

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 January 9, 2025

### **REGULAR SCHEDULED MEETING**

- **Invocation & Pledge**
- **Chairwoman Teems will Call to Order the Regular Meeting**
- **Establish a Quorum is present**
- **Approve Agenda**
- **Approve Minutes**  
Minutes for the Regular Scheduled Meeting Held on December 19, 2024 at 6:30 p.m.
- **Public Hearing - Ordinance Amendment**  
Ordinance O-01-25 to Amend Chapter 34 (Utilities) of the Code of Walker County to adopt Broadband Ready Community Standards
- **Public Comment**
- **Unfinished Business**  
Resolution R-045-24 / R-001-25 to Amend the Enabling Act of Walker County
- **New Business**  
Resolution R-002-25 to Elect a Vice Chair  
Resolution R-003-25 to Establish a Meeting Calendar for 2025  
Resolution R-004-25 to Appoint a County Clerk  
Resolution R-005-25 to Appoint a County Attorney  
Resolution R-006-25 to Amend the 2025 County Holiday Schedule  
Resolution R-007-25 to Appoint a Member of the Walker County Water & Sewerage Authority  
Resolution R-008-25 to Appoint a Member of the Walker County Alcoholic Beverage Commission  
Resolution R-009-25 to Appoint a Member of the Walker County Historic Preservation Commission  
Resolution R-010-25 to Award a Contract for a Historical Resources Survey  
Resolution R-011-25 to Appoint Trustees to the Walker County Pension Plan  
Restatement of the Pension Plan for Employees of Walker County Government
- **Commissioner Comments**
- **Executive Session (if necessary)**
- **Adjourn**



**Walker County Governmental Authority**

**101 South Duke Street, P.O. Box 445**

**LaFayette, GA 30728**

**706-638-1437**

**Minutes of the Regular Meeting**

**December 19, 2024 - 6:30 PM**

**I. Call to Order:**

Chairman Shannon Whitfield called to order the Regular Meeting of the Board of Commissioners held at Courthouse Annex III, 201 S. Main Street, LaFayette, Georgia at 6:30 PM on December 19, 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, Deputy Clerk Jessica Staton, Public Relations Director Joe Legge. Other guests signed in at the meeting as well. Please see the attached sign in sheet.

**III. Approval of Agenda:**

Chairman Whitfield stated that there was a need to amend the agenda to add an intergovernmental agreement between Walker County Water and Sewerage Authority and Walker County Government, as well as a paving agreement with quotes to pave three county parking lots. These items would be placed above the departmental statistics. Chairman Whitfield made a motion to approve the agenda with the modifications, seconded by Commissioner Hart, 4 ayes and 0 nays, motion carried.

**IV. Approval of Minutes:**

Commissioner Hart made a motion to approve the minutes of the Regular Scheduled Meeting held November 14, 2024 at 6:30 p.m., seconded by Commissioner Stultz, 4 ayes and 0 nays, minutes were approved unanimously.

**V. Ceremonial**

**A. Proclamation to Charles Wardlaw**

1. Chairman Whitfield read a proclamation to recognize Charles Wardlaw for his 54 years of service. Chairman Whitfield stated that Wardlaw has been elected for 13 consecutive terms as the County Surveyor.

**VI. Presentation**

**A. Digital Connectivity Plan, Shannon Millsaps & Virginia Pettie, Thrive Regional Partnership**

1. Shannon Millsaps, COO of Thrive Regional Partnerships, explained how the plan is designed to serve as a guiding document for making decisions about future broadband deployment projects and digital skills training efforts. The plan compiles an inventory of internet assets in the county to help community leaders target disparities in broadband service.

**VII. Public Hearing (Ordinance Amendments):**

**A. Ordinance O-01-25 to Adopt the 2024 Walker County Digital Connectivity Plan**

1. No one came forward to speak about this ordinance.

**VIII. Public Hearing (Planning & Zoning):**

**A. Hawks Ridge Holdings LLC requests a partial rezone from C-1 (Commercial) to PUD (Planned Unit Development) for property located at 180 Hutcheson Drive/104 Quarter Street, Rossville, GA 30741. Tax map & parcel number 0-119-002 & 002A.**

1. Melissa Hulsey spoke in opposition. She asked the board to respect the planning and zoning recommendations.
2. Ben Hagaman, developer of Hawks Ridge Holding, spoke in favor. Originally, there were 32 lots proposed, but now it would just be 21 lots with the front staying commercial. Ten acres would remain as green space, as recommended by the county.

- B. R.L. Wooten: Requests a rezone from A-1 (Agricultural) to C-1(Commercial) for property located at 6560 Hwy 151 LaFayette, GA. 30728. Tax map & parcel number 0-516-012A.
  - 1. Bobby Blakemore said he wants to purchase the property from Wooten. Blakemore owns a truck repair company and wants to keep his business in Walker County.
  - 2. Jamie Hulsey questioned the process of how planning and zoning items are placed on the agenda.
- C. See Rock City % Doug Chapin: Requests a rezone from R-1 (Residential) to C-1 (Commercial) for property located at 0 Hwy 157 Lookout Mountain, GA. 30750. Tax map & parcel number 0-044-001.
  - 1. Request was tabled at the planning and zoning meeting
  - 2. Ned Yates stated that he does not understand what Rock City intends to do with this piece of property. Yates also questioned why the request is on the agenda when the planning commission tabled it. This agenda item had been advertised for a public hearing.
- D. Kelly Lee Griffin & Paige Griffin: requests a rezone from R-2 (Residential) to C-1 (Commercial) for property located at 3404 N. Hwy 27 LaFayette, GA. 30728. Tax map & Parcel number 0-322-4-003.
  - 1. Paige Griffin, sister of the co-applicant, stated they are trying to sell the property and all potential buyers want it rezoned before purchasing it.
  - 2. Commissioner Hart questioned the applicant on whether this was the same property where the Old Pine Motel was. The applicant confirmed it was the same property.
- E. Randal Dalton: Requests a variance for property located at 10161 N Hwy 27 Rock Spring, GA. 30739. Tax map & parcel number 0-325-026.
  - 1. Bobby Howard stated that the variance would be for a Dollar General Store. He stated that this would be located across the street from the Walker County Civic Center and look very similar to the Dollar General Store location on Hwy 341 and Garrett's Chapel Road in Chickamauga Georgia.

## VII. Public Comment:

- 1. Ned Yates expressed his discomfort regarding changing board meetings to once a month. He also stated his opposition for the proposed spay and neuter ordinance. He stated that we have a "leash law" that is not enforced currently.
- 2. Sean Lawler stated his opposition to one meeting a month. He thanked Chairman Whitfield for all that he has done for the county financially. He stated his concerns for animal control and stated that animal control is a problem, but it is not something that we need to focus on right now.
- 3. Melissa Hulsey thanked both Chairman Whitfield and Commissioner Stultz for their service. She expressed her discomfort for one board meeting a month.
- 4. Ed Fleer thanked Shannon Whitfield for his service. He then talked about codes and fire fees and stated his belief that freedom is being taken away.
- 5. Jamie Hulsey stated his discomfort for one meeting a month and that we need the public to be involved to avoid corruption and accountability issues.
- 6. Kenneth Wilson addressed the fire fee. He stated that he owns a recycling facility and his fire fee is more than his property tax. He questioned the consequences of refusing to pay the fire free.
- 7. Roy Hambrick expressed his gratitude for each of the board members, as well as his opposition to one meeting a month.
- 8. Laura Owsley thanked everyone that has communicated with her on her requests. Owsley questioned if the board had to have two public meetings to get certain items approved. In situations where two public meetings were required, she questioned if the board would call special meetings for that. The board confirmed that they would.
- 9. Randy Pittman, from the Walker County Historic Preservation, thanked everyone involved in laying wreaths on the gravesites of veterans at Tennessee Georgia Memorial Park.
- 10. Angela Pence thanked Commissioner Stultz for his service. Pence reminisced on Chairman Whitfield's time in office and the obstacles he overcame with the criticism and hard decisions. She thanked Chairman Whitfield for all that he has done for the county.

## VIII. Unfinished Business

- 1. Ordinance O-01B-24 to Amend the Land Use Code (Sections tabled on 11/14/2024)
  - a. Commissioner Brian Hart stated he thinks the suggestions made by the group concerning poultry houses are good and he recommends they be approved as is.
  - b. Commissioner Askew stated he also thinks that we should support it.
  - c. Commissioner Hart stated that there are two pieces to this ordinance, a poultry piece and a solar piece. He stated that his recommendation on the poultry piece would be to accept it as written.
  - d. Commissioner Hart motioned to approve sections 12, 13, and 14. Commissioner Askew seconded the motion. 4 ayes, 0 Nays.
  - e. Commissioner Hart suggested the setbacks be adjusted to the standard commercial setback regulations, referring to paragraph 10 section 22-181 in the Walker County code.
  - f. Commissioner Hart added supporting documents with his revisions and suggestions as an example for the final documents.

- g. Commissioner Hart made a motion to approve the ordinance with modifications of changing the setback to the standard commercial setback regulations, strike the acreage requirements and the parcel percentage of 20% in section 1 and strike section 10 item E (bonds); Commissioner Blakemore seconded the motion. 4 ayes, 0 nays. The ordinance is unanimously approved.
- 2. Ordinance O-03-24 to Amend the Animal Code
  - a. Commissioner Blakemore motioned to table until the April 2025 board meeting so that the animal control director could provide input after returning from military leave. Commissioner Stultz seconded the motion. 4 ayes, 0 nays. The motion was tabled unanimously.

## IX. New Business

- 1. Resolution R-045-24 / R-001-25 to Amend the Enabling Act of Walker County
  - a. Commissioner Askew motioned for approval, Commissioner Blakemore seconded the motion. Commissioner Hart abstained until the new board takes office. 3 ayes, 0 nays. Resolution R-046-24 approved.
- 2. Resolution R-046-24 to Repeal a Temporary Moratorium on the Acceptance of Permits Regarding Solar Energy Systems
  - a. Commissioner Hart motioned for approval, Commissioner Stultz seconded the motion. 4 ayes, 0 nays. Resolution unanimously approved.
- 3. Resolution R-047-24 to Participate in the Georgia Department of Transportation Local Bridge Replacement Program
  - a. Commissioner Stultz motioned to approve Resolution R-047-24, Commissioner Askew seconded. 4 ayes, 0 nays. Resolution unanimously approved.
- 4. Resolution R-048-24 to Adjust the Supplement to Compensation for the Solicitor General of Walker County Court
  - a. Commissioner Blakemore motioned to approve, Commissioner Hart seconded the motion. 4 ayes, 0 nays. Resolution unanimously approved.
- 5. Resolution R-049-24 to Set the Annual Compensation for Walker County Coroner
  - a. Commissioner Stultz motioned to approve the resolution, Commissioner Blakemore seconded the motion. 4 ayes, 0 nays. Resolution unanimously approved.
- 6. Resolution R-050-24 to establish the Supplement to Compensation for the Sheriff of Walker County
  - a. Commissioner Hart motioned to approve the resolution, Commissioner Blakemore seconded the motion. 4 ayes, 0 nays. Resolution unanimously approved.
- 7. Resolution R-051-24 to declare Walker County Fire Rescue Property as surplus
  - a. Commissioner Hart motioned to approve the resolution, Commissioner Askew seconded the motion. 4 ayes, 0 nays. Resolution unanimously approved.
- 8. Resolution R-052-24 to Appoint a Member to the Bridge Health Board
  - a. Chairman Whitfield motioned to appoint Susan Tankersley to the Bridge Health Board, Commissioner Askew seconded. 4 ayes, 0 nays. Appointment approved.
- 9. Amend the List of State Roads in Walker County to Permit the Georgia Department of Transportation to Revise the Speed Limit along a Section of Highway 193 from 55mph to 50mph.
  - a. Commissioner Blakemore motioned to approve the amendment, Commissioner Hart seconded the motion. 4 ayes, 0 nays. Unanimously approved.
- 10. Lookout Mountain Judicial Circuit Drug Task force Intergovernmental Contract.
  - a. Commissioner Askew motioned to approve the contract, Commissioner Hart seconded the motion. 4 ayes, 0 nays. Unanimously approved.
- 11. Office of the Governor Criminal Justice Coordinating Council Subgrant Award, Project Name: Mental Health Court, Subgrant Number: J25-8-073
  - a. Commissioner Stultz motioned to approve, Commissioner Blakemore seconded the motion. 4 ayes, 0 nays. Unanimously approved.
- 12. Memorandum of Understanding Between Walker County, the City of Chickamauga and World Triathlon Corporation.
  - a. Commissioner Hart motioned to approve the memorandum, Commissioner Askew seconded the motion. 4 ayes, 0 nays. Memorandum unanimously approved.
- 13. Transportation Services Contract by Transit Alliance Group, Inc. with Walker County Transit
  - a. Commissioner Stultz motioned to approve the Contract, Commissioner Blakemore seconded the motion. 4 ayes, 0 nays. Unanimously approved.
- 14. Purchase Order 2025-00000473 for \$52,862.00 to Prater's Ford for F250 Command Staff Vehicle for Walker County Fire Rescue
  - a. Commissioner Blakemore motioned to approve the purchase order, Commissioner Stultz seconded the motion. 4 ayes, 0 nays. Unanimously approved.
- 15. Hawks Ridge Holdings LLC requests a partial rezone from C-1 (Commercial) to PUD (Planned Unit Development) for property located at 180 Hutcheson Drive/104 Quarter Street, Rossville, GA 30741. Tax map & parcel number 0-119-002 & 002A. (Recommended for denial by the Planning Commission)

- a. Commissioner Blakemore motioned to approve the purchase order, Commissioner Stultz seconded the motion. 4 ayes, 0 nays. Rezone unanimously approved.
- 16. R.L. Wooten: Requests a rezone from A-1 (Agricultural) to C-1(Commercial) for property located at 6560 Hwy 151 Lafayette, GA. 30728. Tax map & parcel number 0-516-012A. (Recommended for approval by the Planning Commission)
  - a. Commissioner Blakemore recused himself from the vote due to the potential buyer of this property being his cousin.
  - b. Commissioner Stultz motioned to approve the rezone, Commissioner Askew seconded the motion. 3 ayes, 0 nays. Rezone unanimously approved.
- 17. See Rock City % Doug Chapin: Requests a rezone from R-1 (residential) to C-1 (Commercial) for property located at 0 Hwy 157 Lookout Mountain, GA. 30750. Tax map & parcel number 0-044-001. (Tabled by the Planning Commission)
  - a. Commissioner Hart motioned to table the rezone requests until the February 2025 Commissioner Meeting, Commissioner Blakemore seconded the motion. 4 ayes, 0 nays. Resolution tabled.
- 18. Kelly Lee Griffin & Paige Griffin: Requests a rezone from R-2 (Residential) to C-1 (Commercial) for property located at 3404 N. Hwy 27 Lafayette, GA. 30728. Tax map & parcel number 0-322-4-003. (Recommended for approval by the Planning Commission)
  - a. Commissioner Askew motioned to approve the rezone request, Commissioner Hart seconded the motion. 4 ayes, 0 nays. Rezone unanimously approved.
- 19. Randal Dalton: Requests a variance for property located at 10161 N Hwy 27 Rock Spring, GA 30739. Tax map & parcel number 0-325-026. (Recommended for approval by the Planning Commission)
  - a. Commissioner Hart motioned to approve the variance, Commissioner Askew seconded the motion. 4 ayes, 0 nays. Variance unanimously approved.
- 20. Intergovernmental agreement to Obligate ARPA Funds to the Walker County Water and Sewerage Authority
  - a. Commissioner Hart motioned to approve the intergovernmental agreement, Commissioner Blakemore seconded the motion. 4 ayes, 0 nays. Agreement unanimously approved.
- 21. Quote for Talley to pave the Ag Center, DFCS, and Elections parking lots.
  - a. Commissioner Blakemore motioned to approve the paving projects. Commissioner Hart seconded the motion. 4 ayes, 0 nays. Unanimously approved.
- 22. November 2024 Department Statistics

#### X. Commissioner Comments:

1. Commissioner Blakemore commented that it was a pleasure working with both Chairman Whitfield and Commissioner Stultz. He stated that they both served the board well.
2. Commissioner Askew gave acknowledgement to Chairman Whitfield. He stated serving the board was a selfless job. Commissioner Askew stated it was an honor and privilege working with Chairman Whitfield and Commissioner Stultz. He thanked the county employees and the citizens for being involved. Commissioner Askew ended his comments by wishing everyone a Merry Christmas.
3. Commissioner Hart thanked Chairman Whitfield for doing a thankless job. He stated that he learned a lot from Shannon. Commissioner Hart also thanked Robert Stultz and County Attorney David Gottlieb for their service. He stated that he looks forward to working with Angie and Gene after the New Year.
4. Commissioner Stultz stated it has been a pleasure working with the board. He expressed his grievances with residents that are not happy living in Walker County. He directed them that if they did not like living in Walker County, they needed to move since all they do is come to the meetings and bring up the negative. Commissioner Stultz also thanked the citizens in district 4 and all of the citizens of Walker County for supporting him. He talked about his personal experiences and the life he has created in Walker County. He gave shout out to Emily Sadler, Cortney Andes and Bailey Clements at the animal shelter/control, Carlen Bowers and Bobby Snider at the public works department, Paine Gily, Chief Blake Hodge, Jon Pursley, Joe Legge, and David Gottlieb. He thanked all the elected officials for working with the board, John Culpepper, Randy Pittman, Alan Slaven for doing a fantastic job with the historic preservation.
5. Chairman Whitfield stated that it has been a great honor to serve over the last eight years. He believes the community has pulled together and has high respect for each of the men sitting on the board. He stated that they may not always agree, but that they always conducted themselves in a professional manner and never quit talking to each other. He stated that he believes that Walker County is in the best condition it has ever been in 191 years. He mentioned that Walker County being the second one with a connectivity plan in the state of Georgia will bring great success for the county. He stated it was a pleasure to serve with David Gottlieb and ended his comments by thanking the community for allowing him to serve.

#### XII. Executive Session

1. Chairman Whitfield motioned for executive session at 9:43 PM, Commissioner Askew seconded the motion.
2. The Board of Commissioners, along with incoming Chairwoman Angie Teems and incoming District 4 commissioner Gene Wilson, entered executive session at 9:43 PM
3. The Board of Commissioners returned from executive session at 10:21 PM

XII. Adjournment:

Commissioner Blakemore made a motion to adjourn the meeting, Commissioner Stultz seconded the motion. Motion carried and the meeting was adjourned at 10:21 PM.

