

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 September 26, 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 September 12, 2024 at 6:30 p.m.

• **Public Comment**

• **New Business**

Resolution R-034-24 to Agreement to Provide Local Match for Historic Preservation Commission Grant

Resolution R-035-24 to Revise the Regular Meeting Calendar for 2024

Resolution R-036-24 to Establish the County Holiday Schedule for 2025

Resolution R-037-24 to Declare Fire Rescue Property as Surplus and Removed from the County Inventory

Resolution R-038-24 to Rescind Approval of an Intergovernmental Agreement with the City of Rossville for Recreational Services

License and Access Agreement with the Georgia Department of Natural Resources

• **Commissioner Comments**

• **Executive Session (if necessary)**

• **Adjourn**

NEXT REGULAR MEETING - Thursday, October 24, 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

September 12, 2024 - 6:30 PM

I. Call to Order:

Chairman Shannon Whitfield called to order the Public Hearing of the Board of Commissioners held at Annex III, 201 S. Main Street, LaFayette, Georgia at 6:30 PM on September 12, 2024.

II. Attendees:

The following were present: Chairman Shannon Whitfield, Commissioner Robert Blakemore, Commissioner Mark Askew, Commissioner Brian Hart, Commissioner Robert Stultz, Legal and Policy Director David Gottlieb, and Communication Specialist Dakiya Porter. Other guests signed in at the meeting as well. Please see the attached sign in sheet.

III. Approval of Agenda:

Commissioner Hart made a motion to approve the agenda with one modification to add Purchase Order 2024-00002733, seconded by Commissioner Askew, 4 ayes and 0 nays, motion carried.

IV. Approval of Minutes:

Commissioner Stultz made a motion to approve the minutes of the Regular Scheduled Meeting held August 22, 2024 at 6:30 p.m., seconded by Commissioner Blakemore, 4 ayes and 0 nays, minutes were approved.

V. Public Hearing (Budget):

A. Chairman Whitfield presented the FY2025 General Fund Budget and FY2024 Enterprise Funds & Special Revenue Budget of the Governing Authority of Walker County, Georgia.

1. Melissa Hulsey came forward with questions about the Hotel/Motel tax.

VI. Public Comment:

1. Chairman Whitfield presented a Statement on Public Meeting Decorum (attached).
2. Tim Bennet spoke about items that are forbidden to come inside the courthouse building. There is a sign posted on the south entrance to the courthouse and Mr. Bennet claims this sign is unconstitutional. He referenced several O.C.G.A.s. He also stated that employees can bring their cell phones into the courthouse and if it is forbidden then it needs to be forbidden for all. He stated that the courthouse is a mixed use of offices and courts. He did not finish what he wanted to say within the five minutes, but stated a letter had been mailed to the commissioners office. Chairman Whitfield responded that he would have the county attorney look into these concerns.
3. Jim Pope spoke about the board's governing jurisdictions and authority. He questioned Commissioner Stultz and pressed for an answer as to how Commissioner Stultz interprets the exception clause and the law. Commissioner Stultz responded that he does not have anything different than what he has previously stated in prior meetings.
4. Jamie Hulsey spoke about the hotel/motel tax and MOU. He referenced R-004-18.
5. Melissa Hulsey asked how the hotel/motel tax is specifically broken out and if the budget reflects this. Mrs. Hulsey questioned the enterprise and special revenue fund budget and referenced page 19 of 31, 7540 tourism line item 523300.90 regarding an expense for \$700,000.
6. Steven Keith came forward to discuss the animal shelter and animal control. He asked the board to do better for the animals.
7. Frankie Martinez, a local home builder, spoke about fixing England Road. He stated that this road was in poor condition. He questioned how long the process took to get the road fixed. Mr. Martinez wants to buy land on this road and build homes and the condition of this road is not traversable to everyone.
8. Frederick Ufford thanked Chairman Whitfield for his service to the County. He also expressed his opposition for the Chickamauga Battlefield Connector Trail. He claimed there is not enough traffic, not enough walkers or bicycling in this area.
9. Jay Tankersley stated that the Ag center is looking good and that Ag day is this weekend. He referenced several documents pertaining to McLemore. He stated that he understands that they do need some help starting up, but 30 years is a long time. He is in opposition of the agreement due to the length of time they are asking for.
10. Jennifer Hayes spoke about the Connector trail. She stated that she feels the bridge is not regulated. She claimed that the bridge has almost collapsed twice. She stated that she has a working hayfield and does not want this to take away from her personal business. She stated that in the past she has asked for speed bumps and regulations to be put in place. She is concerned the trail will bring in more people she simply does not want.
11. Robbie Tate spoke on the McLemore agreement. In his opinion 30 years is way too long. He stated that Shannon did a great job at getting the county out of debt but he is opposed to this agreement. He also

