Applicant will comply with all award requirements and all federal statutes and regulations applicable to the award;
- b. the Applicant will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and
- c. the Applicant will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.

(4) The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition--

- a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
- b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by

the Office on Violence Against Women, also may apply to an award made otherwise;

- c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and
- d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

(5) The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

(6) I assure that the Applicant will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).

(7) I assure that the Applicant will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.

(8) If this application is for an award from the National Institute of Justice or the Bureau of Justice Statistics pursuant to which award funds may be made available (whether by the award directly or by any subaward at any tier) to an institution of higher education (as defined at 34 U.S.C. § 10251(a)(17)), I assure that, if any award funds actually are made available to such an institution, the Applicant will require that, throughout the period of performance--

- a. each such institution comply with any requirements that are imposed on it by the First Amendment to the Constitution of the United States; and
- b. subject to par. a, each such institution comply with its own representations, if any, concerning academic freedom, freedom of inquiry and debate, research independence, and research integrity, at the institution, that are included in promotional materials, in official statements, in formal policies, in applications for grants (including this award application), for accreditation, or for licensing, or in submissions relating to such grants, accreditation, or licensing, or that otherwise are made or disseminated to students, to faculty, or to the general public.

(9) I assure that, if the Applicant is a governmental entity, with respect to the award (if any) made by the Department based on the application--

- a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C.

§§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and

b. it will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

(10) If the Applicant applies for and receives an award from the Office of Community Oriented Policing Services (COPS Office), I assure that as required by 34 U.S.C. § 10382(c)(11), it will, to the extent practicable and consistent with applicable law--including, but not limited to, the Indian Self-Determination and Education Assistance Act--seek, recruit, and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions, as provided under 34 U.S.C. § 10382(c)(11).

(11) If the Applicant applies for and receives a DOJ award under the STOP School Violence Act program, I assure as required by 34 U.S.C. § 10552(a)(3), that it will maintain and report such data, records, and information (programmatic and financial) as DOJ may reasonably require.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

Signature _____

Instructions for Federal Debarment Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

U.S. Department of Justice
Office of Justice Programs
Office of the Comptroller

**Federal Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Shannon K. Whitfield, CEO/Chairman

Signature

Date

Walker County Commissioner of Roads and Revenue

Name of Organization

Walker County Commissioner of Roads and Revenue

Address of Organization

101 South Duke Street LaFayette, Ga 30728

BRIAN P. KEMP
GOVERNOR



JAY NEAL
EXECUTIVE DIRECTOR

Audit Requirements

State and local governments are governed by the Single Audit Act of 1984 and OMB Circular A-133, as amended, which is effective regarding audits beginning July 1, 1996 and thereafter. The type of audit required under the Circular is dependent upon the amount of total Federal funds expended in the sub-recipient's fiscal year.

State or local governments and non-profit organizations that expend \$750,000 or more a year in Federal funds shall have an audit made in accordance with the Single Audit Act of 1984 and OMB Circular A-133, as amended. This audit report is due in the State Administering Agency's office not later than nine (9) months after the end of the sub-recipient's fiscal year.

State or local Governments that expend less than \$750,000 in federal funds yearly shall be exempt from compliance with the Single Audit Act and other Federal audit requirements

[Note: This does not exempt you from the requirement to maintain, produce, and report financial and other records and documentation relative to the expenditure of these grant funds upon request of the State or Federal Agency administering this program]

Please provide the following information:

Period of Fiscal Year: _____

Date of Last Audit: _____

Date of Next Audit: _____

Anticipated Date of
Next Scheduled
Audit Will Be
Forward to the
Council: _____

[Note: If the total amount of your agency's federal funds expenditures (including this grant) does not equal or exceed \$750,000 you may write "Not Applicable" in this space.]

CIVIL RIGHTS CONTACT

(1) **Civil Rights Contact Person:** _____

(2) **Title/Address:**

(3) **Telephone Number:** _____

(4) **Number of persons employed
by the organizational unit
(agency) responsible for
administering the subgrant:** _____

Questions regarding the EEOP compliance requirements in connection with funding under this program should be addressed directly to the Office of Civil Rights Compliance, Office of Justice Programs, 633 Indiana Avenue, NW, Washington, D.C. 20531. That Office may be reached at (202) 724-7861.