---

Angela Teems  
Chairwoman/CEO  
Walker County Georgia

Date

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

**OBITUARIES****BEAN, Robert David Nelson**

Robert David Nelson Bean, age 83, resident of Ringgold, Georgia, passed away on December 12, 2024. Funeral services are scheduled for Tuesday, December 17, 2024, 1 p.m. at Wilson Funeral Home, Wallis-Stewart Chapel, Ringgold, Georgia. Visitation will be prior to the service on Tuesday from 10 a.m. till 1 p.m. Interment will follow on Thursday, December 19, 2024, at Oak Ridge Cemetery, Turkey, North Carolina. In lieu of flowers, contributions can be made to Jewish Federation of Greater Chattanooga for Israel.

**REMEMBER ME**

Remember me in quiet days, while raindrops whisper on your pane. But in your memories have no grief, let just the joy we knew remain. Remember me when evening stars look down on you with steadfast eyes. Remember if once you wake to catch a glimpse of red sunrise. And when your thoughts do turn to me, know that I would not have you cry. But live for me and laugh for me, when you are happy, so am I. Remember an old joke we shared; remember me when spring walks by. Think once of me when you are glad, and while you live, I shall not die.

— Author Unknown

**City of Chickamauga Budget Hearings**

A Special Called Meeting will be held on Monday, December 30, 2024, 6:00 pm, at the Chickamauga Civic Center, for approval of the City of Chickamauga 2024 Amended Budget and 2025 Proposed Budget. Budgets will be available for public inspection at Chickamauga City Hall during regular office hours, Monday through Friday 8:15 am – 4:30 pm.

**NOTICE OF PUBLIC HEARING**

The Governing Authority of Walker County, Georgia proposes to update its code of ordinances.

O-01-25 proposes to amend Chapter 34 (Utilities) to adopt Broadband Ready Community standards.

Public hearings on the proposed ordinance change will be held at 6:30 p.m. on Thursday, December 19, 2024 and 6:30 p.m. on Thursday, January 9, 2025 at Walker County Courthouse Annex III, 201 S Main Street in LaFayette.

A copy of the proposed ordinance is available for review at the Board of Commissioner's Office (101 S Duke St., LaFayette) and online at [walkercountyga.gov](http://walkercountyga.gov).

**NOTICE OF CONSIDERATION OF AMENDMENT TO WALKER COUNTY ENABLING LEGISLATION REGARDING MINIMUM NUMBER OF MONTHLY REGULAR MEETINGS**

Notice is hereby given that the Board of Commissioners of Walker County, Georgia will consider an amendment to Section 9 of the Act creating the Board of Commissioners of Walker County, Georgia, 2017 Ga. Laws (Act No. 165), pursuant to the Georgia Constitution, Article IX, Section II, Paragraph I (b)(1) at the Board's regular meetings on December 19, 2024 and January 9, 2025 at 6:30 p.m. in the Courthouse Annex III building, 201 S Main Street, LaFayette, GA 30728. The proposed amendment shall reduce the required number of regular meetings held each month from two (2) to one (1), to repeal conflicting laws, and for other purposes. Copies of the proposed amendment are on file in the Office of the Clerk of Superior Court of Walker County and the Walker County Clerk to the Board of Commissioners. Any member of the public shall have a right to examine and inspect the proposed Resolution at these locations.

Board of Commissioners of Walker County, Georgia.

**Coming to Netflix: 'The Six Triple Eight'**

Movie honors the 6888th WAC Battalion, an all-Black, all-female WWII unit trained in Fort Oglethorpe

By Tamara Wolk  
[TWolk@CatosaNews.com](mailto:TWolk@CatosaNews.com)

The 855 black women of the 6888th Women's Army Corps (WAC) during World War II — women who trained in Fort Oglethorpe then went on to accomplish an amazing feat — are the subject of a film coming to Netflix on Dec. 20.

"The Six Triple Eight," starring Oprah Winfrey, brings the unit's story to life, from the start of the 6888th to the long road to recognition decades later.

The year was 1945. Millions of U.S. troops were at war in Europe, fighting to save the world from the aggression of Adolf Hitler.

Sitting in warehouses and airplane hangars in a number of European countries were many millions of pieces of mail that had been sent by family and friends of American soldiers — letters and packages meant to encourage lonely, scared, sometimes wounded men who wanted nothing more than to hear from a loved one.

Back home, in the United States, racial battles were raging about who could serve in the military and with whom. Separation of races and limited numbers of blacks, especially women, were the rule of thumb.

Out of desperation for personnel, the Army formed an all-black, all-female WAC unit that came to be known as the 6888th Central Postal Directory Battalion — under the command of Maj. Charity Adams, also an African-American woman.

The women were trained for military duty at the facilities in Fort Oglethorpe, Georgia, before being shipped across the ocean to their unknown assignment.

They learned soon enough what they were tasked to do — sort millions of pieces of mail and make sure they found their way to the addresses. It seemed demeaning to many of the women at first.



Contributed

The women of the 6888th Women's Army Corp, the subject of a new Netflix movie, trained in Fort Oglethorpe before shipping out to their assignment in Europe.

**MORE INFORMATION**

**Movie:** "The Six Triple Eight," on Netflix, Dec. 20

**Directors:** Tyler Perry and Kerry Washington

**Actors:** Kerry Washington and Oprah Winfrey

**Trailer:** <https://tinyurl.com/23uhkrkn>

**Theme song, sung by H.E.R.:**

<https://tinyurl.com/3puue7ma>



Contributed

The battalion's assignment was to clear more than 17 million pieces of backlog mail to American GIs serving in the European theater of war. The battalion was given six months to clear the backlog and completed the task in three months.

— there were 7,500 Robert Smiths. Many addresses were unclear. Many soldiers were dead or injured and in hospitals.

The 6888th was given six months to complete the mission. They proudly rose to the occasion and did it in

three. In the end, they processed 17 million pieces of mail.

Tamara Wolk is a reporter for The Catosa County News in Ringgold, Ga., and Walker County Messenger in LaFayette, Ga.

**ARREST REPORTS****Walker County arrests: Monday, Dec. 2, to Sunday, Dec. 8**

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 (misd), arresting officer, 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; FTML=Failure to maintain lane.

\* LOVE, JESSICA LEANN W/F 45 FELONY OFFICER WILLIAMSON, FELONY DRIVING ON SUSPENDED, NO INSURANCE, VANZANDT, KAYLA ELYSE W/F 38 MISD OFFICER SHACKLEFORD, DU-DRUGS, SEAT BELT VIOLATION

\* MORGAN, TIFFANY NICOLE W/F 23 FELONY OFFICER DIAW, CRIMINAL DAMAGE 2ND DEGREE, SIMPLE ASSAULT, DISORDERLY CONDUCT

\* MUNSON, DAWSON DAKOTA W/M 25 MISD OFFICER BROOKS, DRIVING WITHOUT LICENSE, STOP SIGN

\* NIMBLE, JOHN THOMAS W/M 30 MISD OFFICER MCNICHOLS, FTA X3

\* ONS, RICKY WAYNE W/M 01 FELONY OFFICER HUGHES, RETURN FTA DR. APPN

\* SELTEDWARD, ALLEN W/M 40 MISD OFFICER MILLER, FTA

\* TATEL, DYLAN THOMAS W/M 21 FELONY OFFICER MILLER, AGGRAVATED ASSAULT

\* TAYLOR, BRUNO H/M 36 MISD OFFICER SHACKLEFORD, NO HEADLIGHT, NO LICENSE

\* HOLLOWAY, SHELBY TRACY W/M 59 MISD OFFICER VANDYKE, DRIVING WHILE LICENSE SUSPENDED, POSSESSION MARIJUANA

\* BLACKMON, HOLD FOR COURT JUANIA, LESS 1 OZ

\* PANTAGES, CRAIG ALLEN W/M 35 FELONY OFFICER GOLOWICH, VGCSA, POSSESSION DRUG RELATED OBJECTS

\* PANTAGES, MICHAEL DAMIEN W/M 38 FELONY OFFICER GOLOWICH, FALSE INFO TO LEO, OBSTRUCTION OF LEO, POSSESSION DRUG RELATED OBJECTS, THEFT BY SHOPLIFTING, FLEEING/ATTEMPTING TO ELUDE

\* MEJIA-ROBLERO, DEYMER UDIEL H/M 22 MISD OFFICER CLARK, DRIVING WITHOUT VALID LICENSE

\* WRIGHT, MICHAEL DEWAYNE W/M 28 FELONY OFFICER POTTER, PAROLE VIOLATION

\* SUTHERLAND, WILLIAM GRANT W/M 50 FELICER HUGHES, RETURN FROM DR APPN

\* TEETERS, JOSHUA WAYNE W/M 36 OFFICER THOMAS HOLD FOR COURT

\* PALMER, ROSS LADON W/M 32 OFFICER THOMAS HOLD FOR CHATTOOGA CO

\* MELIENDZ, JEREMY LOUIS W/M 24 MISD OFFICER LEAMON, FTA X3

\* HAYES, EDWARD LAVAR B/M 28 MISD OFFICER GOLOWICH, DRIVING ON REVOKED LICENSE, EXPIRED TAG, NO PROOF OF INSURANCE

\* VAN NICE, HANNAH ASHLY W/F 34 OFFICER MULLIS, RETURN FROM ROSSVILLE COURT

\* SEXTON, SANDRA B/F 51 MISD OFFICER HYDE DISOR-

**SANCTION**

\* FOWLER, ERIC ANTHONY W/M 33 MISD OFFICER WORLEY, SIMPLE ASSAULT FVA

\* MUNCHIE, DAVID ALLEN W/M 57 MISD OFFICER HAVEN, FAILURE TO REGISTER VEHICLE, REMOVING TAG TO CONCEAL, IDENTITY OF VEHICLE, NO INSURANCE, RECKLESS DRIVING, TOO FAST FOR CONDITIONS, FAILURE TO OBEY STOP SIGN

\* VENTURA, CATHERINE MARIE W/F 41 MISD OFFICER DOYLE, FTA

\* BURKE, CALEY B/F 31 MISD OFFICER GOLOWICH, DRIVING ON SUSPENDED

\* CASEY, AUSTIN THOMAS W/M 33 MISD OFFICER ELSBERRY, DUI, SPEEDING

\* TURPEN, SEAN ONEIL W/M 53 FELONY OFFICER VANDYKE, DUI, ENTERING AUTO

\* SACHSE, MADELYN NOELLE W/F 18 FELONY OFFICER HYDE, FTML, ILLEGAL LANE CHANGE, POSSESSION MARIJUANA, POSSESSION FIREARM WHILE COMMITTING A CRIME

\* WAKE, WILLIAM RANDALL B/M 23 MISD OFFICER GOLOWICH, DUI DRUGS, FTML

\* THOMAS, HANNAH LEIGH W/F 32 MISD OFFICER HYDE, DUI, FTML

\* BELL, TONY LYNN W/M 46 MISD OFFICER CARTER, DRIVING ON SUSPENDED, SPEEDING, ED TAG

\* LEGER, ALYSSA JADE W/F 22 MISD OFFICER BLESCH, DRIVING ON SUSPENDED, SPEEDING

\* JOHNSON, LADARIUS LEBRON B/F 37 MISD OFFICER GOLOWICH, POSSESSION MARIJUANA, LESS 1 OZ, DRIVING WITHOUT LICENSE, NO INSURANCE, POSS AND USE OF DRUG RELATED OBJECTS

\* PAIZ, LOPEZ, EDVIN H/M 28 MISD OFFICER WARRICK, DRIVING WITHOUT LICENSE

\* WATSON, ERICA DAWN W/F 42 MISD OFFICER DIAB, FTA X2

\* SMITH, AUSTIN LENORA B/F 28 MISD OFFICER HYDE, DUI, FTML

\* BELL, PATRICK DA'VINCIE B/M 26 FELONY OFFICER TEMPLETON, DUI, DISORDERLY CONDUCT, CRIMINAL ATTEMPT TO COMMIT FELONY, CRIMINAL TRESPASS, SIMPLE ASSAULT X7

\* KUNZELMAN, KANE HUNTER W/M 28 MISD OFFICER GOLOWICH, DRIVING ON SUSPENDED, ED, FTML, WCSO WARRANT

\* HAYES, CHYNNA ELIZABETH W/F 32 MISD OFFICER CARTER, DUI DRUGS, FTML, NO INSURANCE, EXPIRED TAG

\* AUSTIN, DEVIN NATHAN B/M 22 OFFICER ROBERTS, HOLD FOR COURT

\* PARRIS, RONALD LAMAR W/M 72 MISD OFFICER PARISH, DRIVING ON SUSPENDED



## ORDINANCE O-01-25

### AN ORDINANCE AMENDING CHAPTER 34 OF THE CODE OF WALKER COUNTY, GEORGIA REGARDING UTILITIES; TO PROVIDE FOR BROADBAND READY COMMUNITY CERTIFICATION AND OTHER PURPOSES

**WHEREAS**, the Board of Commissioners is the governing authority for Walker County, Georgia; and

**WHEREAS**, Walker County desires for every resident to have reliable and affordable access to the internet, along with the necessary tools and skills that unlock opportunities for educational advancement, economic success, improved health and strengthened social ties; and

**WHEREAS**, in 2018, the Georgia General Assembly passed SB402, also known as Achieving Connectivity Everywhere (ACE) Act to encourage greater access to broadband services throughout the state by removing obstacles to the deployment of broadband infrastructure to homes and businesseswise due to their location in rural and other underserved area; and

**WHEREAS**, the Walker County Joint Comprehensive Plan 2022-2032 set forth a community goal to reduce obstacles to broadband infrastructure investment, adopt a strategy to promote broadband growth in the community, and attain Broadband Ready Community status from the state; and

**WHEREAS**, the County, as part of the Appalachian Digital Accelerator program and in collaboration with Thrive Regional Partnership, developed a "Community Connectivity Plan" to serve as a guiding document for making decisions about identified broadband deployment projects and digital skills training; and

**WHEREAS**, the County desires to leverage the data compiled in the Community Connectivity Plan to resolve identified gaps in broadband access and digital equity through federal programs such as the Broadband Equity, Access, and Deployment (BEAD) and Digital Equity Act programs;

**THEREFORE, BE IT ORDAINED** by the Board of Commissioners of Walker County that Chapter 34 of the Code of Walker County, Georgia is amended as follows:

#### ARTICLE I. IN GENERAL

##### **Section 34-1. Community Connectivity Plan adopted.**

The Walker County Community Connectivity Plan, which will be periodically updated, and its priorities, is adopted and shall serve to guide public and private policy to encourage greater access to broadband services throughout the county.

##### **Section 34-2 – 34-11 Reserved.**

#### ARTICLE II. BROADBAND NETWORK PROJECTS

##### **Section 34-12. Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings



ascribed to them in this section, except where the context clearly indicates a different meaning:

*Applicant* means a person applying for a permit for a broadband network project.

*Application* means a written request on the form(s) designated by the County for a permit for a broadband network project.

*Broadband network project* means any deployment of broadband services.

*Permit* means any local permit, license, certificate approval, registration, or similar form of approval required by policy, administrative rule, regulation, ordinance, or resolution with respect to a broadband network project.

### **Section 34-13. Single Point of Contact.**

The County shall appoint a single point of contact for all matters related to a broadband network project:

- a) The single point of contact shall be the Walker County Planning Director, who may be reached at 706-638-4048 or [planning@walkeraga.us](mailto:planning@walkeraga.us).
- b) The single point of contact shall be available for matters related to a broadband network project or a related liaison who may direct such inquiry in real time, with general scope and responsibilities to include permitting and right-of-way.
- c) The single point of contact information shall remain current with contact information updated within 15 calendar days of a change at [walkercountyga.gov](http://walkercountyga.gov).

### **Section 34-14. Application Completeness Review.**

- a) The County shall determine whether an application is incomplete and notify the applicant, by email, of the determination by the County within 10 calendar days of receiving an application.
- b) If the County does not respond to the applicant on whether the application is incomplete, within 10 calendar days, the application shall be assumed to be complete on the 11th day.

### **Section 34-15. Notification of Incomplete Application.**

- a) If the County determines that an application is not complete, the notification by email to the applicant shall specify all required components of the submitted application that were considered 'incomplete'; and
- b) The County's response shall include a checklist of sequenced items that resulted in the application being deemed 'incomplete' and the review timeline shall be as follows:
  - i. The applicant has up to 40 calendar days from the date of notification of incompleteness to respond back with corrections; and
  - ii. If the applicant does not respond back within 40 calendar days, the application is deemed canceled.
- c) If within 10 calendar days the County does not respond to the applicant on whether the corrected application is incomplete, the application shall be assumed to be complete on the 11th day.
- d) The County shall require a new submission and reset the process and application fees, should an application be deemed incomplete a second time.

### **Section 34-16. Approval or Denial Notification.**

If, on or before the 11<sup>th</sup> day as described in 34-14(b), an application is deemed complete, the County shall approve or deny an application within 10 calendar days, unless a joint meeting between the applicant and the County is deemed necessary.



- a)** If a joint meeting is deemed necessary, the joint meeting must occur within 15 calendar days of notification of completion and the joint meeting shall include:
  - i. Where applicant is going to conduct work; and
  - ii. When the work will be conducted; and
  - iii. What type of work will be done; and
  - iv. Who the County can contact for specific details or related questions; and
  - v. Any permit seeking approval under application.

Following a joint meeting between the applicant and the County, the County shall deny or approve the application within 10 calendar days.

- b)** Upon final approval, any required permit shall be deemed issued.

#### **Section 34-17. Related Fees.**

- a)** Any fee imposed by the County to review an application, issue a permit, or perform any other activity related to a broadband network project shall be reasonable, cost based, and nondiscriminatory to all applicants.
- b)** Any application fee that exceeds \$100.00 shall be considered unreasonable, unless the County provides documentation justifying such fee based on a specific cost.

#### **Section 34-18. Other Information.**

- a) Double Fee:** The County shall not require an application or permit(s) when already approved by an authorized state or federal jurisdiction. Provider shall notify and provide a copy of the approved permit to the single-point-of-contact at the County prior to access of right-of-way within the County's jurisdiction.
- b) Application Validity Timeline:** Any approved application shall be valid for six months from the date of approval. Should a provider not commence the service request qualified in the approved application within six months, the application shall expire, and it shall require a new permit approval and any associated fees, as applicable.
- c) Single Service Drop:** The County shall not require a permit for a broadband service provider to perform an installation of broadband service at an individual customer's service address as long as the facility being utilized only transverses a de minimis portion of the public right-of-way to reach the customer's property. The provider must still comply with the provisions of Chapter 9 of Title 25 of the O.C.G.A.

#### **Section 34-19. Broadband Ready Community.**

Walker County acknowledges:

- a)** A Georgia Certified Broadband Ready Community has an affirmative duty to notify the Georgia Department of Community Affairs of any changes to the information submitted as part of its application; and
- b)** Failure to notify Georgia Department of Community Affairs of changes may result in revocation of Walker County's Broadband Ready Certification, should the certification be granted.

**3.**

This ordinance is effective immediately upon its adoption.