stated that he wanted to follow up on having his road (Foster Mill DR) repaired. He claimed that they did spray some areas but no other action has been taken. David Gottlieb responded that he would need to get with Carlen Bowers, the Public Works Director, to discuss where they were at with this process.

12. Ned Yates came forward to discuss his opposition in the McLemore agreement. He urged the commissioners to table this agreement until Chairwoman elect Angie Teems takes office.
13. Karen Bradley stated that she is opposed to the McLemore agreement. She also discussed the damages to Chamberlain Rd and Little John Rd. She claimed that these roads have severe damage, drains have been washed out and it has been temporarily fixed and not fixed properly. She requested that the roads be patched before winter and the guardrail that has been knocked over fixed.
14. Gary Williams came forward with questions about the connector trail. He specifically asked what the county was contributing to this trail and what the requirements and obligations were for the county. Mr. Williams questioned where the rest of the money was coming from to complete this project. He stated that he would really like to know more information about this project.
15. Kathy Eubanks came forward to request District 4 to vote against the McLemore agreement. She questioned the board on whether McLemore had to pay any property tax and if they were paying the fire service fee. She urged the board to table this agreement.
16. Scott McNabb expressed that he was opposed to the McLemore agreement. He asked Commissioner Blakemoe to give it some thought when he went to vote on this matter.
17. Angela Pence came forward to ask Commissioner Askew to table the McLemore agreement. She complimented Chairman Whitfield on his service and bringing the county out of debt.

VII. New Business:

1. Resolution R-031-24 to adopt the General Fund Budget for FY2025.
 - A. Commissioner Hart motioned to approve the budget, Commissioner Blakemore seconded. 4 ayes, 0 nayes. The resolution was unanimously approved.
2. Resolution R-032-24 to adopt the Special Revenue and Enterprise Funds Budget for FY2025.
 - A. Commissioner Stultz motioned to approve the budget, Commissioner Hart seconded. 4 ayes, 0 nayes. The resolution was unanimously approved.
3. Resolution R-033-24 to appoint a new Chief of Walker County Police.
 - A. Chairman Whitfield motioned to appoint Police Chief David Gilleland as Walker County Chief of Police. Commissioner Blakemore seconded the motion. 4 ayes, 0 nays. The resolution was unanimously approved.
4. The Development Agreement and Grant of Temporary Access and Construction Easement for the Chickamauga Battlefield Connector Trail.
 - A. Noel Durant came forward to speak about the connector trail and answer any questions citizens had about the trail. He stated Walker County has committed \$50,000 and the city of Chickamauga has committed \$50,000, foundations and grant money would cover the rest. He stated that with no public areas for visitors, it is hard to conserve the history. He believes this will be a benefit to the county. He mentioned several foundations and stated that his team is still working to raise more money. The trail has an estimated construction time of six months and would be made out of compacted concrete. Parking was discussed. Additional parking will not be constructed as this is to help attract people to the businesses of Chickamauga.
 - B. Commissioner Askew motioned to approve the agreement. Commissioner Blakemore seconded the motion. The agreement was unanimously approved.