Walker County Planning Office
Rezone, Conditional Use Variance & Variance Application

Rezone Conditional Use Variance Variance

| Current Zoning: | Requested Change: | |
|------------------|-------------------|--------|
| R-2 | | |
| Map & Parcel | Date: | Fee: |
| 0-205-097 + 119A | 6-26-24 | \$1500 |

Applicant/Owner & Phone: Safe Future Real Estate Investments, LLC

Street Name & Number: 4157 Rovello Way

Mailing Address: 4157 Rovello Way / 217 Claire St - Rossville

City, State, Zip Code: Buford, GA 30519

Request: Two easements less than 50 feet in width

8 homes on less than one acre

and use of a shared driveway/easement

PLANNING COMMISSION RECOMMENDATION:

8-15-2024

APPROVED AS SUBMITTED

APPROVED WITH CONDITIONS

TABLED

DENIAL

BOARD OF COMMISSIONERS FINAL DECISION:

APPROVED AS SUBMITTED

APPROVED WITH CONDITIONS

TABLED

DENIAL

The following disclosure is required of the applicant(s) by Section 36-67A 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 YES, 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 total dollar amount(s) of each campaign made by the applicant to each local official during the two years immediately preceding the filling of the application.
- C) An enumeration and description of each gift having value of \$250.00 or more made by the applicant to each local government official within the past two years.

Signature of Applicant/Owner:

19/06/24


Applicant/Owner

19/06/24
6-26-24



Walker County Planning Office
Rezone, Conditional Use Variance & Variance Application

Rezone Conditional Use Variance Variance

| Current Zoning: | Requested Change: | |
|-----------------|-------------------|--------|
| B-2 | | |
| Map & Parcel | Date: | Fee: |
| 0-326-023B | 7-2-24 | 150.00 |

Applicant/Owner & Phone: Timothy Moore

Street Name & Number: 1934 Old Lafayette Rd

Mailing Address: 1934 Old Lafayette Rd

City, State, Zip Code: Rock Spring, GA 30739

Request: Double wide Front Set back

PLANNING COMMISSION RECOMMENDATION:

8-15-2024

APPROVED AS SUBMITTED

APPROVED WITH CONDITIONS

TABLED

DENIAL

BOARD OF COMMISSIONERS FINAL DECISION:

APPROVED AS SUBMITTED

APPROVED WITH CONDITIONS

TABLED

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- C) An enumeration and description of each gift having value of \$250.00 or more made by the applicant to each local government official within the past two years.

Signature of Applicant/Owner:

Timothy Moore

APPLICANT/OWNER

07-09-2024

DATE



Walker County Planning Office
Rezone, Conditional Use Variance & Variance Application

Rezone Conditional Use Variance Variance

| Current Zoning: | Requested Change: | |
|-----------------|-------------------|-------------------|
| A1 | CN | |
| Map & Parcel | Date: | Fee: |
| 0289 036 | 7-5-2024 | 300 ⁰⁰ |

Applicant/Owner & Phone: Jasminne Pichardo-Lino (J.E Pichardo LLC)

Street Name & Number: S 341 HWY 323-608-2654

Mailing Address: 2451 S HWY 341

City, State, Zip Code: Chickamauga GA 30707

Request: Zoning to Commercial to put my office there

PLANNING COMMISSION RECOMMENDATION:

8-15-2024

APPROVED AS SUBMITTED

APPROVED WITH CONDITIONS

TABLED

DENIAL

BOARD OF COMMISSIONERS FINAL DECISION:

APPROVED AS SUBMITTED

APPROVED WITH CONDITIONS

TABLED

DENIAL

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- C) An enumeration and description of each gift having value of \$250.00 or more made by the applicant to each local government official within the past two years.