**4.**

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



5.

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

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**ATTEST:**

**WALKER COUNTY, GEORGIA**

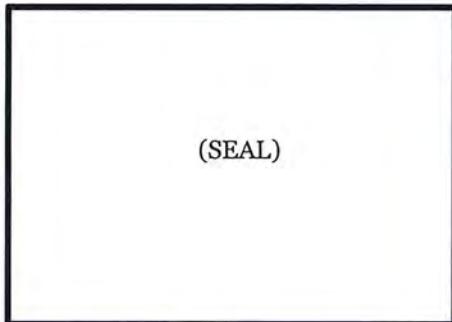
---

JESSICA STATON, Deputy Clerk

---

ANGELA TEEMS, Chairwoman

(SEAL)



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



**RESOLUTION R-045-24 / R-001-25**

**A RESOLUTION BY THE BOARD OF COMMISSIONERS OF WALKER COUNTY TO AMEND THE WALKER COUNTY, GEORGIA ENABLING LEGISLATION TO MODIFY THE NUMBER OF REGULAR MEETINGS TO BE HELD EACH MONTH**

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

**WHEREAS**, the Constitution of the State of Georgia, approved by the voters of the State in November 1982, and effective July 1, 1983, provides in Article IX, Section 2, Paragraph 1 thereof, that the governing authority of the County may adopt clearly reasonable ordinances, resolutions, and regulations; and

**WHEREAS**, additionally, the Constitution of the State of Georgia, approved by the voters of the State in November 1982, and effective July 1, 1983, specifically provides in Article IX, Section 2, Paragraph 1, Subparagraph (b)(1) thereof, that the governing authority of the County may, by resolution, amend local acts applicable to the governing authority; and

**WHEREAS**, the Board of Commissioners of Walker County desires to amend the local act creating the Board of Commissioners of Walker County, approved May 2, 2017 (Ga. L. 2017, Act No. 165), and ratified by the voters on November 6, 2018, so as to reduce the number of regular meetings held each month from two (2) to one (1), to repeal conflicting laws, and for other purposes; and

**WHEREAS**, 2017 Ga. Laws (Act No. 165), § 9 currently provides:

Each month, at the county seat, the board of commissioners shall hold a minimum of two regular meetings. All meetings shall be open to the public as required by law and shall provide a time period exclusively for public comment. The time, date, and place of the meetings shall be determined by the board in the first meeting of the year. Any resolution passed by the board regarding the time, date, and place of its monthly meetings shall be published in the official organ once a week for two weeks during a period of 30 days immediately following the passage of the resolution. The board of commissioners may hold such additional meetings as shall be necessary when called by the chairperson or any two commissioners, provided that all members of the board of commissioners shall have been notified at least three days in advance of such special meeting which is open to the public. Three district commissioners or the chairperson and any two district commissioners shall constitute a quorum. No official action shall be taken except upon the affirmative vote of at least three members of the board of commissioners and except upon compliance with Chapter 14 of Title 50 of the O.C.G.A. The chairperson shall be entitled to vote on a question only if the chairperson's vote would affect the outcome of any vote or issue before the board. The vice chairperson while serving as chairperson shall be entitled to vote on all matters before the board. All regular and called meetings shall be conducted according to Robert's Rules of Order.

**WHEREAS**, the Board of Commissioners of Walker County wishes to modify 2017 Ga. Laws (Act No. 165), § 9 such that it reads as follows (red are changes):

Each month, at the county seat, the board of commissioners shall hold a minimum of **one** regular meetings. **The meeting** shall be open to the public as required by law and shall provide a time period exclusively for public comment. The time, date, and place of the **meetings** shall be determined by the board in the first meeting of the year. Any resolution passed by the board regarding the time, date, and place of its monthly **meetings** shall be published in the official county organ once a week for two weeks during a period of 30 days immediately following the passage of the resolution. The board of commissioners may hold such additional meetings as shall be necessary when called by the chairperson or any two commissioners, provided



that all members of the board of commissioners shall have been notified at least three days in advance of such special meeting which is open to the public. Three district commissioners or the chairperson and any two district commissioners shall constitute a quorum. No official action shall be taken except upon the affirmative vote of at least three members of the board of commissioners and except upon compliance with Chapter 14 of Title 50 of the O.C.G.A. The chairperson shall be entitled to vote on a question only if the chairperson's vote would affect the outcome of any vote or issue before the board. The vice chairperson while serving as chairperson shall be entitled to vote on all matters before the board. All regular and called meetings shall be conducted according to Robert's Rules of Order.

**WHEREAS**, pursuant to Article IX, Section II, Paragraph I, Subparagraph (b)(1) of the Constitution of the State of Georgia, local acts may be amended by a resolution or ordinance duly adopted at two regular consecutive meetings of the county governing authority not less than seven nor more than 60 days apart and a notice containing a synopsis of the proposed amendment shall be published in the official county organ once a week for three weeks within a period of 60 days immediately preceding its final adoption;

**WHEREAS**, those requirements applicable to amendments to local acts of the General Assembly by a resolution or ordinance duly adopted by the county governing authority as set forth in Article IX, Section II, Paragraph I, Subparagraph (b)(1) of the Constitution of the State of Georgia have been met and satisfied, and, specifically, notice of the consideration of this Resolution has been advertised and this Resolution has been duly adopted by the governing authority at two regular consecutive meetings; and

**THEREFORE, BE IT RESOLVED**, by the Walker County Board of Commissioners that the Act creating the Board of Commissioners for Walker County, Ga. L. 2017, Act No. 165, § 9 hereby amended by modifying Section 9 as follows (red are changes):

Each month, at the county seat, the board of commissioners shall hold a minimum of **one** regular meetings. **The meeting** shall be open to the public as required by law and shall provide a time period exclusively for public comment. The time, date, and place of the **meetings** shall be determined by the board in the first meeting of the year. Any resolution passed by the board regarding the time, date, and place of its monthly **meetings** shall be published in the official county organ once a week for two weeks during a period of 30 days immediately following the passage of the resolution. The board of commissioners may hold such additional meetings as shall be necessary when called by the chairperson or any two commissioners, provided that all members of the board of commissioners shall have been notified at least three days in advance of such special meeting which is open to the public. Three district commissioners or the chairperson and any two district commissioners shall constitute a quorum. No official action shall be taken except upon the affirmative vote of at least three members of the board of commissioners and except upon compliance with Chapter 14 of Title 50 of the O.C.G.A. The chairperson shall be entitled to vote on a question only if the chairperson's vote would affect the outcome of any vote or issue before the board. The vice chairperson while serving as chairperson shall be entitled to vote on all matters before the board. All regular and called meetings shall be conducted according to Robert's Rules of Order.

**BE IT FURTHER RESOLVED** that any other Ordinance, Resolution, or local law, or portion thereof, now in effect, that is in conflict with any of the provisions of this Resolution is hereby repealed.

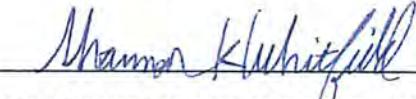
**BE IT FURTHER RESOLVED** that this Resolution shall be approved at two back-to-back meetings of the Board of Commissioners wherein such meetings are not less than seven (7) nor more than sixty (60) days apart.

**BE IT FURTHER RESOLVED**, that upon such dual approvals being achieved, a copy of such amendment, along with a notice of publication and publisher's affidavit, shall be filed with the Georgia Secretary of State's office. (Ga. Const. Art. 9, § 2, ¶ 1(g)).

The public health, safety, and welfare demanding it.

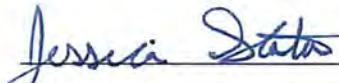
**FIRST APPROVAL** occurring at a duly called meeting of the Walker County Board of Commissioners on 19 day of December, 2024.

WALKER COUNTY, GEORGIA



SHANNON K. WHITFIELD, Chairman

ATTEST:



JESSICA STATON, Deputy Clerk



The foregoing Resolution received a motion for approval from Commissioner Askev, second by Commissioner Blakemore, and upon the question the vote is 3 ayes, 0 nays to PASS the Resolution.

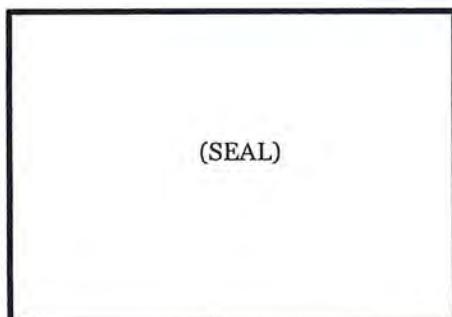
**SECOND APPROVAL** occurring at a duly called meeting of the Walker County Board of Commissioners on \_\_\_\_\_ day of \_\_\_\_\_, 2025.

WALKER COUNTY, GEORGIA

ANGELA TEEMS, Chairwoman

ATTEST:

JESSICA STATON, Deputy Clerk



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

# AFFIDAVIT OF PUBLICATION

State of Georgia, } S.S.  
County of Walker

I, Douglas W. Crow, do solemnly swear  
that I am the Vice President of  
Operations, Times Journal Inc., of THE  
WALKER COUNTY MESSENGER, printed and published at  
LaFayette in the state of Georgia, and that from my personal  
knowledge and reference to files of said publication  
the advertisement of HOME RULE

was inserted in THE WALKER COUNTY MESSENGER  
in space of Legal on date(s) as follows:

12/11/2024 12/18/2024 12/25/2024

Ad No.: **450498**

Subscribed and sworn to before me  
This 25th day of December, 2024



Douglas W. Crow, Vice President of  
Operations, Times Journal Inc.

KMCRANE  
Notary Public



## \$2,000 for Stocking Full of Love



Mason Family Dentistry in LaFayette made a \$2,000 donation to the Al Millard Memorial Stocking Full of Love, which provides Christmas gifts and essentials to underprivileged children and families in the county. Dr. George D. Mason and his staff have been longtime supporters of the Christmas charity. From left: Sheriff Steve Wilson, Dr. Mason and his elves.

## Free basket-weaving classes for Walker County students

## Special



Basket-weaving is an art used traditionally by Africans, Europeans and Native Americans. This craft has been passed down from generation to generation.

Walker County African American Historical and Alumni Association Inc. has received a grant for \$1,000 to offer a free basket-weaving class to Walker County students, 9-18 years old.

This grant will receive a match (\$125) via a partnership with the Chickamauga Woman Club. An additional match of \$375 is needed to complete the project.

Classes are planned to be scheduled at the Chickamauga Library, Wallaceville community and the Walker County African American Museum and Multicultural Center in LaFayette.

Also, WCAAHAA has partnered with Stone Creek Elementary School art class, Jennifer Wolfe teacher, to provide free supplies to complete 356 baskets.

Kay Worsham of the Northwest Georgia Art Guild will teach adult leaders to guide the students.

Parents must accompany students during classes held at the library, museum and in the Wallaceville Community.

WCAAHAA is offering this project, hoping the

joy of art will be a teaching tool of cultural similarities, beauty, and how art such as basket-weaving can produce items that may be used for chores, organization and storage.

Chickamauga Library (1/18/2025, register before 1/11/2025), Museum (date to be announced) and Wallaceville (date to be announced) classes have limited space; therefore, students must register by calling Beverly Foster at 678-371-4106. Stone Creek Elementary students, please see Mrs. Wolfe.

This program is supported in part by the Georgia Council for the Arts through the appropriation of the Georgia General Assembly. Georgia Council for the Arts also receives support from its partner agency, the National Endowment for the Arts.

Article submitted by Beverly C. Foster, president of WCAAHAA Inc.

## ARREST REPORTS

## Walker County arrests: Monday, Nov. 25, to Sunday, Dec. 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 (misd), arresting officer, 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; FTML=Failure to maintain lane.

• STONE ALEXIS MARIE W/F 20 MISD OFFICER DIAW PROBATION VIOLATION — MISD

• SHIRLEY ROBIN LEIGH W/F 45 FELONY OFFICER DIAW BATTERY — FVA / OBSTRUCTION OF LAW ENFORCEMENT — MISD

• WALKER DAVID LAMAR W/M 55 MISD OFFICER LEAMON DRIVING UNDER THE INFLUENCE • CHOATE CAMERON TAYLOR W/F 23 MISD OFFICER THOMASON DRIVING UNDER THE INFLUENCE / SPEEDING

• SHINE BRAYDON KENDARIUS B/M 21 FELONY OFFICER TATE FUGITIVE

• HARDIN DERRICK WESLEY W/M 35 MISD OFFICER DELACRUZ HOLD FOR COURT

• MILLER ETHAN KYLE W/M 31 FELONY OFFICER LEAMON VIOLATION OF PROBATION — FELONY

• DAVIS JEREMIAH WILLIAMS W/M 26 FELONY OFFICER MILLER VIOLATION OF PROBATION — FELONY

• FARMER AMBER NICOLE W/F 31 MISD OFFICER LEAMON FAILURE TO APPEAR — MISD

• POAG STACEY DE-WAYNE W/M 48 FELONY OFFICER THOMASON POSSESSION OF SCHEDULE II CONTROLLED SUBSTANCE

• WILLIAMS GLOYA HEATH W/M 44 FELONY OFFICER THOMASON DRIVING UNDER THE INFLUENCE / POSSESSION OF METH

• SLATON JUSTIN RICHARD W/M 44 FELONY OFFICER THOMASON VGCSA

• MOONEYHAM KIMBERLY DENISE W/F 55 SELF HOLD FOR COURT

• WOOD JAXON SCOTT W/M 21 FELONY OFFICER SIMPSON VIOLATION OF PROBATION — FELONY

• BROOKS WENDELL BARRY B/M 50 FELONY

OFFICER SUMNER POSSESSION OF MARIJUANA — FELONY / NO INSURANCE / FAILURE TO REGISTER VEHICLE / CONCEALING IDENTITY OF VEHICLE

• MOSES JOHN DEKTOA W/M 29 MISD OFFICER WILSON FAILURE TO APPEAR — MISD

• CARRINGTON HAYLEY NICOLE W/F 28 OFFICER WILSON HOLD FOR FLOYD COUNTY SHERIFF'S OFFICE

• HOOD DEWAYNE ANTHONY W/M 37 OFFICER PETTY RETURN FROM MEDICAL TRANSPORT

• MATTHEWS TIMOTHY LEE W/M 53 DOC HOLD FOR COURT

• RITCHIE JAMIE MARIE W/F 32 OFFICER DELACRUZ HOLD FOR COURT

• MCDONALD MAKAYLA NICOLE B/F 29 OFFICER DELACRUZ HOLD FOR COURT

• MAXWELL CASEY CAMILLE W/F 32 FELONY OFFICER PHILLIPS VIOLATION OF PROBATION — FELONY

• MCGEE KRISTEN SHAE W/F 36 MISD OFFICER LEAMON FAILURE TO APPEAR — MISD

• CRUZ RIGOBERTO ANDRES H/M 32 MISD OFFICER HAVEN DRIVING WITHOUT A VALID LICENSE / NO REGISTRATION / AFFIXING TAG

• JONES RODNEY LAMAR W/M 54 MISD OFFICER ABU HADBA CRUELTY TO ANIMALS — MISD

• RAMIREZ HONORIO VASQUEZ H/M 42 MISD OFFICER HAVEN DRIVING WHILE UNDER THE INFLUENCE / DRIVING WITHOUT A VALID LICENSE / HEADLIGHT REQUIREMENT

• CLIMER ELYSSA LYNE W/F 22 MISD OFFICER JONES PU

• COPELAND MICHAEL DARRYL B/M 34 MISD OFFICER JONES DRIVING ON SUSPENDED / TAILIGHT REQUIREMENT

• SMITH CARR MELVA VIRGINIA W/F 81 FELONY OFFICER CREIGHTON TERRORISTIC THREATS — FELONY / SIMPLE ASSAULT — FVA

• HARPER ZACHARY EDWARD W/M 38 MISD OFFICER WILLIAMSON OBSTRUCTION OF LEO

• RUSSELL JACOB SCOTT W/M 33 FELONY OFFICER CAMP PROBATION

• HOLCOMB TIFFANY DANIELLE W/F 31 FELONY OFFICER LEAMON FTA

• CHAMBERS CHARLEY ROBERT W/M 52 OFFICER CRAIG BACK FROM DOC APPT

• FLEETWOOD JERMAINE DA'SHAUN B/M

19 MISD OFFICER HAVEN OBSTRUCTION OF LEO, CONCEALING IDENTITY OF VEHICLE, SEAT BELT, VIEW OBSTRUCTED WINDSHIELD

• MORALES MARVIN EDUARDO H/M 29 MISD OFFICER WILSON DRIVING WHILE UNLICENSED, SPEEDING

• THOMAS MANYA SYRAY B/F 18 MISD OFFICER STRICKLAND DUI DRUGS, HEADLIGHT REQUIREMENT, FAILURE TO OBEY TRAFFIC CONTROL DEVICE

• MILLER AMY NICHOLE W/E 44 MISD OFFICER SIMPSON ANIMAL CRUELTY (X16)

• ROBERTS DION DERICK LYNN B/M 30 FELONY OFFICER WINTERS RETURN FROM MEDICAL

• BRIDGES MORTICIA LACHELE W/F 38 MISD OFFICER BAGGETT CRUELTY TO ANIMALS — MISD X13

• ESPEY BLEVINS ALEXANDER B/M 50 MISD OFFICER GILREATH FAILURE TO REGISTER VEHICLE, NO INSURANCE, DRIVING ON SUSPENDED

• POWERS MARY CATHERIN B/F 61 MISD OFFICER WILLIAMSON D.U.I. LESS SAFE

• ANDERSON CHRISTOPHER MICHAEL W/M 33 MISD OFFICER MATHIS BENCH WARRANT, SIMPLE BATTERY-FVA

• LIVINGSTON MICHAEL STEVEN W/M 32 MISD OFFICER SCARBROUGH SIMPLE BATTERY/VIOLATION

• SMITH LORIN FELISHA B/F 44 MISD OFFICER JONES DRIVING ON SUSPENDED / TAILIGHT REQUIREMENT

• CLIMER ELYSSA LYNE W/F 22 MISD OFFICER JONES PU

• COPELAND MICHAEL DARRYL B/M 34 MISD OFFICER JONES DRIVING ON SUSPENDED / TAILIGHT REQUIREMENT

• SMITH CARR MELVA VIRGINIA W/F 81 FELONY OFFICER CREIGHTON TERRORISTIC THREATS — FELONY / SIMPLE ASSAULT — FVA

• HARPER ZACHARY EDWARD W/M 38 MISD OFFICER WILLIAMSON OBSTRUCTION OF LEO

• RUSSELL JACOB SCOTT W/M 33 FELONY OFFICER CAMP PROBATION

• HOLCOMB TIFFANY DANIELLE W/F 31 FELONY OFFICER LEAMON FTA

• CHAMBERS CHARLEY ROBERT W/M 52 OFFICER CRAIG BACK FROM DOC APPT

• FLEETWOOD JERMAINE DA'SHAUN B/M

/ POSSESSION OF COCAINE / HARVEY STEVEN DENNIS W/M 33 FELONY OFFICER GALYON POSSESSION OF METH / POSSESSION OF COCAINE / TRAFFICKING METH

• JIMENEZ-GARCIA JENNY ESTUARDO H/M 24 MISD OFFICER HAVEN DRIVING WITHOUT A VALID LICENSE / FAILURE TO MAINTAIN LANE

• TAYLOR JAYLEN KESHAUN B/M 19 MISD OFFICER THOMASON D.U.I. DRUGS LESS SAFE, FTML, SPEEDING

• WARDELL RICHARD WAYNE W/M 34 MISD OFFICER POSEY DRIVING W/O LICENSE

• GRAVITT STEPHANIE MARIE W/F 42 F OFFICER POSEY POSS OF METH, EAST RIDGE TN WARRANT

• STARGIN RANDY B/M 27 MISD OFFICER SHACK-

LEFORD DUI, DRIVING ON SUSPENDED LICENSE / HARRIS JEREMY B/M 29 MISD OFFICER CREIGHTON TERRORISTIC THREATS-M, SIMPLE ASSAULT-FVA

• HARGIE BONNIE SUE W/F 44 FELONY OFFICER SUMNER LOITERING AND PROWLING, POSS OF DRUG RELATED OBJECTS

• DUKE ALEXANDER SCOTT W/M 21 MISD OFFICER BALLARD D.U.I. SPEEDING

• HALL HALEY KATHERINE W/F 29 MISD OFFICER SHACKLEFORD D.U.I., FAILURE TO STOP AT STOP SIGN

Find the latest breaking news online at [catoosawalkernews.com](http://catoosawalkernews.com).