Chairman Whitfield requested a 10-minute recess which occurred from 8:25 p.m. to 8:35 p.m.

VIII. Board Discussion (McLemore Agreement):

1. Chairman Whitfield stated that McLemore has been up on the mountain for several years. The previous administration was trying to create a public-private partnership. Chairman Whitfield believes that this will be a revenue stream for Walker County. He stated that when you have a tourist destination, it relieves tax dollar pressure on the school system, health department etc. He stated that all previous hotel/motel tax was going to the cities because that is where they are located, having McLemore helps our county. Whitfield stated that the last thing he wants to do is bring financial hardship to this county. Whitfield stated that he has no personal or family investments in McLemore for personal gain.
2. Commissioner Askew stated that when this matter was brought to him, he wanted the primary and secondary legal council to review the terms, conditions, and legalities of the agreement before making a decision. Commissioner Askew stated that he and Chairwoman elect Angie Teems went to McLemore for a meeting. He believes that this will be a beneficial agreement to the county because we will still receive sales tax from the incoming tourists.
3. Commissioner Stultz questioned if we knew what the estimated numbers would be on the tax revenue Walker County would receive.
4. Commissioner Hart states that he thinks this is in our county's best interest and is a good idea.
5. Commissioner Blakemore states that a percentage of what McLemore is saving will be reinvested into the resort to continue to draw in more tourists.

Chairman Shannon Whitfield asked to suspend the rules to open the meeting to public comments on the McLemore Agreement only. Commissioner Askew made a motion to open the public comment section for discussion on the McLemore project. Commissioner Stultz seconded the motion. 4 ayes, 0 nays motion carried.

1. Jay Tankersley came forward with a memorandum of understanding and a resolution that states the county will get 3% for hotel/motel tax. Mr. Tankersley wants to see the documents that say that a deal with the MOU.
2. Jamey Hulsey questioned where the letter of intent was. Mr. Hulsey wants to know if there is something happening that the citizens do not know. He would like to see the supporting documents.

3. Melissa Husley stated that the lack of documentation is a concern. She stated that McLemore is great for the county. She does not agree with the time frame of 30 years. She suggested a 10 year term with the right to renew it.
4. Ned Yates stated that he understands that if you give your word, that integrity is very important. He emphasized that transparency of the deal is the problem.
5. Rusty Hayes came forward to question if McLemore had any intentions of buying the Mountain Cove Farms as he knows that they have toured it a few times. The commissioners confirmed that there are no pending agreements for Mountain Cove Farms.
6. Gary Williams referred to the project agreement fund agreement page 1 section 4.
7. David Gottlieb stated that Hotel/Motel tax is a complicated issue. He stated that the 3% is unrestricted and can go to the General Fund or be used elsewhere. Mr. Gottlieb also stated that the MOU is readily available, it has not been requested, but can be provided to anyone that would like to see it.
8. Angela Pence thanked the board for going over everything in depth. She stated that she does agree that McLemore does benefit the community. She claimed that the board needs to do better at informing and explaining things.
9. Robert Tate came forward in opposition to the McLemore agreement as he stated 30 years is a long time and the documents are not available.
10. Roy Hambrick questioned how long this information had been available to the public. He recommended taking a step back and tabling the agreement to review the MOUs.
11. Scott McNabb came forward stating that he did an open record requests for the MOU and has it. He claimed that it states that the hotel/motel tax would be 8%. He requested that the board hold meetings to explain their positions on this agreement.

Commissioner Askew made a motion to allow Gary Williams to speak a second time on the McLemore topic. Commissioner Blakemore seconded the motion. 4 ayes, 0 nays motion carried.