Signature of Applicant/Owner:


APPLICANT/OWNER

7/5/2024
DATE

Walker County Departmental Statistics - July 2024



| Department | Monthly Totals | | | | YTD Totals | | YTD Totals | | Yearly Totals | | Yearly Totals | | Yearly Totals | |
|--|----------------|------|--------|------|------------|------|------------|------|---------------|------|---------------|------|---------------|---------|
| | June | | July | | 2024 | | 2023 | | 2022 | | 2021 | | 2020 | |
| Animal Services | | | | | | | | | | | | | | |
| Animal Shelter | Dogs | Cats | Dogs | Cats | Dogs | Cats | Dogs | Cats | Dogs | Cats | Dogs | Cats | Dogs | Cats |
| Intake | 85 | 128 | 125 | 77 | 647 | 489 | 1,066 | 469 | 1,138 | 452 | 1,322 | 648 | 1,093 | 516 |
| Adopted | 31 | 12 | 46 | 26 | 262 | 90 | 252 | 84 | 191 | 150 | 31 | 91 | 33 | 65 |
| Rescued | 31 | 29 | 27 | 4 | 305 | 171 | 615 | 234 | 720 | 245 | 999 | 494 | 919 | 397 |
| Returned to Owner | 18 | 9 | 22 | 11 | 104 | 28 | 179 | 21 | 249 | 17 | 238 | 18 | 119 | 6 |
| Euthanized | 5 | 10 | 9 | 9 | 39 | 24 | 48 | 16 | 35 | 27 | 17 | 23 | 20 | 6 |
| <i>Animal Control Calls</i> | 83 | | 109 | | 708 | | 785 | | 1066 | | 917 | | 807 | n/a |
| Codes Enforcement & Litter | June | July | | | 2024 | | 2023 | | 2022 | | 2021 | | 2020 | 2019 |
| Inspections | 205 | | 175 | | 1,293 | | 1,619 | | 3,553 | | 19,409 | | 6,672 | 9,309 |
| Closed Cases | 0 | | 0 | | 22 | | 54 | | 73 | | 154 | | 161 | 58 |
| Roadside Trash Pounds | 12,820 | | 11,620 | | 82,200 | | 26,220 | | 74,000 | | 143,723 | | 143,800 | 143,330 |
| Elections | | | | | 2024 | | 2023 | | 2022 | | 2021 | | 2020 | 2019 |
| Active Voters (see YTD total) | | | | | 42,616 | | 41,961 | | 43,200 | | 43,025 | | 43,719 | 40,281 |
| Fire Rescue | June | July | | | 2024 | | 2023 | | 2022 | | 2021 | | 2020 | 2019 |
| Calls for Service | 582 | | 600 | | 4,208 | | 6,550 | | 6,148 | | 4,173 | | 3,478 | 6,091 |
| Units Handling Calls for Service | 777 | | 814 | | 6,006 | | 9,429 | | 9,433 | | 7,024 | | 5,705 | 8,815 |
| Smoke Alarms Installed | 11 | | 9 | | 72 | | 139 | | 190 | | 368 | | 322 | 781 |
| SirenGPS Subscribers (6,307 total) | 4 | | -1 | | 814 | | 489 | | 645 | | 2,716 | | 391 | 1,243 |
| Mountain Cove Farms | June | July | | | 2024 | | 2023 | | 2022 | | 2021 | | 2020 | 2019 |
| Total Nights Booked | 35 | | 36 | | 353 | | 789 | | 1,016 | | 892 | | 840 | 1,102 |
| Planning | June | July | | | 2024 | | 2023 | | 2022 | | 2021 | | 2020 | 2019 |
| Single Family New Home Construction | 24 | | 30 | | 170 | | 352 | | 142 | | 157 | | 150 | 128 |
| Building Inspections | 303 | | 310 | | 2,021 | | 4,395 | | 2,291 | | 1,755 | | 1,595 | 1,424 |
| Public Relations | June | July | | | 2024 | | 2023 | | 2022 | | 2021 | | 2020 | 2019 |
| External Media Impressions (stories) | 45 | | 31 | | 203 | | 297 | | 327 | | 460 | | 460 | 451 |
| Facebook Followers Added (18,615 total) | 101 | | 29 | | 1,051 | | 2,185 | | 2,722 | | 1,227 | | 2,768 | 1,880 |
| Facebook Posts (main page) | 22 | | 26 | | 216 | | 372 | | 342 | | 519 | | 888 | 602 |
| WalkerCountyGA.gov views | 42,558 | | 45,900 | | 326,371 | | 526,068 | | 504,354 | | 568,384 | | 668,051 | 357,989 |
| Newsletter Subscribers Added (6,197 total) | 0 | | -20 | | 73 | | 219 | | 345 | | 1,376 | | 1,104 | 971 |
| Public Works | June | July | | | 2024 | | 2023 | | 2022 | | 2021 | | 2020 | 2019 |
| Patching/Potholes | 655 | | 381 | | 2,164 | | 4,423 | | 3,124 | | 4,157 | | 5,785 | 6,148 |
| Walker Transit | June | July | | | 2024 | | 2023 | | 2022 | | 2021 | | 2020 | 2019 |
| Total Trips | 2,211 | | 2,480 | | 15,598 | | 30,456 | | 27,869 | | 18,420 | | 17,436 | 26,535 |