## NOTICE OF PUBLIC HEARING

The Governing Authority of Walker County, Georgia proposes to update its code of ordinances.

O-01-25 proposes to amend Chapter 34 (Utilities) to adopt Broadband Ready Community standards.

Public hearings on the proposed ordinance change will be held at 6:30 p.m. on Thursday, December 19, 2024 and 6:30 p.m. on Thursday, January 9, 2025 at Walker County Courthouse Annex III, 201 S Main Street in LaFayette.

A copy of the proposed ordinance is available for review at the Board of Commissioner's Office (101 S Duke St, LaFayette) and online at [walkercountyga.gov](http://walkercountyga.gov).

## NOTICE OF CONSIDERATION OF AMENDMENT TO WALKER COUNTY ENABLING LEGISLATION REGARDING MINIMUM NUMBER OF MONTHLY REGULAR MEETINGS

Notice is hereby given that the Board of Commissioners of Walker County, Georgia will consider an amendment to Section 9 of the Act creating the Board of Commissioners of Walker County, Georgia, 2017 Ga. Laws (Act No. 165), pursuant to the Georgia Constitution, Article IX, Section II, Paragraph I (b)(1) at the Board's regular meetings on December 19, 2024 and January 9, 2025 at 6:30 p.m. in the Courthouse Annex III building, 201 S Main Street, LaFayette, GA 30728. The proposed amendment shall reduce the required number of regular meetings held each month from two (2) to one (1), to repeal conflicting laws, and for other purposes. Copies of the proposed amendment are on file in the Office of the Clerk of Superior Court of Walker County and the Walker County Clerk to the Board of Commissioners. Any member of the public shall have a right to examine and inspect the proposed Resolution at these locations.

Board of Commissioners of Walker County, Georgia.

## OBITUARIES

BEAN, Robert  
David Nelson

Robert David Nelson Bean, age 83, resident of Ringgold, Georgia, passed away on December 12, 2024. Funeral services are scheduled for Tuesday, December 17, 2024, 1 p.m. at Wilson Funeral Home, Wallis-Stewart Chapel, Ringgold, Georgia. Visitation will be prior to the service on Tuesday from 10 a.m. till 1 p.m. Interment will follow on Thursday, December 19, 2024 at Oak Ridge Cemetery, Turkey, North Carolina. In lieu of flowers, contributions can be made to Jewish Federation of Greater Chattanooga for Israel.

## REMEMBER ME

Remember me in quiet days, while raindrops whisper on your pane. But in your memories have no grief, let just the joy we knew remain. Remember me when evening stars look down on you with steadfast eyes. Remember if once you wake to catch a glimpse of red sunrise. And when your thoughts do turn to me, know that I would not have you cry. But live for me and laugh for me, when you are happy, so am I. Remember an old joke we shared; remember me when spring walks by. Think once of me when you are glad, and while you live, I shall not die.

— Author Unknown

City of Chickamauga  
Budget Hearings

A Special Called Meeting will be held on Monday, December 30, 2024, 6:00 pm, at the Chickamauga Civic Center, for approval of the City of Chickamauga 2024 Amended Budget and 2025 Proposed Budget. Budgets will be available for public inspection at Chickamauga City Hall during regular office hours, Monday through Friday 8:15 am – 4:30 pm.

## NOTICE OF PUBLIC HEARING

The Governing Authority of Walker County, Georgia proposes to update its code of ordinances.

O-01-25 proposes to amend Chapter 34 (Utilities) to adopt Broadband Ready Community standards.

Public hearings on the proposed ordinance change will be held at 6:30 p.m. on Thursday, December 19, 2024 and 6:30 p.m. on Thursday, January 9, 2025 at Walker County Courthouse Annex III, 201 S Main Street in LaFayette.

A copy of the proposed ordinance is available for review at the Office of the Commissioner's Office (101 S Duke St., LaFayette) and online at [walkercountyga.gov](http://walkercountyga.gov).

NOTICE OF CONSIDERATION OF AMENDMENT TO  
WALKER COUNTY ENABLING LEGISLATION REGARDING  
MINIMUM NUMBER OF MONTHLY REGULAR MEETINGS

Notice is hereby given that the Board of Commissioners of Walker County, Georgia will consider an amendment to Section 9 of the Act creating the Board of Commissioners of Walker County, Georgia, 2017 Ga. Laws (Act No. 165), pursuant to the Georgia Constitution, Article IX, Section II, Paragraph I (b)(1) at the Board's regular meetings on December 19, 2024 and January 9, 2025 at 6:30 p.m. in the Courthouse Annex III building, 201 S Main Street, LaFayette, GA 30728. The proposed amendment shall reduce the required number of regular meetings held each month from two (2) to one (1), to repeal conflicting laws, and for other purposes. Copies of the proposed amendment are on file in the Office of the Clerk of Superior Court of Walker County and the Walker County Clerk to the Board of Commissioners. Any member of the public shall have a right to examine and inspect the proposed Resolution at these locations.

Board of Commissioners of Walker County, Georgia.

## Coming to Netflix: 'The Six Triple Eight'

Movie honors the 6888th WAC Battalion, an all-Black, all-female WWII unit trained in Fort Oglethorpe

By Tamara Wolk  
[TWolk@CatoosaNews.com](mailto:TWolk@CatoosaNews.com)

The 855 black women of the 6888th Women's Army Corps (WAC) during World War II — women who trained in Fort Oglethorpe then went on to accomplish an amazing feat — are the subject of a film coming to Netflix on Dec. 20.

"The Six Triple Eight," starring Oprah Winfrey, brings the unit's story to life, from the start of the 6888th to the long road to recognition decades later.

The year was 1945. Millions of U.S. troops were at war in Europe, fighting to save the world from the aggression of Adolf Hitler.

Sitting in warehouses and airplane hangars in number of European countries were many millions of pieces of mail that had been sent by family and friends of American soldiers — letters and packages meant to encourage lonely, scared, sometimes wounded men who wanted nothing more than to hear from a loved one.

Back home, in the United States, racial battles were raging about who could serve in the military and with whom. Separation of races and limited numbers of blacks, especially women, were the rule of thumb.

Out of desperation for personnel, the Army formed an all-black, all-female WAC unit that came to be known as the 6888th Central Postal Directory Battalion — under the command of Maj. Charity Adams, also an African-American woman.

The women were trained for military duty at the facilities in Fort Oglethorpe, Georgia, before being shipped across the ocean to their unknown assignment.

They learned soon enough what they were tasked to do — sort millions of pieces of mail and make sure they found their way to the addresses. It seemed demeaning to many of the women at first.



The women of the 6888th Women's Army Corp, the subject of a new Netflix movie, trained in Fort Oglethorpe before shipping out to their assignment in Europe.

## MORE INFORMATION

**Movie:** "The Six Triple Eight," on Netflix, Dec. 20

**Directors:** Tyler Perry and Kerry Washington

**Actors:** Kerry Washington and Oprah Winfrey

**Trailer:** <https://tinyurl.com/23uhkrkn>

**Theme song, sung by H.E.R.:** <https://tinyurl.com/3puve7ma>

But what they faced was a logistical nightmare that had been growing for a few years and now demanded not only disciplined concentration but rigorous physical work.

The mail was stored in multiple unheated, rat-infested warehouses and airplane hangars.

Troops did not have permanent addresses. The majority of them had relocated since their mail had been sent. Thousands had the same name

— there were 7,500 Robert Smiths. Many addresses were unclear. Many soldiers were dead or injured and in hospitals.

The 6888th was given six months to complete the mission. They proudly rose to the occasion and did it in

three. In the end, they processed 17 million pieces of mail.

Tamara Wolk is a reporter for The Catoosa County News in Ringgold, Ga., and Walker County Messenger in LaFayette, Ga.



Contributed

## ARREST REPORTS

Walker County arrests: Monday, Dec. 2, to Sunday, Dec. 8

SANCTION	
♦ FOWLER ERIC ANTHONY	W/M 23 MISD OFFICER WORLEY SIMPLE ASSAULT FVA
♦ MUNCHIEL DAVID ALLEN	W/M 57 MISD OFFICER HAVEN FAILUR TO REGISTER VEHICLE, REMOVING TAG TO CONCEAL, IDENTITY OF VEHICLE, NO INSURANCE, RECKLESS DRIVING, TOO FAST FOR CONDITIONS, FAILURE TO OBEY STOP SIGN
♦ VENTURA CATHERINE MARIE W/F 41 MISD OFFICER DOYLE FTA	♦ BURSE CALEY LYNN B/F 31 MISD OFFICER GOLOWICH DRIVING ON SUSPENDED
♦ CASEY AUSTIN THOMAS	W/M 33 MISD OFFICER ELSBERRY D/L, SPEEDING
♦ TURPEN SEAN O'NEIL W/M 53 FELONY OFFICER VANDYKE DUL, ENTERING AUTO	♦ SACHSE MADELYN NOELLE W/F 18 FELONY OFFICER HYDE FTML, ILLEGALLANE CHANGE, POSSESSION MARIJUANA, POSSESSION FIREARM WHILE COMMITTING A CRIME
♦ WARE WILLIAM RANDALL B/M 23 MISD OFFICER GOLOWICH DUL DRUGS, FTML	♦ WARE WILLIAM RANDALL B/M 23 MISD OFFICER GOLOWICH DUL DRUGS, FTML
♦ THOMAS HANNAH LEIGH W/F 32 MISD OFFICER HYDE DUL, FTML	♦ BELL TONY LYNN W/M 46 MISD OFFICER CARTER DRIVING ON SUSPENDED, SUSPENDED TAG
♦ BELL PATRICK DAVINCIE B/M 26 FELONY OFFICER TEMPLETON PUL, DISORDERLY CONDUCT, CRIMINAL ATTEMPT TO COMMIT FELONY, CRIMINAL TRESPASS, SIMPLE ASSAULT X <sub>2</sub>	♦ LEGER ALYSSA JADE W/F 22 MISD OFFICER BLESH DRIVING ON SUSPENDED, SPEEDING
♦ WATSON ERICA DAWN W/F 42 MISD OFFICER DIAW FTA X <sub>2</sub>	♦ JOHNSON LADARIUS LEBRON B/F 37 MISD OFFICER GOLOWICH POSSESSION MARIJUANA LESS 1 OZ, DRIVING WITHOUT LICENSE, NO INSURANCE, POSS AND USE OF DRUG RELATED OBJECTS
♦ SMITH AUSTIN LENORA B/F 28 MISD OFFICER HYDE DUL, FTML	♦ AMOS CHRISTOPHER JAMES W/M 51 MISD OFFICER MILLER PROBATION VIOLATION
♦ BELL PATRICK DAVINCIE B/M 26 FELONY OFFICER TEMPLETON PUL, DISORDERLY CONDUCT, CRIMINAL ATTEMPT TO COMMIT FELONY, CRIMINAL TRESPASS, SIMPLE ASSAULT X <sub>2</sub>	♦ GRASTY AARON ELLIS W/M 34 OFFICER WILLIAMS BATTER FVA, FALSE IMPRISONMENT
♦ KUNZELMAN KANE HUNTER W/M 28 MISD OFFICER GOLOWICH DRIVING ON SUSPENDED, SPEEDING	♦ BETANACOURT ISRAEL GARCIA W/M 47 FEL OFFICER CAMP POSS OF METH, HOLD FOR OTHER AGANCE
♦ HAYES CHYNNA ELIZABETH W/F 32 MISD OFFICER CARTER DRIVING WITHOUT LICENSE, NO INSURANCE, POSS AND USE OF DRUG RELATED OBJECTS	♦ WARE KEENON DIANTE B/M 30 MISD OFFICER PHILIPS PBLC INDENDENCY
♦ AUSTIN DEVIN NATHAN B/M 22 OFFICER ROBERTS HOLD FOR COURT	♦ AMOS CHRISTOPHER JAMES W/M 51 MISD OFFICER MILLER PROBATION VIOLATION
♦ BROWN MARCUS LAWRENCE W/M 47 OFFICER ROBERTS 48 HOUR SANCTION	♦ GRASTY AARON ELLIS W/M 34 OFFICER WILLIAMS BATTER FVA, FALSE IMPRISONMENT
♦ CAPPS SUSAN LEIGH W/F 56 OFFICER ROBERTS 24 HOUR	♦ BROWN MARCUS LAWRENCE W/M 47 OFFICER ROBERTS 48 HOUR SANCTION



From left, Students Ammy Cornejo Cornejo, technical certificate of credit in Cosmetology for Licensure; Angie Lopez, technical certificate of credit in Cosmetology for Licensure; Selena Angelica Cruz, technical certificate of credit in Clinical Office Assistant; Ruth Segura Vazquez, technical certificate of credit in Clinical Office Assistant; Ruben Orozco Chavez, associate degree in Business Management; and Verencio Nieto, diploma in Medical Assisting, prepare for the commencement ceremony to begin.

## GNIC honors fall 2024 graduates

From GNIC

More than 300 Georgia Northwestern Technical College (GNIC) students crossed the stage of the Dalton Convention Center on Thursday, Dec. 12, to the cheers of their families, friends and instructors.

Trevor Roberts, clinical coordinator of Ultrasound programs and instructor of Adult Echocardiography at GNIC, sang the National Anthem. Leyner Argueta, program director and instructor of Business Management at GNIC, led the Invocation.

Heidi Popham, president of GNIC, welcomed guests, congratulated the graduates and observed that the graduates have "overcome unique challenges, demonstrating tenacity and steadfast spirit."

"You chose not to be defined by your obstacles," Popham told the graduates. "Instead you chose the path to education, personal growth and achievement. We celebrate tonight your hard work, your dedication, your determination and your willingness to overcome obstacles."

"Throughout your journey, you have not only acquired knowledge, but you have devel-

oped essential life skills, such as adaptability, problem solving and a thirst for knowledge that will serve you well in the future," Popham said.

Popham introduced commencement address speaker Deanna Hulsey, instructor of Cosmetology at GNIC and the 2024 GNIC Rick Perkins Instructor of the Year and First Runner-Up for the Technical College System of Georgia (TCSG) 2024 Rick Perkins Instructor of the Year.

"My life has been like a movie, a Lifetime movie," Hulsey said. "I've experienced some crazy things, but hardships build character and make you fitter."

Hulsey said she left high school after becoming pregnant and received her High School Equivalency at GNIC. After enduring years of abuse by her children's father and a harrowing incident when he held them hostage, she fled with her two daughters and never returned.

She received her diploma in Cosmetology from GNIC in 2011 and has been an instructor at GNIC since 2014. She has taught Dual Enrollment high school students and adult students. Hulsey, a Rome

June 27: President Joe Biden and former President Donald Trump take part in a nationally televised debate in Atlanta. Biden's halting performance leads Democrats to replace him on the ticket with Vice President Kamala Harris.

July 12: Former Georgia Insurance Commissioner John Oxendine is sentenced to three and a half years in prison for conspiracy to commit healthcare fraud in connection with unnecessary lab testing. In a guilty plea, Oxendine admits that his insurance consulting

business ordered the tests from a lab company in Texas in return for hundreds of thousands of dollars in kickbacks.

Sept. 4: A teenage gunman is arrested and charged with shooting two teachers and two students to death at Apalachee High School in Barrow County. Colt Gray's father Colin is charged with giving his son access to the murder weapon, prompting Georgia lawmakers to call for legislation incentivizing gun owners to safely store their firearms.

### NOTICE OF CONSIDERATION OF AMENDMENT TO WALKER COUNTY ENABLING LEGISLATION REGARDING MINIMUM NUMBER OF MONTHLY REGULAR MEETINGS

Notice is hereby given that the Board of Commissioners of Walker County, Georgia will consider an amendment to Section 9 of the Act creating the Board of Commissioners of Walker County, Georgia, 2017 Ga. Laws (Act No. 165), pursuant to the Georgia Constitution, Article IX, Section II, Paragraph I (b)(1) at the Board's regular meetings on December 19, 2024 and January 9, 2025 at 6:30 p.m. in the Courthouse Annex III building, 201 S Main Street, LaFayette, GA 30728. The proposed amendment shall reduce the required number of regular meetings held each month from two (2) to one (1), to repeal conflicting laws, and for other purposes. Copies of the proposed amendment are on file in the Office of the Clerk of Superior Court of Walker County and the Walker County Clerk to the Board of Commissioners. Any member of the public shall have a right to examine and inspect the proposed Resolution at these locations.

Board of Commissioners of Walker County, Georgia.