12. Gary Williams asked if this is a new funding agreement.

IX. New Business:

1. Agreement with Scenic Land Company per Cloudland at McLemore Project.
 - A. Commissioner Stultz motioned to approve the agreement, seconded by Commissioner Hart. 4 ayes, 0 Nayes the agreement was approved unanimously.
2. Tourism Product Promotion and Development Agreement
 - A. Commissioner Hart motioned to approve the agreement, Commissioner Blakemore seconded the motion. 4 ayes, 0 nays the motion was approved unanimously.
3. Purchase Order 2024-00002722 Topo Industries, LLC in the amount of \$40,000 for grinding brush at the Landfill.
 - A. Commissioner Blakemore motioned to approve the purchase order, Commissioner Hart seconded the motion. 4 ayes, 0 nays the purchase order was approved.
4. August 2024 Departmental Statistics
 - A. Chairman Whitfield stated that the stats were included and available in the packet but due to it being so late he was going to forgo reading them.

X. Commissioner Comments:

1. Commissioner Blakemore said appreciates everyone coming out and being involved. He thanked all the first responders, residents and employees of Walker County for all their hard work.
2. Commissioner Askew expressed that the board is trying to do their best. He explained that the McLemore project was brought to his attention about three months ago and he wanted to do his due diligence so the board had primary and secondary council review all items. Commissioner Askew stated that he believes that this vote was in the county's best interest. He thanked everyone for coming out and thanked all the county employees for all their hard work.
3. Commissioner Hart spoke about Beacher Garmany. He stated that he was a great man and will be missed. Commissioner Hart reminded everyone that the AG Festival is this Saturday September 14, 2024 at the newly revamped AG Center from 8am-5pm. This event is rain or shine.
4. Commissioner Stultz commented on Beacher Garmany. He stated that he was a great man and will be missed. Commissioner Stultz thanks all the employees for all their hard work. He stated that he believes McLemore will bring money in for Walker County and relieve some tax burdens.
5. Chairman Whitfield thanked everyone and expressed his appreciation of the citizens and their confidence in the team to handle matters for the county. Chairman Whitfield expressed that he believes the community will prosper because of the vote for McLemore. He stated he appreciates everyone being here tonight, being professional and courteous of each other. He thanked all the county staff.

XI. Adjournment:

Commissioner Hart made a motion to adjourn the meeting, Commissioner Stultz seconded the motion. Motion carried and the meeting was adjourned at 10:22 PM.

Shannon K. Whitfield
Chairman/CEO
Walker County Georgia

Date

Minutes prepared by: Walker County Deputy County Clerk, Jessica Staton

Commissioner Meeting

Statement on Public Meeting Decorum

As Chairman of the Board of Commissioners, I have been tasked with addressing the issue of public meeting decorum tonight.

We reside in the greatest nation in the world, and we have the privilege of raising our families in one of Georgia's most desirable communities. As citizens, we have the right and obligation to actively participate in our local government. Public meetings serve as a crucial platform for us to voice our concerns, share our ideas, and engage in constructive dialogue. However, it is imperative that we conduct ourselves with respect and civility during these gatherings.

Disruptive behavior, personal attacks, pounding on the podium, and vulgar language have no place in our public meetings. Not only do they impede the Commissioners' ability to conduct business effectively, but they also create an atmosphere of hostility and intimidation that discourages other citizens from participating.

It is essential to recognize that we all share a common goal: to improve our community and make it a better place for everyone. While we may hold differing opinions, it is crucial that we express them respectfully and constructively.

I urge all citizens to be mindful of their behavior when attending public meetings. Let us strive to create a positive and productive environment where everyone feels welcome, respected, and heard. The board desires that Walker County be known throughout the region as a community that can assemble and engage in meaningful public discussions professionally.

To ensure that everyone has an opportunity to address the Board of Commissioners, we offer each person up to 5 minutes of speaking time. We kindly request that you focus your remarks on issues, concerns, or ideas directly related to Walker County. While we recognize the importance of national and global issues, our primary responsibility is to address matters within our jurisdiction.