Best Friends: Data Matrix

Criteria:

Enter from date: 07/01/2024

Enter to date: 07/31/2024

| | Species | | | | | |
|--|---------|----------------|-------------|--------|----------------|-------------|
| | Canine | | | Feline | | |
| | Adult | Up to 5 months | Unknown Age | Adult | Up to 5 months | Unknown Age |
| Beginning Animal Count 2024-07-01 | 119 | 32 | 0 | 18 | 65 | 0 |
| Intakes: Stray/At Large | 25 | 6 | 0 | 0 | 4 | 0 |
| Intakes: Transferred in from Municipal Shelter | 0 | 0 | 0 | 0 | 0 | 0 |
| Intakes: Transferred in from Other Rescue Group | 0 | 0 | 0 | 0 | 0 | 0 |
| Intakes: Owner Requested Euthanasia | 1 | 0 | 0 | 0 | 0 | 0 |
| Intakes: Relinquished by Owner | 69 | 14 | 0 | 33 | 38 | 0 |
| Intakes: Returns | 12 | 0 | 0 | 0 | 1 | 0 |
| Intakes: Other Intakes | 7 | 3 | 0 | 0 | 2 | 0 |
| Live Outcomes: Adoption | 44 | 2 | 0 | 12 | 14 | 0 |
| Live Outcomes: Returned to Owner | 22 | 0 | 0 | 7 | 4 | 0 |
| Live Outcomes: Returned To Field | 0 | 0 | 0 | 0 | 0 | 0 |
| Live Outcomes: Transferred to Municipal Shelter | 0 | 0 | 0 | 0 | 0 | 0 |
| Live Outcomes: Transferred to Other Rescue Group | 8 | 19 | 0 | 0 | 4 | 0 |
| Live Outcomes: Other | 2 | 0 | 0 | 0 | 0 | 0 |
| Other Outcomes: Died in Care | 1 | 0 | 0 | 1 | 18 | 0 |
| Other Outcomes: Lost in Care | 0 | 0 | 0 | 0 | 0 | 0 |
| Other Outcomes: Euthanasia | 9 | 0 | 0 | 2 | 7 | 0 |
| Other Outcomes: Owner Requested Euthanasia | 0 | 0 | 0 | 0 | 0 | 0 |
| Ending Animal Counts 2024-07-31 | 155 | 26 | 0 | 30 | 61 | 0 |
| Spays/Neuters: Pre-Adoption | 30 | 3 | 0 | 22 | 20 | 0 |
| Spays/Neuters: Free for Low-Income Families | 0 | 0 | 0 | 0 | 0 | 0 |
| Spays/Neuters: Low-Cost for Low-Income Families | 0 | 0 | 0 | 0 | 0 | 0 |
| Spays/Neuters: Low-Cost for General Public | 0 | 0 | 0 | 0 | 0 | 0 |
| Spays/Neuters: TNR | 0 | 0 | 0 | 0 | 0 | 0 |
| Spays/Neuters: Other | 0 | 0 | 0 | 0 | 0 | 0 |

Report: Best Friends: Data Matrix

Generated by Animal Shelter Manager 49u [Mon 12 Aug 2024 10:31:07 AM UTC] at Walker County Animal Shelter on 08/14/2024 by jlegge