Project	Original Estimated Cost	Current Estimated Cost	Amount Expended							
			Year 1 2021	Year 2 2022	Year 3 2023	Year 4 2024	Year 5 2025	Year 6 2026		
Capital investment equipment for additional Walker County E911 radio tower	\$750,000	\$750,000	\$ 250,000	\$500,000						
Emergency equipment for Emergency Management & First Responder radio communication & Computer Technology	1,000,000	1,000,000		\$539,460						
Emergency generators for facilities and critical systems	850,000	850,000			\$21,757	\$80,083				
Capital investment for equipment, technology, and facilities upgrades for E911	425,000	425,000	\$6,614	\$10,900	\$5,718					
Capital equipment for Law Enforcement Vehicles	2,500,000	2,500,000	264,258	\$415,312	\$516,585	\$423,407				
Capital equipment for Law Enforcement body & vehicle cameras	400,000	400,000		\$400,000		\$157,440				
Emergency vehicles equipment including vehicles & outfitting and fire station facilities Improvements	3,750,000	3,750,000		\$72,664	\$1,437,261	\$511,309				
Facility completion of the Hinkle fire station and equipment for fire department in public works equipment, roadside mowers and vehicles	300,000	300,000				\$10,675				
Capital investment for right-of-way improvements, road paving, bridge replacement/upgrades	3,000,000	3,000,000	393,801	\$1,108,485	\$784,482	\$458,301				
Capital investment in equipment and facilities improvements to LaFayette/Walker Senior Citizen Center	200,000	200,000			\$232,544	\$3,649,427	\$464,012			
Capital investment in equipment and building addition/expansion to Agriculture Center	1,200,000	1,200,000					\$139,728			
Capital investment in technology advancements, books, and facility improvements for our (3) public libraries	150,000	150,000					\$107,689	\$5,905		
Capital improvements for the historic Marsh house	90,000	90,000					\$11,756			
Capital investment in recreational improvements for the Civic Center campus	350,000	350,000					\$423,385			
Capital investment in additional fire hydrants	250,000	250,000	2,437	\$260,621	\$2,558					
Capital improvements of county facilities including Courthouse and Courthouse Annex	4,100,000	4,100,000		\$186,242	\$73,706	\$1,124,461				
Capital investment for computer systems and technology advancements	325,000	325,000		\$61,706	\$8,899	\$45,417				
Capital equipment for Transportation Maintenance Facility	175,000	175,000	8,022		\$23,715	\$16,537				
Capital investment in county vehicles	700,000	700,000				\$58,035				
Capital investment in equipment and facility improvements to the Animal shelter	145,000	145,000			\$79,346	\$19,497				
Capital equipment, vehicles and facility improvements for county landfills and solid waste management	1,500,000	1,500,000	169,434	\$301,619	\$284,194	\$209,454				
Appointments to Municipalities										
City of LaFayette				\$89,968	\$1,045,589	\$1,097,984	\$1,155,566			
City of Chickamauga				\$46,345	\$642,217	\$671,829	\$737,062			
City of Rossville				632,893	\$743,805	\$778,196	\$819,008			
City of Lookout Mountain				417,463	\$490,683	\$513,308	\$540,227			
City of Fort Oglethorpe				21,766	\$25,584	\$26,763	\$28,167			
					\$28,160,000	\$28,160,000	\$3,896,043	\$7,042,910	\$9,597,208	\$7,057,930

Walker County 2024 Report on Projects Funded Through Transportation Special Purpose Local Option Sales Tax (2023 Referendum) As of December 31, 2024								
Project	MILES	Project Year	Original Estimated Cost	TSPLOST Funds Committed	TSPLOST Funds Expended			
					Year 1 2024	Year 2 2025	Year 3 2026	Year 4 2027
Cleveland Court	0.05	2024	\$7,510	\$7,510	\$7,510			
Cleveland Road	0.13	2024	17,125	17,125	17,125			
Parrish Circle	0.30	2024	35,673	35,673	35,673			
Rogers Road	0.80	2024	282,562	282,562	282,562			
Childers Hollow Road	1.51	2024	318,346	318,346	318,346			
Pond Springs Road	0.79	2024	251,343	251,343	251,343			
Pine Street	0.19	2024	34,322	34,322	34,322			
Jones Lane	1.19	2024	322,749	322,749	322,749			
Garrets Chapel Road	1.00	2024	306,293	306,293	306,293			
Marble Top Road	0.40	2024	145,488	145,488	145,488			
Gilly Lane	0.18	2024	14,144	14,144	14,144			
Carlock Circle	0.26	2024	47,042	47,042	47,042			
Herman Buck Drive	0.30	2024	29,713	29,713	29,713			
Oak Grove Road	0.30	2024	87,896	87,896	87,896			
Foster Mill Drive	2.10	2024	798,932	798,932	798,932			
Clyde Bird Road	1.30	2024	254,261	254,261	254,261			
Glendale	0.67	2024	204,266	117,936	117,936			
				-	-			
Engineering Study		2024	13,447	13,447	13,447			
Misc Patching & Repairs			-	-	-			
Total Expenditures				\$3,084,783	\$3,084,783	\$0	\$0	\$0
						\$0	\$0	\$0

\* Individual roads posted at [walkercountygta.gov/tsplost](http://walkercountygta.gov/tsplost)

\*\* Contains some LMIG funds



## **ORDINANCE O-01-25**

### **AN ORDINANCE AMENDING CHAPTER 34 OF THE CODE OF WALKER COUNTY, GEORGIA REGARDING UTILITIES; TO PROVIDE FOR BROADBAND READY COMMUNITY CERTIFICATION AND OTHER PURPOSES**

**WHEREAS**, the Board of Commissioners is the governing authority for Walker County, Georgia; and

**WHEREAS**, Walker County desires for every resident to have reliable and affordable access to the internet, along with the necessary tools and skills that unlock opportunities for educational advancement, economic success, improved health and strengthened social ties; and

**WHEREAS**, in 2018, the Georgia General Assembly passed SB402, also known as Achieving Connectivity Everywhere (ACE) Act to encourage greater access to broadband services throughout the state by removing obstacles to the deployment of broadband infrastructure to homes and businesses due to their location in rural and other underserved areas; and

**WHEREAS**, the Walker County Joint Comprehensive Plan 2022-2032 set forth a community goal to reduce obstacles to broadband infrastructure investment, adopt a strategy to promote broadband growth in the community, and attain Broadband Ready Community status from the state; and

**WHEREAS**, the County, as part of the Appalachian Digital Accelerator program and in collaboration with Thrive Regional Partnership, developed a "Community Connectivity Plan" to serve as a guiding document for making decisions about identified broadband deployment projects and digital skills training; and

**WHEREAS**, the County desires to leverage the data compiled in the Community Connectivity Plan to resolve identified gaps in broadband access and digital equity through federal programs such as the Broadband Equity, Access, and Deployment (BEAD) and Digital Equity Act programs;

**THEREFORE, BE IT ORDAINED** by the Board of Commissioners of Walker County that Chapter 34 of the Code of Walker County, Georgia is amended as follows:

#### **ARTICLE I. IN GENERAL**

##### **Section 34-1. Community Connectivity Plan adopted.**

The Walker County Community Connectivity Plan, which will be periodically updated, and its priorities, is adopted and shall serve to guide public and private policy to encourage greater access to broadband services throughout the county.

##### **Section 34-2 – 34-11 Reserved.**

#### **ARTICLE II. BROADBAND NETWORK PROJECTS**

##### **Section 34-12. Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings



ascribed to them in this section, except where the context clearly indicates a different meaning:

*Applicant* means a person applying for a permit for a broadband network project.

*Application* means a written request on the form(s) designated by the County for a permit for a broadband network project.

*Broadband network project* means any deployment of broadband services.

*Permit* means any local permit, license, certificate approval, registration, or similar form of approval required by policy, administrative rule, regulation, ordinance, or resolution with respect to a broadband network project.

### **Section 34-13. Single Point of Contact.**

The County shall appoint a single point of contact for all matters related to a broadband network project:

- a) The single point of contact shall be the Walker County Planning Director, who may be reached at 706-638-4048 or planning@walkerga.us.
- b) The single point of contact shall be available for matters related to a broadband network project or a related liaison who may direct such inquiry in real time, with general scope and responsibilities to include permitting and right-of-way.
- c) The single point of contact information shall remain current with contact information updated within 15 calendar days of a change at walkercountyga.gov.

### **Section 34-14. Application Completeness Review.**

- a) The County shall determine whether an application is incomplete and notify the applicant, by email, of the determination by the County within 10 calendar days of receiving an application.
- b) If the County does not respond to the applicant on whether the application is incomplete, within 10 calendar days, the application shall be assumed to be complete on the 11th day.

### **Section 34-15. Notification of Incomplete Application.**

- a) If the County determines that an application is not complete, the notification by email to the applicant shall specify all required components of the submitted application that were considered 'incomplete'; and
- b) The County's response shall include a checklist of sequenced items that resulted in the application being deemed 'incomplete' and the review timeline shall be as follows:
  - i. The applicant has up to 40 calendar days from the date of notification of incompleteness to respond back with corrections; and
  - ii. If the applicant does not respond back within 40 calendar days, the application is deemed canceled.
- c) If within 10 calendar days the County does not respond to the applicant on whether the corrected application is incomplete, the application shall be assumed to be complete on the 11th day.
- d) The County shall require a new submission and reset the process and application fees, should an application be deemed incomplete a second time.

### **Section 34-16. Approval or Denial Notification.**

If, on or before the 11<sup>th</sup> day as described in 34-14(b), an application is deemed complete, the County shall approve or deny an application within 10 calendar days, unless a joint meeting between the applicant and the County is deemed necessary.



- a) If a joint meeting is deemed necessary, the joint meeting must occur within 15 calendar days of notification of completion and the joint meeting shall include:
  - i. Where applicant is going to conduct work; and
  - ii. When the work will be conducted; and
  - iii. What type of work will be done; and
  - iv. Who the County can contact for specific details or related questions; and
  - v. Any permit seeking approval under application.

Following a joint meeting between the applicant and the County, the County shall deny or approve the application within 10 calendar days.

- b) Upon final approval, any required permit shall be deemed issued.

#### **Section 34-17. Related Fees.**

- a) Any fee imposed by the County to review an application, issue a permit, or perform any other activity related to a broadband network project shall be reasonable, cost based, and nondiscriminatory to all applicants.
- b) Any application fee that exceeds \$100.00 shall be considered unreasonable, unless the County provides documentation justifying such fee based on a specific cost.

#### **Section 34-18. Other Information.**

- a) **Double Fee:** The County shall not require an application or permit(s) when already approved by an authorized state or federal jurisdiction. Provider shall notify and provide a copy of the approved permit to the single-point-of-contact at the County prior to access of right-of-way within the County's jurisdiction.
- b) **Application Validity Timeline:** Any approved application shall be valid for six months from the date of approval. Should a provider not commence the service request qualified in the approved application within six months, the application shall expire, and it shall require a new permit approval and any associated fees, as applicable.
- c) **Single Service Drop:** The County shall not require a permit for a broadband service provider to perform an installation of broadband service at an individual customer's service address as long as the facility being utilized only transverses a de minimis portion of the public right-of-way to reach the customer's property. The provider must still comply with the provisions of Chapter 9 of Title 25 of the O.C.G.A.

#### **Section 34-19. Broadband Ready Community.**

Walker County acknowledges:

- a) A Georgia Certified Broadband Ready Community has an affirmative duty to notify the Georgia Department of Community Affairs of any changes to the information submitted as part of its application; and
- b) Failure to notify Georgia Department of Community Affairs of changes may result in revocation of Walker County's Broadband Ready Certification, should the certification be granted.

**3.**

This ordinance is effective immediately upon its adoption.

**4.**

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



5.

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

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**ATTEST:**

**WALKER COUNTY, GEORGIA**

---

JESSICA STATON, Deputy Clerk

---

ANGELA TEEMS, Chairwoman

(SEAL)



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



**A copy of the Walker County Community Connectivity Plan is available online at:**  
**[walkercountyga.gov/digital-connectivity](http://walkercountyga.gov/digital-connectivity)**

**You can also scan the QR code to take you directly to that page:**





## RESOLUTION R-002-25

### A RESOLUTION OF THE BOARD OF COMMISSIONERS OF WALKER COUNTY TO ELECT A VICE CHAIRPERSON FROM ITS MEMBERS

**WHEREAS**, the Board of Commissioners of Walker County is the governing authority of Walker County, Georgia, as set forth by Act No. 165 ("Act") passed by the Georgia General Assembly during the 2017-2018 session and subsequently approved by the Governor; and

**WHEREAS**, Part I, Section 8 of the Act states that at the first meeting of each year, the board shall elect from its members a vice chairperson. In the event of death, disqualification, or resignation of the chairperson, the vice chairperson shall perform the duties and exercise the authority of the chairperson until a new chairperson is chosen as provided in the Act; and

**WHEREAS**, the Act further states the vice chairperson shall preside at meetings of the board in the absence of the chairperson and shall serve for the calendar year in which he or she is elected;

**THEREFORE, BE IT RESOLVED** by the Board of Commissioners of Walker County, Georgia that \_\_\_\_\_ is elected from its members to serve as vice chairperson for the remainder of the calendar year.

**SO RESOLVED AND ADOPTED** this 9<sup>th</sup> day of January 2025.

ATTEST:

WALKER COUNTY, GEORGIA

---

JESSICA STATON, Deputy Clerk

---

ANGELA TEEMS, Chairwoman

(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-003-25

### A RESOLUTION OF THE BOARD OF COMMISSIONERS OF WALKER COUNTY TO ESTABLISH A REGULAR MEETING CALENDAR FOR 2025

**WHEREAS**, the Board of Commissioners of Walker County is the governing authority of Walker County, Georgia, as set forth by Act No. 165 (“Act”) passed by the Georgia General Assembly during the 2017-2018 session and subsequently approved by the Governor; and

**WHEREAS**, Part I, Section 9 of the Act, as amended by Resolution R-045-24 / R-001-25, states the Board of Commissioners shall hold a minimum of one regular meeting each month at the county seat; and

**WHEREAS**, the Act further states the Board, at its first meeting of the year, shall determine the time, day and location for its regular meetings;

**THEREFORE, BE IT RESOLVED** by the Board of Commissioners of Walker County, Georgia that regular meetings will be held at \_\_\_\_\_ a.m. / p.m., on the \_\_\_\_\_ (day) each month, at \_\_\_\_\_ (location) for the remainder of the 2025 calendar year.

**SO RESOLVED AND ADOPTED** this 9<sup>th</sup> day of January 2025.

ATTEST:

WALKER COUNTY, GEORGIA

---

JESSICA STATON, Deputy Clerk

---

ANGELA TEEMS, Chairwoman

(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-004-25**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF WALKER COUNTY TO  
APPOINT A COUNTY CLERK**

**WHEREAS**, the Board of Commissioners of Walker County is the governing authority of Walker County, Georgia, as set forth by Act No. 165 ("Act") passed by the Georgia General Assembly during the 2017-2018 session and subsequently approved by the Governor; and

**WHEREAS**, Section 14 of the Act provides that the Board is authorized to appoint a clerk who shall keep a proper and accurate book of minutes and serve as the records custodian for the county; and

**WHEREAS**, the Board wishes to exercise that power, and in doing so appoint a County Clerk;

**THEREFORE, BE IT RESOLVED** that the Board of Commissioners of Walker County, Georgia does hereby appoint \_\_\_\_\_ to serve as the County Clerk;

**SO RESOLVED AND ADOPTED** this 9<sup>th</sup> day of January 2025.

**ATTEST:**

**WALKER COUNTY, GEORGIA**

---

JESSICA STATON, Deputy Clerk

---

ANGELA TEEMS, Chairwoman

(SEAL)

A large, empty rectangular box with a black border, intended to hold the official seal of Walker County, Georgia.

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-005-25**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF WALKER COUNTY TO  
APPOINT RETAINED LEGAL COUNSEL**

**WHEREAS**, the Board of Commissioners of Walker County is the governing authority of Walker County, Georgia, as set forth by Act No. 165 ("Act") passed by the Georgia General Assembly during the 2017-2018 session and subsequently approved by the Governor; and

**WHEREAS**, Section 11 (17) of the Act provides that the Board is authorized to appoint retained legal counsel;

**THEREFORE, BE IT RESOLVED** that the Board does hereby retain JARRARD & DAVIS, LLP, 222 Webb Street, Cumming, Georgia 30040, as legal counsel, to assist the Board in circumstances where the Board, or any Board member, believes that legal representation or guidance is warranted;

**SO RESOLVED AND ADOPTED** this 9<sup>th</sup> day of January 2025.

**ATTEST:**

**WALKER COUNTY, GEORGIA**

---

JESSICA STATON, Deputy Clerk

---

ANGELA TEEMS, Chairwoman

(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-006-25**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF WALKER COUNTY TO AMEND THE 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**, Walker County recognizes various state and federal holidays within each calendar year; and

**WHEREAS**, for the general welfare of County employees, the Board desires to observe an additional local holiday in calendar year 2025 to commemorate the day in 1865 when Union soldiers arrived in Galveston, Texas with news that the Civil War had ended and that the enslaved were free from bondage; and

**WHEREAS**, the faith and strength of character demonstrated by formerly enslaved people and their descendants remain an example for all people, regardless of background, religion or race;

**THEREFORE, BE IT RESOLVED** the Board of Commissioners of Walker County, Georgia does hereby amend the calendar of County holidays for calendar year 2025 to include Thursday, June 19, also known as Juneteenth Independence Day;

**SO RESOLVED AND ADOPTED** this 9<sup>th</sup> day of January 2025.

**ATTEST:**

**WALKER COUNTY, GEORGIA**

---

JESSICA STATON, Deputy Clerk

---

ANGELA TEEMS, Chairwoman

(SEAL)

A large, empty rectangular box with a black border, intended for the physical seal of the county.

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-007-25

### A RESOLUTION OF THE BOARD OF COMMISSIONERS OF WALKER COUNTY TO APPOINT MEMBERS OF THE WALKER COUNTY WATER AND SEWERAGE AUTHORITY

WHEREAS, Georgia Governor George Busbee approved Act 421 on March 23, 1977 creating the Walker County Water and Sewerage Authority, a political subdivision of the State of Georgia and a public corporation; and

WHEREAS, Section 2 (b) of Act 421 governs the appointment and term of service of members to the Walker County Water and Sewerage Authority ("Authority"); and

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

WHEREAS, one of the duties delegated to the Chairwoman of the Board is to appoint members to all committees of the Board with the approval of the Board; and

WHEREAS, two positions are currently open on the Authority due to a death and the expiration of a term; and

WHEREAS, Chairwoman Teems submits the following appointment to serve as members of the Walker County Water and Sewerage Authority:

Courtney Johnson for a term ending on May 31, 2028  
Scott Abston for a term ending on May 31, 2029

THEREFORE, BE IT RESOLVED by the Board of Commissioners of Walker County, Georgia that the appointments of Courtney Johnson and Scott Abston to the Walker County Water and Sewerage Authority are approved.

SO RESOLVED AND ADOPTED this 9<sup>th</sup> day of January, 2025.