Thank you for your attention and cooperation. Together, let us foster a respectful and productive public meeting environment that encourages active participation and positive outcomes for our community.

Regular Scheduled Board of Commissioners Meeting

Walker County Annex III

August 22, 2024

6:30 PM

Roll Call

Present/Absent

Commissioner Blakemore Present

Commissioner Askew Present

Chairman Whitfield Present

Commissioner Hart Present

Commissioner Stultz Present



RESOLUTION R-034-24

A RESOLUTION OF THE WALKER COUNTY BOARD OF COMMISSIONERS TO ACCEPT THE MATCH CONDITIONS OF THE GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS HISTORIC RESOURCES SURVEY GRANT

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

WHEREAS, on January 25, 2024, the County approved Resolution R-004-24 authorizing the Walker County Historic Preservation Commission to apply for a Historic Resources Survey grant through the Georgia Department of Community Affairs Historic Preservation Division to conduct a new historical resources survey; and

WHEREAS, the County agreed to provide the grant’s required match through in kind services; and

WHEREAS, Walker County has been awarded a \$33,333.33 grant for the project from the Georgia Department of Community Affairs Historic Preservation Division; and

WHEREAS, the match conditions of the grant will require local funds, in addition to in kind services;

THEREFORE BE IT RESOLVED, that the Board of Commissioners of Walker County, Georgia does hereby authorize up to \$13,333.33 in matching funds, through a combination of in kind and cash contributions, required for this grant;

SO RESOLVED AND ADOPTED this 26th day of September, 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.

COPY

COPY

RESOLUTION R-004-24

A RESOLUTION OF THE WALKER COUNTY BOARD OF COMMISSIONERS TO AUTHORIZE THE WALKER COUNTY HISTORIC PRESERVATION COMMISSION TO FILE A GRANT APPLICATION FOR A HISTORIC RESOURCE SURVEY

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

WHEREAS, the Board reestablished the Walker County Historic Preservation Commission ("Commission") on March 11, 2021 for the purpose of preserving historic resources in our community; and

WHEREAS, one of the functions of the Commission is to maintain an inventory of all property within the county designated as historic or having the potential for designation as historic; and

WHEREAS, in order to qualify for state grants relating to historic preservation, a new Historic Resources Survey must be completed; and

WHEREAS, the Commission requests authority to pursue a grant to conduct a Historic Resources Survey and agrees to complete the application and interview historic survey consultants capable of completing the task;

THEREFORE BE IT RESOLVED, that the Board of Commissioners of Walker County, Georgia does hereby authorize the Walker County Historic Preservation Commission to file a grant application with the Georgia Department of Community Affairs Historic Preservation Division to fund a new Historic Resources Survey.

BE IT FURTHER RESOLVED, the Board agrees to provide the 40% (percent) match required for the grant through in kind services.

SO RESOLVED AND ADOPTED this 25TH day of January, 2024.

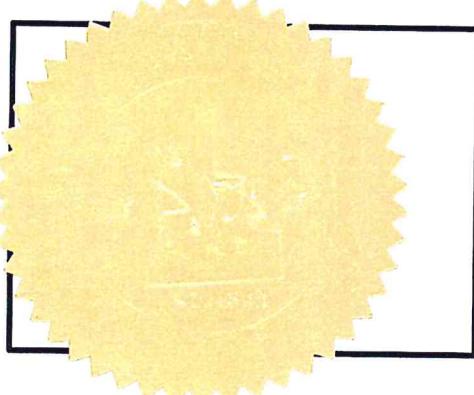
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ATTEST:


Whitney Summey
Whitney Summey, Deputy Clerk

WALKER COUNTY, GEORGIA


Shannon K. Whitfield
SHANNON K. WHITFIELD, Chairman



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



RESOLUTION R-035-24

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF WALKER COUNTY TO AMEND THE REGULAR MEETING CALENDAR FOR 2024

WHEREAS, Resolution R-002-24 of the Board of Commissioners of Walker County established the Board would conduct regular meetings at 6:30 p.m. on the second and fourth Thursday of each month in 2024; and

WHEREAS, an amendment to the regular meeting calendar for 2024 is necessary due to meetings scheduled on October 10 and November 28 that conflict with training and a county holiday;

THEREFORE, BE IT RESOLVED by the Board of Commissioners of Walker County, Georgia that regular meetings scheduled on the following dates in 2024 are canceled: **October 10, 2024** and **November 28, 2024**.

BE IT FURTHER RESOLVED that meetings scheduled in 2024 for October 24, November 14, December 12 and December 26 will commence as scheduled.

SO RESOLVED AND ADOPTED this 26th day of September, 2024.

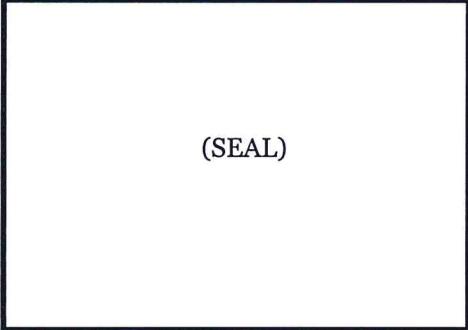
ATTEST:

WALKER COUNTY, GEORGIA

Whitney Summey, Board Clerk

SHANNON K. WHITFIELD, Chairman

(SEAL)

A large rectangular box with a black border, intended to hold the signature or seal of the Board Clerk, Whitney Summey.

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.

RESOLUTION R-036-24

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF WALKER COUNTY TO
ESTABLISH A HOLIDAY CALENDAR FOR COUNTY OFFICES IN 2025**

WHEREAS, Walker County is a duly created and validly existing political subdivision of the State of Georgia under the Constitution and laws of the state of Georgia; and

WHEREAS, it has been determined that the County has anticipated and planned for the closure of certain business and administrative offices of the government in order to observe a number of generally accepted holidays that occur throughout the year, said holidays to be accounted for in the respective fiscal year budget which have been or will be accounted for in both the current fiscal year budget existing and the future planned budget, both of which will span the proposed calendar year;

THEREFORE, BE IT RESOLVED the Board of Commissioners of Walker County, Georgia does hereby create and establish the following calendar of County holidays for 2025:

- January 1 (New Year's Day)
- January 20 (Martin Luther King, Jr. Day)
- April 18 (Good Friday)
- May 26 (Memorial Day)
- July 4 (Independence Day)
- September 1 (Labor Day)
- November 11 (Veterans Day)
- November 27 (Thanksgiving)
- November 28 (Day after Thanksgiving)
- December 24 (Christmas Eve)
- December 25 (Christmas)

BE IT FURTHER RESOLVED that the Board of Commissioners reserves the right to modify or change holidays scheduled; to substitute other holidays for scheduled ones; to award additional holidays or to reduce the number of holidays, depending on the needs of the County.

SO RESOLVED AND ADOPTED this 26th day of September, 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 adopt the Resolution.



RESOLUTION R-037-24

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 1991 Ingersoll Rand Breathing Air Compressor, serial number 307697872, and one 1991 Ingersoll Rand Cylinder Fill Station, serial number P86698, 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 1991 Ingersoll Rand Breathing Air Compressor, serial number 307697872, and one 1991 Ingersoll Rand Cylinder Fill Station, serial number P86698, be hereby declared unserviceable surplus, removed from the County inventory, and donated to the City of Lookout Mountain Fire Department.

SO RESOLVED AND ADOPTED this 26th day of September, 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.