ATTEST:

WALKER COUNTY, GEORGIA

---

JESSICA STATON, Deputy Clerk

---

ANGELA TEEMS, Chairwoman

(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-008-25

### A RESOLUTION OF THE BOARD OF COMMISSIONERS OF WALKER COUNTY TO APPOINT MEMBERS OF THE WALKER COUNTY ALCOHOLIC BEVERAGE COMMISSION

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

WHEREAS, one of the duties delegated to the Chairwoman of the Board is to appoint members to all committees of the Board with the approval of the Board; and

WHEREAS, vacancies exists on the Alcoholic Beverage Commission due to the expiration of terms; and

WHEREAS, Chairwoman Teems submits the following appointments to serve as a member of the Alcoholic Beverage Commission:

Dean Kelley for a term beginning January 1, 2025 and ending on December 31, 2027  
Don Ritchie for a term beginning January 1, 2025 and ending on December 31, 2027

THEREFORE, BE IT RESOLVED by the Board of Commissioners of Walker County, Georgia that the appointments of Dean Kelley and Don Ritchie are approved.

BE IT FURTHER RESOLVED that Harold Hughes is appointed to serve as Chair for calendar year 2025.

SO RESOLVED AND ADOPTED this 9<sup>th</sup> day of January, 2025.

ATTEST:

WALKER COUNTY, GEORGIA

---

JESSICA STATON, Deputy Clerk

(SEAL)

---

ANGELA TEEMS, Chairwoman

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-009-25**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF WALKER COUNTY TO  
APPOINT A MEMBER OF THE WALKER COUNTY HISTORIC PRESERVATION  
COMMISSION**

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

**WHEREAS**, one of the duties delegated to the Chairwoman of the Board is to appoint members to all committees of the Board with the approval of the Board; and

**WHEREAS**, a vacancy exists on the Historic Preservation Commission due to the expiration of a term; and

**WHEREAS**, Chairwoman Teems submits the following appointment to serve as a member of the Historic Preservation Commission:

Theresa Dorsey for a term beginning January 1, 2025 and ending on December 31, 2027

**THEREFORE, BE IT RESOLVED** by the Board of Commissioners of Walker County, Georgia that the appointment of Theresa Dorsey is approved.

**BE IT FURTHER RESOLVED** that John Culpepper is appointed to serve as Chair for calendar year 2025.

**SO RESOLVED AND ADOPTED** this 9<sup>th</sup> day of January, 2025.

**ATTEST:**

**WALKER COUNTY, GEORGIA**

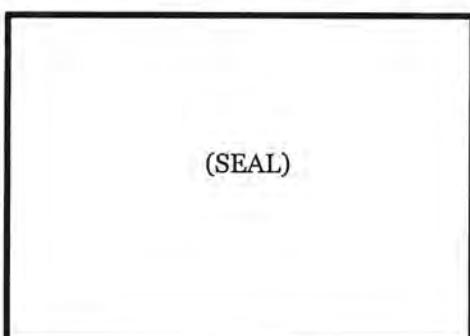
---

JESSICA STATON, Deputy Clerk

---

ANGELA TEEMS, Chairwoman

(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-010-25**

**A RESOLUTION OF THE WALKER COUNTY BOARD OF COMMISSIONERS TO  
AWARD A CONTRACT FOR A HISTORICAL RESOURCES SURVEY**

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

**WHEREAS**, the Georgia Department of Community Affairs Historic Preservation Division awarded a grant to the Walker County Historic Preservation Commission, a committee of the Board, to conduct a historical resources survey; and

**WHEREAS**, the County issued a request for proposals from qualified historical preservationists on November 15, 2024 through the Georgia Procurement Registry and county government website; and

**WHEREAS**, the county received three proposals to perform the necessary work; and

**WHEREAS**, the Walker County Historic Preservation Commission recommends the county award the contract to the low bidder, Ardurra Group, Inc.;

**THEREFORE BE IT RESOLVED** by the Board of Commissioners of Walker County, Georgia that that the contract for a historical resources survey is hereby awarded to Ardurra Group, Inc.;

**BE IT FURTHER RESOLVED** the Board authorizes the Chairwoman to sign and execute all necessary documents to implement and perform the purposes of this historical resources survey.

**SO RESOLVED AND ADOPTED** this 9<sup>th</sup> day of January, 2025.

**ATTEST:**

**WALKER COUNTY, GEORGIA**

JESSICA STATON, Deputy Clerk

ANGELA TEEMS, Chairwoman

(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.

Alan Slaven, Vice-Chair  
Renee Griffin, Secretary  
Frances Cobb



Theresa Dorsey  
Randall Pittman  
Eddie Upshaw

January 2, 2025

**Re: Bids, Walker County Updated Historic Resources Survey**

Angie Teems, Chair  
Walker County Board of Commissioners  
P.O. Box 445  
Lafayette, Georgia 30728

Dear Chair Teems,

On December 16, 2025, bids were opened for a consultant to perform the Walker County Updated Historic Resources Survey. Three bids were submitted, SWCA Environmental Consultants, 31,865.96, TerraXplorations, 31,039.44 with 2,288.25 in proposed extra expenses, Ardurra CRM Group, 29,800.00.

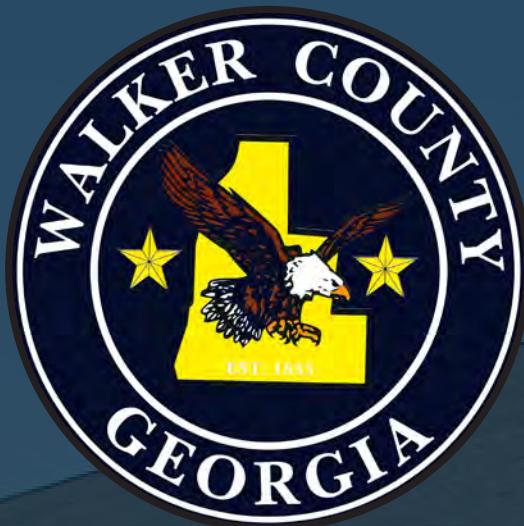
Bids were submitted to Torrey Long, Grant Coordinator, Georgia Department of Community Affairs for his review. After review, Mr. Long approved the Ardurra's bid (low bid) as they had qualified historic preservationists on staff.

Based on Mr. long's approval, it is the recommendation of the Walker County Historic Preservation Commission that Ardurra's bid be approved for the project.

Should you need additional information, please contact me.

  
John Culpepper, Chair  
Walker County Historic Preservation Commissioners

CC: Joe Legge, WCHPC Board Members, Torrey Long



---

# WALKER COUNTY HISTORIC RESOURCES SURVEY

---



# ARDURRA



# WALKER COUNTY HISTORIC RESOURCES SURVEY

The Ardurra logo, consisting of a stylized mountain or wave shape followed by the word "ARDURRA" in a bold, sans-serif font.

## EXECUTIVE LETTER

Ardurra Group, Inc. (Ardurra) is pleased to submit our qualifications and approach in response to Walker County's request for an intensive historic resources survey. Ardurra is a nationwide engineering and environmental services firm that has become a trusted partner to state, county, and local government agencies over the last 46 years of operation. Our company has grown to over 1,750 professionals across 85 offices, each providing innovative, reliable, and responsive services to our project partners.

Ardurra's Cultural Resources Management (CRM) Group, is led by professionals with over 34 years of cultural resources management experience, who exceed the Secretary of the Interior's (SOI) Professional Qualifications for archaeology, architectural history, and history (36 CFR Part 61). We operate with a singular mission: **to provide premier CRM services to our partners by assembling a team of exceptional professionals and investing in their growth and career success, while fostering a culture of collaboration, mutual respect, and excellence.** We believe that CRM is vital for preserving and protecting our communities' rich cultural heritage and are excited to partner with Walker County on this significant project.

Key staff in our Tallahassee office will manage all services under contract with the County, with support from field staff in the greater Atlanta Metro Area. Our dedicated team of cultural resources professionals is critical to Ardurra's ability to provide consistent, reliable, and high-quality service to our project partners. Thus, we believe in providing the right project team for the specific task at hand. Ardurra has hand-selected a team of professionals with 60 years of combined experience providing similar historic resources services. This contract will be managed by Dr. Anthony Tricarico, PhD, RPA out of the Tallahassee office, where we maintain full laboratory and production facilities. In addition, Mr. Matthew Marino, MA, RPA and Mr. Kevin Gidusko, MA, RPA will serve as Principal Investigators. Mr. Marino will be the backup project manager for this contract and Mr. Gidusko will serve as our quality control specialist. Ms. Jennifer Crane, MA, Senior Architectural Historian, will provide architectural history support throughout the duration of the project. Ms. Maddie Ross, MS will provide geospatial services necessary to support this contract.

Ardurra understands that the County is seeking a qualified cultural resources consultant to conduct a comprehensive historic resources survey of at least 197 parcels in the southeastern portion of unincorporated Walker County, that were constructed before 1984. Ardurra will prepare the historic resources survey in compliance with Section 106 of the National Historic Preservation Act (NRHP) of 1966 (as amended) implemented by 36 CFR Part 800, as well as the provisions in Title 12, Chapter 3 of the Georgia Code. All project activities will be carried out by professionals who exceed the SOI professional qualification standards for architectural history and history in accordance with the guidelines outlined in the Georgia Historic Resources Survey Manual (March 2023) and the Guidelines for Local Surveys: A Basis for Preservation Planning (National Register Bulletin 24). The goal of the survey is to identify and document historic resources within the survey boundary, evaluate the significance of these resources in regard to their eligibility for listing in the National Register of Historic Places (NRHP), and provide preservation recommendations for all significant resources. Ardurra will furnish all preservation recommendations for use by County officials to plan future preservation initiatives.

At Ardurra, our experience has led our team to become a trusted partner within communities throughout the Southeast. We believe that CRM is vital for preserving and protecting our communities' rich cultural heritage, and we are honored to partner with Walker County to foster greater awareness of the County's historic resources. Dr. Anthony Tricarico will serve as the contact person for all future correspondence regarding this proposal. Please do not hesitate to contact him at 908-256-0614 or [atricarico@ardurra.com](mailto:atricarico@ardurra.com) should you have any questions regarding our approach, timeline, or qualifications. This proposal will remain valid for 90 days following the RFP submittal (December 16, 2024). Our team values the opportunity to present our proposal to Walker County and looks forward to partnering with you on this significant project.

Sincerely,

A handwritten signature in black ink that reads "Anthony Tricarico".

**Anthony Tricarico, PhD, RPA**  
Cultural Resource Coordinator  
Ardurra Group, Inc.



## TABLE OF CONTENTS

<b>A. PROJECT DIRECTOR &amp; TEAM MEMBERS</b>	1
<b>B. SECTION VII - CRITERIA FOR SELECTION</b>	
1. Professional Qualifications	2
2. Specialized Experience & Technical Competence	4
3. Capacity to Accomplish the Required Services on Schedule & within Budget	14
4. Past Performance	15
5. Understanding of Project	17
6. Quality Assurance	20
<b>C. PROPOSED BUDGET</b>	22
<b>D. REFERENCES</b>	23



A

# PROJECT DIRECTOR & TEAM MEMBERS



# WALKER COUNTY HISTORIC RESOURCES SURVEY



## A. PROJECT DIRECTOR & TEAM MEMBERS



### ANTHONY TRICARICO, PHD, RPA

Project Director

Email: atricarico@ardurra.com

Phone: 908-256-0614



**MATT MARINO,  
MA, RPA**

Principal  
Investigator



**KEVIN A.  
GIDUSKO, MA, RPA**

Quality Control  
Specialist/Public  
Involvement Specialist



**JENNIFER  
CRANE, MA**

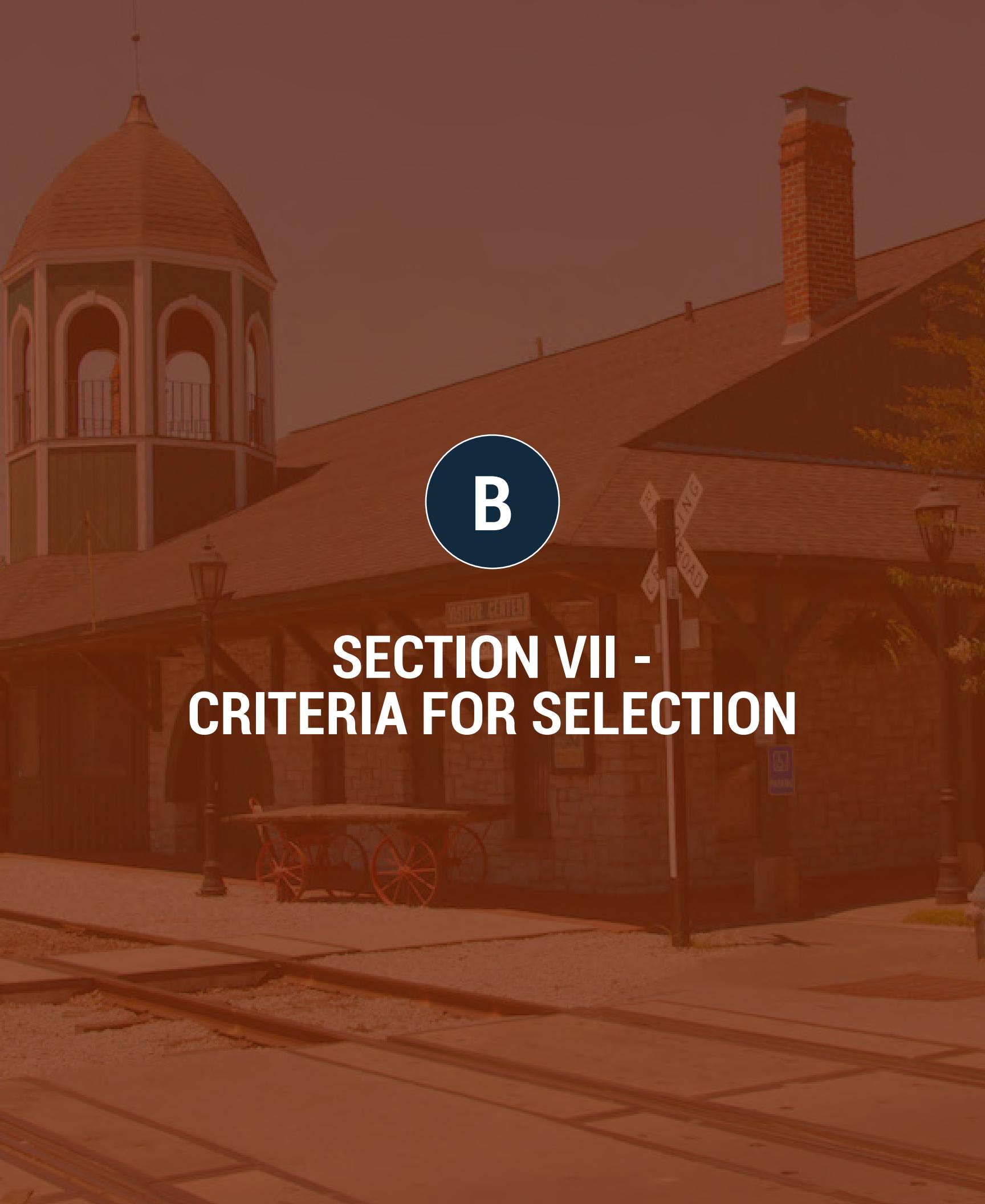
Senior Architectural  
Historian/Principal  
Investigator



**MADDIE  
ROSS, MS**

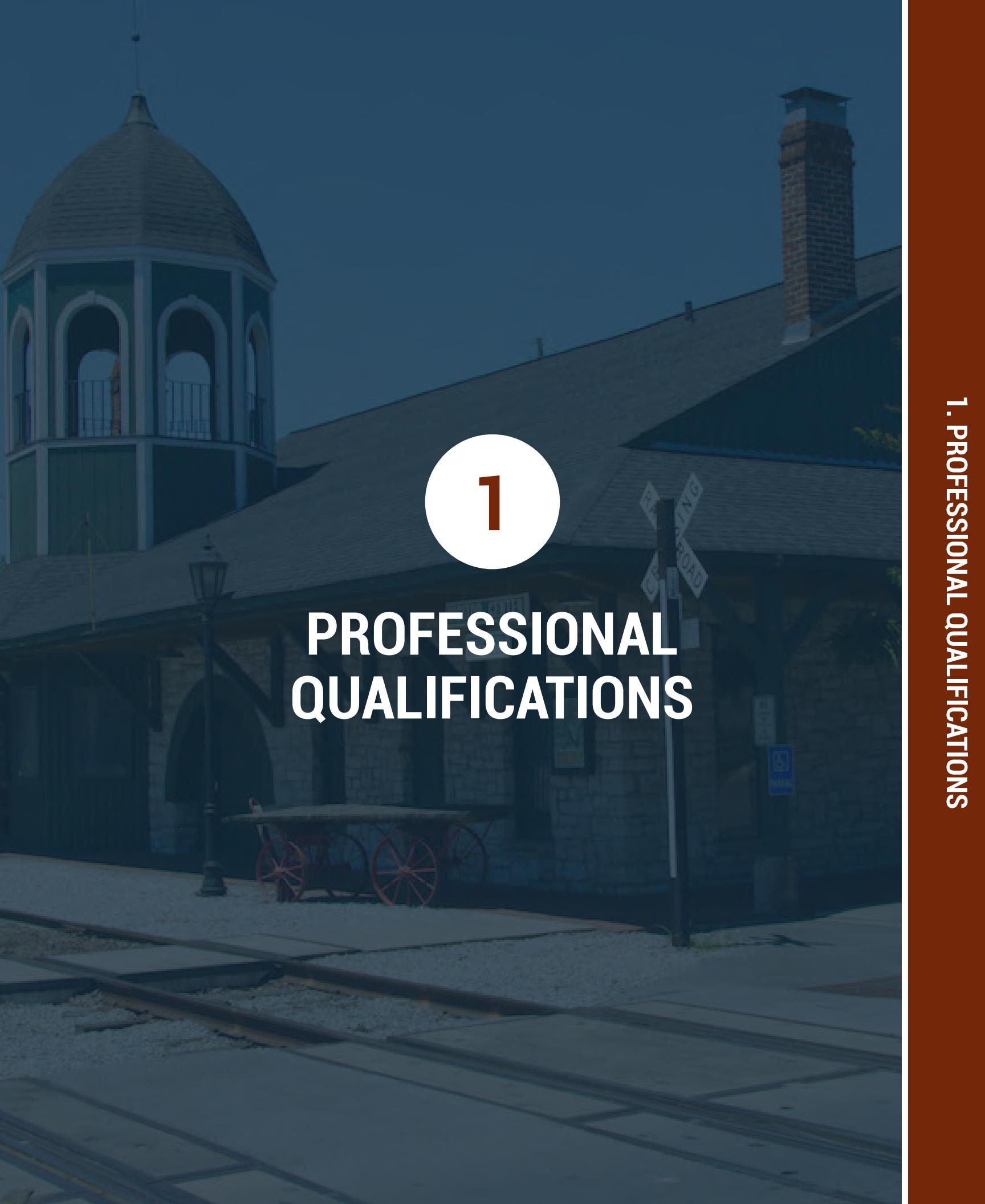
GIS  
Specialist

**IN ADDITION TO OUR CORE PROJECT TEAM,  
ARDURRA HAS A TEAM OF 28 CULTURAL RESOURCES  
PROFESSIONALS READY TO ASSIST WALKER COUNTY.**



**B**

## **SECTION VII - CRITERIA FOR SELECTION**

A dark, atmospheric photograph of a historical building, possibly a train station, featuring a prominent clock tower with a domed roof. In the foreground, a railroad crossing sign is visible. The scene is set at dusk or night, with a warm glow from the building's windows.