RESOLUTION R-038-24

A RESOLUTION OF THE WALKER COUNTY BOARD OF COMMISSIONERS TO RESCIND APPROVAL OF AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF ROSSVILLE FOR RECREATIONAL SERVICES

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

WHEREAS, on July 25, 2024, the Board approved an Intergovernmental Agreement (“IGA”) with the City of Rossville for use of the Rossville Community Center for recreational services; and

WHEREAS, the City of Rossville has not executed the IGA; and

WHEREAS, the Board now deems it is in the best interest of the citizens of Walker County that the County assume management of scheduling events and activities at the Rossville Community Center;

THEREFORE BE IT RESOLVED, that the Board of Commissioners of Walker County, Georgia does hereby rescind its approval of the Intergovernmental Agreement with the City of Rossville for Recreational Services dated July 25, 2024, as well as the Memorandum of Understanding with the City of Rossville that contemplated the development of a city/county recreation plan dated December 1, 2008;

BE IT FURTHER RESOLVED, the County shall assume responsibility for daily operations of the Rossville Community Center property effective October 1, 2024, and the Board assigns the Rossville Community Center property to be under the management of the Civic Center Department;

BE IT FURTHER RESOLVED, the Board remains open to collaborating with the City of Rossville on recreational sports in the future and agrees to honor any existing reservations for use of the Rossville Community Center property.

SO RESOLVED AND ADOPTED this 26th day of September, 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.

LICENSE AND ACCESS AGREEMENT

This Sampling and Removal License and Access Agreement (“Agreement”) is made and entered into as of the date of the last signature hereunder (“Effective Date”) between the Environmental Protection Division of the Georgia Department of Natural Resources, an agency of the State of Georgia (hereinafter referred to as the “Licensee”) and Walker County (“Licensor”). The Licensee and the Licensor are collectively referred to herein as the “Parties.”

WITNESSETH

WHEREAS, Licensor is the owner of certain real property located at N Marble Top Road, Chickamauga, Walker County, GA Tax Parcel 0265 024 by this reference incorporated herein (the “Property”); and

WHEREAS, pursuant to O.C.G.A. § 12-8-96(c) Licensee has requested access to the Property on behalf of itself and its contractors, surveyors, agents, representatives, employees, and assigns (hereinafter the “Licensee Parties”) to carry out the corrective action on the adjacent parcel known as HSI 10969 Marble Top Road Abandoned Drum Site authorized under O.C.G.A. § 12-8-96(b);

WHEREAS, Licensor is willing to grant that access to Licensee and the Licensee Parties;

NOW THEREFORE, in consideration of the public purposes, mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and adequacy of which is hereby mutually acknowledged, the Parties hereby agree as follows:

1. TERM.

- a. The Term of this Agreement will commence on the Effective Date and will terminate on the date that is three (3) years from the Effective Date, provided however, that Licensee may renew this Agreement for up to three (3) one-year periods by notifying the Licensor in writing.
- b. The Licensee may terminate this Agreement upon fifteen (15) days' written notice to Licensor.

2. GRANT OF LICENSE.

The Licensee Parties will have the right to enter the Property on the terms and conditions set forth in this Agreement to perform the tasks described in this Paragraph 2 (collectively, the “Work”).

a. Activities During Investigation on the Property:

- i. Transport equipment onto and throughout the Property, as agreed upon with Licensor. The equipment will include trucks and sampling equipment.

3. MANNER OF WORK; RESPONSIBILITY FOR COSTS.

Licensee agrees that it will perform and that it will cause the other Licensee Parties to perform any and all Work on the Property in an expeditious and workmanlike manner so as to minimize interference with the Licensor's use of the Property, including:

- a. Licensee or the Licensee Parties will obtain any and all necessary permits, registrations, licenses, or authorizations required for the Work, provided, however that Licensor will agree not to withhold unreasonably any consents or permissions required to obtain the same.
- b. Licensee or the Licensee Parties will coordinate with Licensor regarding the days and times during which Licensee and the Licensee Parties will conduct the Work at the Property.
- c. Licensee agrees that it will or that it will cause its contractors, agents, representatives, and assigns to have any existing public or private utility lines and subsurface structures at the Property be located, marked, and protected before performing any Work that may interfere with such lines or structures.
- d. Upon written request from Licensor, Licensee will provide to Licensor in writing the name(s) of any Licensee Parties.
- e. The costs of the Work will be funded by the Hazardous Waste Trust Fund in accordance with the Act.