1

# PROFESSIONAL QUALIFICATIONS



# WALKER COUNTY HISTORIC RESOURCES SURVEY



## B. SECTION VII - CRITERIA FOR SELECTION

### ► 1. Professional Qualifications

Ardurra is a nationwide engineering and environmental services firm with over 1,750 professionals across 85 offices. Ardurra's CRM Group is headquartered in Tallahassee and led by professionals with over 34 years of cultural resources management experience, who exceed the Secretary of the Interior's (SOI) Professional Qualifications for archaeology, architectural history, and history (36 CFR Part 61). Our dedicated team of cultural resources professionals is key to Ardurra's ability to successfully provide consistent, reliable, and high-quality service to our project partners. Ardurra hires high-character, reliable, and team-oriented individuals and gives them the support necessary to learn, grow, and excel. Our project teams consist of the best-qualified staff members for the specific task at hand, with the knowledge and capability to produce high-quality deliverables. Ardurra has hand-selected a team of professionals with close to 60 years of combined experience providing similar historic resources services.

#### Dr. Anthony Tricarico, PhD, RPA



**Project Director**

**Email:** atricarico@ardurra.com

**Phone:** 908-256-0614

Dr. Anthony Tricarico, PhD, RPA will serve as Project Director for this contract. Dr. Tricarico is a Senior Archaeologist and Cultural Resource Coordinator at Ardurra, where he assists in managing the CRM Group. He has over ten years of experience managing and delivering cultural resource projects across North America, the Caribbean, and Europe within both cultural resource management and academia. Anthony specializes in assisting clients navigate federal, state, and local cultural resources laws and regulations and has assisted clients across the preservation, transportation, land development, renewable energy, and transmission sectors. He has demonstrated subject matter expertise in Section 106 of the National Historic Preservation Act. Throughout his career, Anthony has served as principal investigator overseeing the development of scopes and budgets, fieldwork, and deliverables for cultural resource compliance projects. Dr. Tricarico excels at conducting effective consultations with Local, State, and Federal agencies. In his role as Project Director, Dr. Tricarico will take an active role in ensuring that the Ardurra team provides consistent, reliable, and high-quality service to Walker County throughout the duration of the contract period of performance (PoP).

#### Mr. Matthew Marino, MA, RPA



**Principal Investigator**

**Email:** mmarino@ardurra.com

**Phone:** 954.336.3625

Mr. Matthew Marino, MA, RPA is a Senior Archaeologist and Cultural Resource Coordinator at Ardurra, where he manages the Cultural Resource Management Group. Mr. Marino will serve as the backup project manager for this contract, ensuring consistent, reliable, and high-quality service to the City of DeLand. Mr. Marino has over ten years of cultural resources experience. Mr. Marino brings Section 106, Section 4(f), and project management subject matter expertise to Walker County.



# WALKER COUNTY HISTORIC RESOURCES SURVEY



## B. SECTION VII - CRITERIA FOR SELECTION



### Mr. Kevin Gidusko, MA, RPA

#### Public Outreach and Quality Control Specialist

Mr. Kevin Gidusko, MA, RPA has over eleven years of professional experience with a background in Public Archaeology. Mr. Gidusko spent six years as the Public Archaeology Coordinator for the Florida Public Archaeology Network (FPAN), where he managed all outreach and education efforts and coordinated with various stakeholders to engage with cultural resources throughout the eight counties in FPAN's East Central Region. He also established a 3D lab that produced public education outreach material and managed an internship program focusing on developing student skills with 3D modeling for public archaeology. At his previous firm, Kevin was instrumental in the building of the CRM team. He focused on systems that allowed for an efficient, time and budget-conscious approach that provided clients with significantly improved service and deliverables. Mr. Gidusko will serve as quality control specialist and public outreach coordinator for this contract, providing Walker County with years of public involvement experience.



### Ms. Jennifer Crane, MA

#### Senior Architectural Historian/Principal Investigator

Ms. Jennifer Crane, MA is a Senior Architectural Historian with Ardurra. Ms. Crane has over 14 years of experience in architectural history with a focus on historic architectural survey and evaluating National Register of Historic Places eligibility for historic properties. Jennifer is also responsible for researching and documenting historic properties, evaluating historic significance, and contributing to written reports and architectural surveys conducted for compliance with Section 106 and Section 4(f). She has successfully performed on projects for a variety of clients, including the National Park Service and state and local agencies. Ms. Crane joins the Walker County team as a Senior Architectural Historian, responsible for leading the architectural team.



### Maddie Ross, MS

#### GIS Specialist

Geographer Maddie Ross, M.S., is a member of Ardurra's Geospatial team, and has over 12 years of experience in geospatial applications for natural and cultural resource management, policy, and education. Maddie is experienced in the design, data acquisition and entry, and quality-control maintenance of spatial databases, developing and leading geospatial training for staff and clients, performing geospatial modeling and analyses, and generating a variety of custom maps and online applications tailored to the needs of our partners. Maddie is our team's GIS Specialist. In her support of our CRM Group, she developed Ardurra's Cultural Resource Information System (CRIS), a web-based GIS server that displays geospatial data from many state GIS databases. The CRIS Tool provides our team with valuable information on recorded cultural resources, natural resources, Section 4(f) properties, soil surveys and other environmental characteristics, and County parcel build dates throughout the state. Ms. Ross joins the Walker County team as our GIS specialist.

Ardurra's has developed a core CRM group that operates to provide premier CRM services to our partners. Our dedicated team of cultural resources professionals have become trusted partners to clients throughout the Southeast for their ability to provide consistent, high-quality services, on budget and ahead of schedule. Resumes for each of the personnel noted above have been included on the subsequent pages.



# Anthony Tricarico, PhD, RPA

## Project Director

Anthony is a Senior Archaeologist and Cultural Resource Coordinator at Ardurra, where he manages the Cultural Resource Management (CRM) Group. He has over ten years of experience managing and delivering cultural resource projects across North America, the Caribbean, and Europe within both cultural resource management and academia. Anthony previously served as Office Principal for an international CRM firm, where he developed the Southeast region proposal team and oversaw the growth of the Tampa Bay and Caribbean markets. Anthony specializes in assisting clients navigate federal, state, and local cultural resources laws and regulations and has assisted clients across the preservation, transportation, land development, renewable energy, and transmission sectors. He has demonstrated subject matter expertise in Section 106 of the National Historic Preservation Act and Chapter 267, Florida Statutes. Throughout his career, Anthony has served as principal investigator overseeing the development of scopes and budgets, fieldwork, and deliverables for cultural resource compliance projects. Dr. Tricarico excels at conducting effective consultations with Local, State, and Federal agencies.

### EDUCATION

Doctor of Philosophy in Applied Anthropology, University of South Florida, Tampa, FL, 2019

MA in Anthropology, University of Central Florida, Orlando, FL, 2015

BS in Evolutionary Anthropology, Rutgers University, New Brunswick, NJ, 2013

BS in History, Rutgers University, New Brunswick, NJ, 2013

### PROJECT EXPERIENCE

#### **City of Vero Beach Planning Consulting Services, Indian River County, Florida**

Project Manager and Subject Matter Expert. Multi-year continuing services contract supporting the City of Vero Beach with historic preservation services. Dr. Tricarico served as subject matter expert and project manager and aided the City of Vero Beach in developing strategies to preserve its historic resources. The purpose of this planning services contract was to create larger amendments and guidelines for the City to follow that preserve its historic characteristics in light of continued development into the future.

#### **City of Venice Historic Resources Survey, Sarasota County, Florida**

Project Manager and Subject Matter Expert. The purpose of this project was to prepare a historic resources survey of the City of Venice's Gulf View neighborhood, one of the first plated within the city. Dr. Tricarico served as the project manager and client lead during the preparation of the Cultural Resource Assessment Survey (CRAS). The purpose of the CRAS was to provide an update to the city's last historic resource survey of the area in the 1980s. Overall, 257 historic resources were surveyed, including 198 not previously documented in the earlier survey.

#### **St. Petersburg Science Center Section 106 Case Study, Pinellas County, Florida**

Project Manager and Subject Matter Expert. The purpose of this project was to evaluate potential effects on a historic-age structure as a result of redevelopment pursuant to Section 106 of the National Historic Preservation Act (NRHP). Dr. Tricarico served as the project manager and client lead during the preparation of the supporting Section 106 Case Study report.

#### **Carver Community Center Section 106 Case Study, Escambia County, Florida**

Project Manager and Subject Matter Expert. The purpose of this project was to evaluate potential effects on a historic-age structure as a result of redevelopment pursuant to Section 106 of the National Historic Preservation Act (NRHP). Dr. Tricarico served as the project manager and client lead during the preparation of the supporting Section 106 Case Study report.



# Anthony Tricarico, PhD, RPA

## Project Director

---

### **Seminole Tribe Big Cypress, Brighton, and Hollywood Reservations, Broward, Glades, and Hendry counties, Florida**

**Team Lead.** The purpose of this project was to prepare three historic resource surveys on behalf of the Seminole Tribe of Florida. Dr. Tricarico served as the team lead, overseeing subject matter experts during the preparation of surveys for the Big Cypress, Brighton, and Hollywood Reservations. The purpose of the CRAS was to locate and identify cultural resources within the project area that may be eligible for or listed in the National Register of Historic Places and assess project effects on these resources, if present.

### **Chronicle Heritage (formerly PaleoWest) (November '22 - June '24)**

#### **Office Principal, Tampa Bay (April '23 - June '24), Team Lead, Tampa Bay, (November '22 - April '23)**

- Developed Southeast Proposal team, responsible for winning over \$6.3 million in new contract value during its first year.
- Responsible for business development, financial management, personnel management, and operations within central/south Florida and the Caribbean.
- Grew Tampa Bay Office by 80% within the first year.
- Responsible for identification and management of technical staff necessary to maintain and grow a high-performance Cultural Resources Consulting team.

### **Environmental Consulting & Technology (August '21 - November '22)**

#### **Senior Project Manager/Team Lead**

- Collaborated with other professionals across the firm to build, direct, and promote a successful regional and national cultural resource practice.
- Prepared scopes, budgets, and resulting cultural resource documentation to support Section 106 and state compliance across several market sectors, including land development, renewable energy, transmission, and state/federal agencies.
- Supervised, mentored, and provided leadership to a team of cultural resource professionals, developing a high-performance CR consulting team.

### **Atkins (now AtkinsRéalis) (April '19 - August '21)**

#### **Archaeologist**

- Principal Investigator responsible for supervising field personnel, preparing large and small cultural resource reports, and providing QA/QC review of documents and reports.
- Assisted in the maintenance of client relationships and managing aspects of project implementation and delivery including budgets, scheduling, and scopes of work. Managed projects from beginning through completion.
- Demonstrated experience in the identification, management, and preservation of cultural resources in accordance with NEPA and Section 106 of the NHPA.
- Reviewed consultant reports for consistency with federal, state, and local regulations courses with rosters of up to 50 college students.



# Matthew Marino, MA, RPA

## Principal Investigator

Matt is a Senior Archaeologist and Cultural Resource Coordinator at Ardurra, where he manages the Cultural Resource Management (CRM) Group. He has over ten years of experience with a focus on transportation project development. In his former role, Matt served as Office Principal and Transportation Lead for an international CRM firm. In this role, he established an FDOT Program that grew to support every District, the Turnpike, and the Office of Environmental Management (OEM). Prior to this, he was FDOT's State Cultural Resource Specialist and a NEPA Project Delivery Coordinator in OEM, where he managed the department's statewide cultural resources compliance program, provided Section 106 and Section 4(f) subject matter expertise and training, and supported the delivery of District NEPA projects.

### EDUCATION

Master of Arts in Anthropology, Washington State University, Pullman, WA, 2015

Bachelor of Arts in Anthropology, University of Florida, Gainesville, FL, 2012

### PROJECT EXPERIENCE

#### **SR 5/US 1/Seven Mile Bridge (Bridge No. 900101) over the Moser Channel, Monroe County, FDOT District 6**

Section 4(f) Subject Matter Expert. The purpose of this Project Development and Environment (PD&E) Study is to address the structural deterioration and substandard elements of the SMB, accommodate pedestrians and bicyclists and improve emergency evacuation and response. The project is anticipated to be an Environmental Assessment pursuant to the National Environmental Policy Act (NEPA) and includes the consideration of multiple alternatives to replace the existing bridge while maintaining the Moser Channel (USCG Navigable Channel). The project will assess natural, physical, and cultural impacts to the environment, and involves coordination/consultation with the Florida Keys National Marine Sanctuary, NOAA - Fisheries, US Fish and Wildlife Service, US Coast Guard, US Army Corps of Engineers, Florida Department of Environmental Protection, South Florida Water Management District, Florida Fish and Wildlife Conservation Commission, and Monroe County. It also includes public engagement with the affected public and business interests.

#### **(SR 91) Widening from North of SR 60 (MP 193) to South of Kissimmee Park Rd (MP 238.5), Osceola County, Florida's Turnpike**

Senior Archaeologist, Section 106 Subject Matter Expert. The purpose of this Project Development and Environment (PD&E) Study is to develop and evaluate alternatives to increase capacity, meet existing and future travel demands, address roadway deficiencies, and identify potential new interchange locations. The project is anticipated to be a State Environmental Impact Report (SEIR) and includes consideration of multiple alternatives (typical sections, horizontal alignments, vertical alignments), and evaluation of new interchange locations and configurations. All alternatives will maintain access to the existing Canoe Creek Service Plaza (MP 229) and the Mainline All-Electronic-Toll gantry at approximately MP 236. The project will evaluate opportunity to provide wildlife The project will assess natural, physical, and cultural impacts to the environment and involves coordination with South Florida Water Management District, St Johns River Water Management District, US Army Corp of Engineers, US Fish and Wildlife Service, and Osceola County. It also includes placement of new tolling points at potential in changes and public engagement with the affected public and business interests.

#### **Statewide Environmental Review and Analysis Consultant Support Contract, Statewide, FDOT Office of Environmental Management**

Senior Environmental Specialist. Matt supports FDOT OEM's project delivery, Section 106, and Section 4(f) programs on this Statewide support contract. Matt serves as a NEPA Project Delivery Coordinator (PDC), providing guidance on OEM's



# Matthew Marino, MA, RPA

## Principal Investigator

---

environmental project delivery process to the Districts and their consultants, conducting reviews of environmental and technical documents, and making recommendations for project approval to the OEM Administrators and Director. Matt also provides process guidance and document review support as a Section 106 and Section 4(f) Subject Matter Expert, contributes to PD&E Manual Revisions, and assisted with the development of the current Section 106 Programmatic Agreement.

### **Charles B. Anderson House Structure Survey, Consultation, MOA, and Mitigation, Pasco County, Board of County Commissioners**

Project Manager. Matt was project manager for a historic structure survey in Holiday, Florida, that resulted in the documentation of two structures previously listed on the National Register of Historic Places: the Charles B. Anderson House (8PA00561) and the Samuel Baker House (8PA00387). The Anderson House was slated for demolition, and Matt worked with Pasco County to develop a Section 106 Case Study Report to that 1) summarized Pasco County's efforts to develop project alternatives to demolition; 2) evaluated the effects of the project on historic properties; 3) documented public and agency coordination efforts; and 4) proposed mitigation measures to resolve adverse effects to the Anderson House. Matt led all public involvement efforts, which included a hybrid virtual and in-person public meeting, coordinated with the SHPO and consulting parties, and authored a Memorandum of Agreement (MOA) with stipulations designed to resolve adverse effects. Matt also managed the execution of the mitigation, which included successful application for a State Historical Marker, salvage of significant architectural elements, development of an educational exhibit that was installed in the adjacent library and included the salvaged elements, production of a public-facing educational website, and production of a 3D model of the Anderson House that was hosted on the website.

### **4th Street South St. Petersburg Turnstile Apartments Consultation and MOA, City of St. Petersburg, Pinellas County**

Project Manager. Matt was Project Manager for a historic structure survey in St. Petersburg, Florida, that resulted in the documentation and evaluation of the NRHP-eligible structure at 2000 4th Street South (8PI03029). The project was funded the U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) Program, and required compliance with Section 106 and NEPA. Matt supported the City and County as they worked through the cultural resource compliance process. He led consultation with the SHPO, performed public engagement activities, and authored a Memorandum of Agreement (MOA) meant to resolve the adverse effect to the resource. The mitigation measures in the MOA included naming of the redeveloped grounds to honor artist Mark Dixon Dodd, a community art project, an updated historical narrative and Florida Master Site File (FMSF) form for 8PI03029, and a photo documentation package that included photographs of the interior and exterior of the structure. The MOA was executed among the City, County, Operation PAR (the project sponsor), and the SHPO.

### **10426 Tanner Road (8HI18742) Consultation, MOA, and Mitigation, Tampa, Hillsborough County**

Senior Archaeologist and Project Manager. Matt served as the Senior Archaeologist and Project Manager for an archaeological and architectural survey of a parcel slated for development. The survey resulted in the documentation of two archaeological sites (8HI14573 and 8HI15228), one archaeological occurrence, one linear resource (8HI13604), and five architectural resources (8HI08742, 8HI08743, 8HI15225, 8HI15226, and 8HI15227). Of these, the house at 10426 Tanner Road (8HI08742) was determined eligible for listing on the NRHP by our team. Matt authored a Section 106 Case Study Report that 1) summarized efforts to avoid impacting the resource; 2) evaluated the effects of the project on historic properties; 3) proposed mitigation measures to resolve adverse effects; and 4) summarized public coordination efforts to date. Matt led public engagement efforts, coordinated with the Advisory Council on Historic Preservation (ACHP), and authored an MOA meant to resolve the adverse effect to 8HI08742. Mitigation measures included preparation of an extended historical narrative, Historic American Building Survey (HABS) Level II documentation of the resource, and application for a State Historical Marker to be installed on the site.