4. LIABILITY FOR DAMAGE.

As a state entity, Licensee may not and will not

indemnify Lessor or any third parties for any costs, liability, claims, actions, demands, damages, or causes of action that may arise out of the performance of the Work at the Property. The State of Georgia and the Hazardous Waste Trust Fund are relieved from all liability for loss of business, damages and taking of property associated with the corrective action under O.C.G.A. § 12-8-96(d)(HC1).

5. NO INTERFERENCE.

- a. Lessor agrees not to hinder or delay performance of the Work by the Licensee Parties.
- b. Lessor agrees that it is solely responsible for purchasing and maintaining liability and/or property insurance for the property to protect Lessor's interests against any costs, liability, claims, actions, demands, damages, or causes of action that may arise from the performance of the Work at the Property.
- c. Lessor shall indemnify Licensee and any Licensee Parties from costs, liability, claims, actions, demands, damages, or causes of action that may arise due to Lessor's negligence or willful misconduct, including such negligence or willful misconduct that results in harm or damage to any equipment belonging to the Licensee Parties or to any monitoring wells installed at the Property by the Licensee Parties.

6. INSURANCE. Licensee shall cause its contractors, agents, representatives, and assigns to maintain insurance in the amounts specified in Licensee's contract(s) with such contractors, agents, representatives, and assigns. Upon written request from Lessor, Licensee shall cause its contractors, agents, representatives, and assigns to furnish documentation demonstrating the same to Lessor.

7. NOTICE. Notices or written communications described in this Agreement may be: (1) personally delivered, or (2) mailed by certified mail, postage prepaid, return receipt requested, (3) sent via national overnight commercial carrier; or (4) transmitted by electronic-mail to the contacts as follows, or at a substitute address previously furnished to the other party by written notice:

NOTICE TO LESSOR shall be sent to:

NAME
ADDRESS
EMAIL

NOTICE TO LICENSEE shall be sent to:

Henry Candela
Unit Manager
Response and Remediation Program
2 MLK Jr Dr SE
henry.candela@dnr.ga.gov

8. MISCELLANEOUS.

- a. This Agreement shall be governed by the laws of the State of Georgia and any proceeding commenced in connection with the same shall be brought in a court or other forum of competent jurisdiction in Fulton County, Georgia.
- b. The terms and conditions of this Agreement constitute the entire agreement between the parties hereto with respect to the subject matter contained herein and supersede all previous communications, whether oral or written, between the parties. No amendment, modification, or waiver of the terms of this Agreement shall be effective unless documented in a writing executed by both Parties.
- c. This Agreement may be executed in any number of counterparts, all of which together shall constitute one and the same instrument.
- d. All costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses.

- e. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- f. This Agreement is for the sole benefit of the parties hereto and their respective permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
- g. During the term of this Agreement, Licensor shall inform Licensee in writing if Licensor has entered into any contracts to sell the Property no fewer than thirty (30) days before the intended closing date of any such sale.
- h. The parties agree that any electronic signatures on this Agreement constitute original, valid signatures pursuant to the Uniform Electronic Transactions Act, O.C.G.A. § 10-12-1 *et seq.*

IN WITNESS WHEREOF, the Licensor and Licensee, agreeing to the above terms and conditions and intending to be legally bound and each acting through persons duly authorized, have placed their signatures on duplicate original copies of this Agreement.

LICENSOR

By: _____
[Signature]

Print name: _____

LICENSEE

By: _____
[Signature]

Jeffrey W. Cown, Director

[Date of Execution]

[Date of Execution]