# Kevin A. Gidusko, MA, RPA

## Public Outreach and Quality Control Specialist

Kevin is a cultural resource management and public archaeology professional with over 11 years of expertise in operational field and management roles at the local, state, and federal levels. He has a proven track record of leadership in managing >\$6M region with consistent growth, and is skilled in operational systems development and implementation, from local to national levels. Kevin is effective in engaging diverse regulatory stakeholders for a wide array of cultural resource management needs, and committed to team development and continuous professional improvement. He excels in understanding client needs and conducting effective consultations with Local, State, and Federal agencies. His expertise spans all phases of archaeological survey, and he has a diverse background in various business sectors within the industry. His focus is on private development, telecommunications, energy, transportation, and federal undertakings. During his time managing within his current role, his team has seen 2,300% growth in top-line revenue over five years of operation with monthly targets of \$300,000 to \$550,000.

### EDUCATION

Master of Arts in  
Anthropology, University of  
Central Florida, Orlando, FL,  
2018

Bachelor of Arts in  
Anthropology, University of  
Central Florida, Orlando, FL,  
2011

### PROJECT EXPERIENCE

#### Chronicle Heritage (formerly PaleoWest) (2018 - February 2024)

##### Regional Principal, Southeast Region (2022 - Present)

- Responsible for regional operations and growth which includes two offices, >30 full-time staff, and >50 on-call staff.
- Annual revenue for region >\$6M.
- Spearheaded projects in diverse business sectors, including private development, telecommunications, energy, transportation, and federal initiatives.
- Primary supervisor for Office Principals (Tallahassee and Tampa Bay).
- Provides high-level technical support on key projects.
- Works with Market Sector SMEs, Sales team, and the COO to develop revenue and profitability targets for all market sectors in the region.
- Implements firmwide initiatives at regional level.
- Oversees and directs all staffing needs for the region, ensures minimal turnover in staff.
- During acquisitions, responsible for the integration of new offices and personnel.
- As part of Change Management Team oversaw the selection, development, and implementation of project management platform for entire firm, including international teams.
- Managed internal Ambassador Program which was designed to identify and grow exceptional field staff into future firm leader.

##### Office Principal, Tallahassee (2021 - 2022)

- Responsible for all daily office operations, business planning, development, and execution.
- Managed a staff of >20 with annual revenue >\$4M.
- Assisted Regional Principal in implementation of regional and firmwide initiatives.
- Led teams through all phases of archaeological survey, from planning to execution and reporting
- Developed comprehensive strategies to address client needs and align projects with regulatory standards.
- Tracked backlog and made staffing recommendations based on projected workloads.



# Kevin A. Gidusko, MA, RPA

## Public Outreach and Quality Control Specialist

- Developed comprehensive strategies to address client needs and align projects with regulatory standards.
- Tracked backlog and made staffing recommendations based on projected workloads.
- Developed training and procedures for field and reporting staff.

### **Project Manager, Southeast (2018 - 2021)**

- Responsible for all logistical planning and execution of fieldwork in southeast region.
- Direct management for >500 projects: Phase I, II, and III; local, state, federal.
- Worked in tandem with Principal Investigators and Subject Matter Experts to provide input on project scoping.
- Managed >50 full-time and on-call field Staff Archaeologists.
- Provided on-site management for key projects throughout the southeast.
- Oversight of all field equipment and fleet vehicles, responsible for all purchasing.
- Provided leadership on establishment of Health and Safety practices for region.

### **University of South Florida Library's Digital Heritage and Humanities Collection (2018)**

#### **Digital Technology Outreach Specialist**

- Assisted in the development of 3D digital data for the USF Library Digital Heritage and Humanities Collection.
- Acted as outreach liaison to other university departments to develop utilization platforms for 3D data research and education.
- Developed and implemented online and workshop training focusing on student skill development for software/hardware offerings in the USF Library's Digital Media Commons.
- Developed public-facing lectures and media.

### **Florida Public Archaeology Network (FPAN) East Central Region (2012 - 2018)**

#### **Public Archaeology Coordinator II**

- Responsible for management of all outreach and education efforts for the East Central Region which was comprised of 8 counties.
- Established 3D lab which served to produce 3D material for public education outreach as well as managed an internship program focusing on developing student skills with 3D modeling for public archaeology.
- Worked with various public stakeholders to engage with cultural resources throughout the region.
- Provided >800 public engagement events: presentations, workshops, event booths.



## Jennifer Sale Crane

### Senior Architectural Historian/ Principal Investigator

Jennifer is an Architectural Historian with Ardurra's Cultural Resource Management (CRM) Group. She has over 14 years of experience in architectural history with a focus on historic architectural survey and evaluating National Register of Historic Places eligibility for historic properties. In her previous role with Cultural Resources Analysts, Inc., Jennifer was responsible for researching and documenting historic properties, evaluating historic significance, and contributing to written reports and architectural surveys conducted for compliance with Section 106 and Section 4(f). She has successfully performed on projects for a variety of clients including the National Park Service and state and local agencies. At Ardurra, Jennifer writes narrative architectural descriptions, National Register eligibility evaluations, and other portions of Cultural Resource Assessment Survey reports.

#### EDUCATION

Master of Arts in Historic Preservation, Goucher College, Towson, MD, 2008

Bachelor of Arts in Business Administration, University of Maryland, College Park, MD, 1998

## PROJECT EXPERIENCE

### SR 5/US 1/Seven Mile Bridge (Bridge No. 900101) over the Moser Channel, Monroe County, FDOT District 6

Section 4(f) Subject Matter Expert. The purpose of this Project Development and Environment (PD&E) Study is to address the

### Environmental Reevaluation: MD 175 (Annapolis Road) from west of MD 295 (Baltimore-Washington Parkway) to east of MD 170 (Telegraph Road/Piney Orchard Parkway), Anne Arundel County, Maryland, FMIS # AA436B21

Architectural Historian. Conducted field review to verify existing land use for historic properties within the revised APE. Identified and documented additional historic properties within the revised APE and evaluated NR eligibility. Verified stipulations of the MOA between FHWA and Maryland SHPO for adverse impacts to a Section 4(f) resource were still appropriate and being met. Contributed Cultural Resources analysis to client for final report.

### Management Summary for an Architectural Survey of VDOT Project No.: 0220-044-052, P101; UPC: 110916, Martinsville Southern Connector Study Towns of Martinsville and Ridgeway, Virginia DHR File No.: 2019-0226

Architectural Historian. The purpose of this transportation improvement project was to propose expanded corridors and new or improved interchanges along the US Route 220 corridor between the US Route 58/220 Bypass south of Martinsville in Henry County, Virginia and the North Carolina state line. Ms. Crane served as a team member on the reconnaissance-level architectural survey, conducting week-long field documentation to identify historic sites in the APE.

### Cultural Historic Resource Survey for the Proposed Lancaster 69 kV Substation and Tap Line Rebuild and Relocation in Garrard County, Kentucky

Architectural Historian. The purpose of this project was to identify and evaluate any historic sites within the APE that may be eligible for nomination to the National Register of Historic Places. Ms. Crane served as team member and wrote property and standing structure descriptions and evaluated NR eligibility.

### Historic Architectural Survey and Preservation Plan, Concord, North Carolina, Architectural Historian

The purpose of this project for the City of Concord was to expand upon earlier survey work, identify and evaluate the potential eligibility of neighborhoods and individual resources for listing in the National Register of Historic Places, and provide planning guidance for future survey and historic district nominations. Ms. Crane served as team member and contributed historic property descriptions and neighborhood historic contexts.



# Jennifer Sale Crane

## Senior Architectural Historian/ Principal Investigator

### **Preliminary Historic Structure Study of the Anacostia River Seawall, Architectural Historian**

The purpose of this project was to develop the construction history and historic context of the early 20th-century seawall for the District of Columbia Water and Sewer Authority in preparation for the multi-phase DC Clean Rivers Project. Ms. Crane served as a team member and lead author, conducting extensive archival research and producing the letter report to DC SHPO.

### **Historic Structures Report: Montezuma, c.1790, Nelson County, Virginia**

The purpose of this project was to document existing historic materials and conditions in advance of a planned private rehabilitation project. Ms. Crane served as team member under the leadership of the program director of the Poplar Forest Restoration Field School. She conducted field documentation and co-authored the HSR.

### **Cultural Resources Analysts, Inc. 2018 - 2021, Architectural Historian (on-call)**

- Wrote narrative property descriptions, NR evaluations, and neighborhood histories for historic architectural resource surveys in North Carolina, Kentucky, and Virginia.
- Performed fieldwork documentation for historic architectural resource surveys.
- Conducted archival and deed research for historic properties and districts.
- Served as lead author on an Administrative History for Ford's Theatre National Historic Site, National Park Service.

### **Straughan Environmental 2010 - 2012, Architectural Historian / Planner**

- Researched and wrote historic structure and land use history narratives for Phase I and II cultural resource studies.
- Completed Determinations of Eligibility and other cultural resource studies in accordance with Section 106 and Section 4(f) requirements for utility, transit, and road projects in the District of Columbia and Maryland.
- Conducted cultural resource studies on historic industrial and engineering structures, including an early 20th century sea wall, a large mid-19th century stone culvert, and an early 20th century chemical plant.

### **Arlington Historical Society 2007 - 2010, President / Chair, Museum Building Committee**

- Led board of directors in strategy and budget decisions.
- Raised standards of stewardship for museum artifact collection and two historic buildings, the c.1891 Hume School and 18th-c. Ball-Sellers House.
- Advocated for the preservation of local historic resources and awareness of local history.
- Formed partnerships with local community & educational organizations and historic sites.
- Met the needs of the collection, visitors, and stakeholders while adhering to Secretary of the Interior's standards for rehabilitation of historic buildings and local historic district regulations.
- Coordinated preservation maintenance projects.
- Prepared and updated condition assessment report and maintenance plan for historic buildings.

### **PUBLICATIONS**

Crane, Jennifer S., 2009 "Gulf Branch Nature Center: A Woodland Retreat" & "Gulf Branch Nature Center: The Pola Negri Connection." Exhibit panels, Friends of Gulf Branch, Arlington, VA.

2008 "Lustron Homes in Arlington County: How a Short Lived Steel Prefabricated Housing Company Left a Mark on Postwar Arlington." *Arlington Historical Magazine* 13, no. 4 (2008): 35-45.

2004 "Hume School of Arlington, Virginia." Brochure, Arlington Historical Society, Arlington, VA.



## **Maddie Ross, MS**

### **GIS Specialist**

Maddie is a GIS Specialist and member of our Geospatial team. She is a geographer and educator with 12 years of experience in geospatial applications for natural resource management, policy, and education. Maddie's resume includes the design, data acquisition and entry, and quality-control maintenance of spatial databases; coordinating and leading geospatial training for staff and clients; geospatial modeling and analysis; and generating a variety of custom and standard maps and online applications. Maddie specializes in municipal GIS and facilitates ongoing communication and good relationships with our clients, including The City of Sheridan, Hot Springs County, Park County, Magna Water District, and Coeur d'Alene Airport.

#### **EDUCATION**

MS, Geographic Information Sciences, University of Denver

BS, Wildlife Biology, The University of Montana

\* Completed under previous firm

## **PROJECT EXPERIENCE**

### **GIS SERVICES**

- City of Sheridan GIS Services - Sheridan, WY
- Hot Springs County GIS Services - Hot Springs County, WY
- Magna Water District GIS Services - Magna, UT
- Nampa Highway District 1 - Nampa, ID
- Park County Public Works GIS Services - Park County, WY

### **PLANNING PROJECTS**

- Gallatin County Land Use Profile - Gallatin County, MT
- Stevens County Floodplains by Design Website - Stevens County, WA
- Park County Land Use Plan Update - Park County, WY
- Bighorn Basin Resource Management Plan and Environmental Impact Statement, Fieldwork and GIS Mapping - WY\*
- Wyoming Governor's Sage-Grouse Conservation Initiative, Fieldwork and Habitat Mapping - WY\*
- Mineral Rights and Lease Acquisitions GIS Services - CA, CO, HI, KS, ND, OH, OK, PA, TX, UT, WY\*
- City of Missoula Urban Forestry Program, Fieldwork and GIS Mapping - Missoula, MT\*

### **AVIATION PROJECTS**

- Boise Air Terminal Taxiway A AGIS - Boise, ID
- Coeur d'Alene Airport North Taxiway AGIS - Hayden, ID
- Airport Layout Plans - ID, UT, WY
- Airport Airspace Analysis Surveys, Planimetrics and Obstruction Analysis - CO, IA, ID, NV, UT, WA, WY
- WYDOT Design Standards Inventory - State of Wyoming

### **CEMETERY PROJECTS**

- Upper Green River Cemetery District GIS Services - Pinedale, WY
- Byron/Penrose Cemetery District - Byron, WY

### **MUNICIPAL PROJECTS**

- Miami-Dade County Consumer Line Relocation - Miami-Dade County, FL
- Coeur d'Alene Airport Sewer System Inventory - Coeur d'Alene, ID



## WALKER COUNTY HISTORIC RESOURCES SURVEY



### B. SECTION VII - CRITERIA FOR SELECTION



“

**WE OPERATE WITH A SINGULAR MISSION: TO PROVIDE PREMIER CRM SERVICES TO OUR PARTNERS BY ASSEMBLING A TEAM OF EXCEPTIONAL PROFESSIONALS AND INVESTING IN THEIR GROWTH AND CAREER SUCCESS WHILE FOSTERING A CULTURE OF COLLABORATION, MUTUAL RESPECT, AND EXCELLENCE.**

”



2

## SPECIALIZED EXPERIENCE & TECHNICAL COMPETENCE



# WALKER COUNTY HISTORIC RESOURCES SURVEY



## B. SECTION VII - CRITERIA FOR SELECTION

### ► 2. Specialized Experience & Technical Competence

Ardurra's Cultural Resources Management (CRM) Group, is led by professionals with over 34 years of cultural resources management experience, who exceed the Secretary of the Interior's (SOI) Professional Qualifications for archaeology, architectural history, and history (36 CFR Part 61). We operate with a singular mission: to provide premier CRM services to our partners by assembling a team of exceptional professionals and investing in their growth and career success, while fostering a culture of collaboration, mutual respect, and excellence. We believe that CRM is vital for preserving and protecting our communities' rich cultural heritage and are excited to partner with the Walker County on this significant project. The Ardurra CRM group has become a trusted partner to communities throughout the Southeast, who value our commitment to recording our region's rich cultural heritage and preserving that legacy for the next generation.

Our team's goal is to exceed your expectations. We will employ our proven processes and systems that enabled proficient management of similar contracts while continuing to enhance and streamline procedures. See Section 4. Past Performance for a selected list of our past projects relevant to the requested scope. A list of our cultural resource group's services and company accolades follows on the next page.



IN ADDITION TO OUR CORE PROJECT TEAM,  
ARDURRA HAS A TEAM OF 28 CULTURAL RESOURCES  
PROFESSIONALS READY TO ASSIST WALKER COUNTY.



B. SECTION VII - CRITERIA FOR SELECTION

# CULTURAL RESOURCES MANAGEMENT OVERVIEW

Cost Effective, Solution-Driven Cultural Resources Management Support

**1,750+**  
STAFF ACROSS AMERICA

**85**  
OFFICES

Cultural Resources Management (CRM) is vital for preserving and protecting the historical and cultural heritage of our communities. Ardustra's CRM Group understands this importance, and aims to become an essential part of our clients' project development teams by providing excellent, solution-focused cultural resource management services and investing in the best talent in the industry.



## Ardurra's Cultural Resources Management Services:

- Archaeological Survey and Excavation
- LiDAR Aerial Mapping
- Architectural History National Register of Historic Places (NRHP) Eligibility Assessments
- Section 106 Consultation
- Section 4(f) of the US DOT Act
- National Environmental Policy Act (NEPA) Support
- Due Diligence Reviews
- 1A-32 Permits
- Archaeological Monitoring
- Tribal Consultation
- Project and Program Management
- Cemetery Documentation and Delineation
- Ground Penetrating Radar (GPR)
- Geographic Information Systems (GIS)
- Memoranda of Agreement (MOA) Development
- Mitigation
- Public Involvement and Outreach



**#5**  
2024 ZWEIG HOT FIRM

# 3

## CAPACITY TO ACCOMPLISH THE REQUIRED SERVICES ON SCHEDULE & WITHIN BUDGET



## WALKER COUNTY HISTORIC RESOURCES SURVEY

ARDURRA

### B. SECTION VII - CRITERIA FOR SELECTION

#### ► 3. Capacity to Accomplish the Required Services on Schedule & within Budget

Ardurra understands that the requested historic resources survey is being funded, in part, by a 2024 Historic Preservation Grant from the National Park Service administered by the Georgia Historic Preservation Division. Ardurra remains committed to working with Walker County to prepare a historic resources survey, which accomplishes the objectives of the RFP in alignment with the allotted \$33,333.33 budget. We are committed to serving as a valued partner to Walker County ensuring preservation goals and initiatives are met. We are honored to have the opportunity to contribute to documenting the community's rich cultural heritage. Please refer to Tab C – Proposed Budget for an extended summary of our proposed pricing.



A photograph of a historical building with a prominent cupola and a railroad crossing sign in the foreground.

4

## PAST PERFORMANCE



## B. SECTION VII - CRITERIA FOR SELECTION

### ► 4. Past Performance

The Ardustra staff proposed to support this contract have completed 335 cultural resources projects together since July 2022. Our group believes CRM is vital for preserving and protecting our communities' historical and cultural heritage. Combined with our unparalleled expertise in cultural resource management, Ardustra has become an essential part of our client's project development teams by providing consistent, reliable, and high-quality cultural resource services. We maintain our consistency and quality with a robust QA/QC procedure, which is further outlined in the Quality Assurance portion of this proposal. Below, please find three related projects demonstrating our expertise within the field of cultural resources management.

### **City of Venice, Florida, Historic Resources Survey Sarasota County, Florida**

**Client:** Harry Klinkhamer, Historic Resources Manager, City of Venice, Florida

**Email:** hklinkhamer@venice.gov

**Phone:** 941-486-2490

#### SCOPE

Ardustra key staff conducted a historic resources survey within the City of Venice Gulf View Neighborhood to identify properties eligible for inclusion in the National Register of Historic Places (NRHP). Staff evaluated the NRHP eligibility of all documented resources and prepared documentation required for compliance with Section 106 of the NHPA. The end result was the first historic resources survey of the Gulf View Neighborhood since the 1980s.

#### RELEVANCE TO SCOPE

- Historic Resources Inventory
- Background/Archival Research
- Engagement with City Council

### **Cultural Resources Assessment Survey for the Historic Town of Ethel Lake County, Florida**

**Client:** Wekiva Wilderness Trust

**Location:** Sorrento, Florida

#### SCOPE

Ardustra key staff provided a cultural resources survey to the Wekiva Wilderness Trust in support of their Town of Ethel project in Rock Spring Run State Reserve in Sorrento, FL. Key staff assisted in the documentation of the lost town of Ethel and further developed the historical narrative regarding the site.

#### RELEVANCE TO SCOPE

- Historic Resources Inventory
- Background/Archival Research
- Engagement with City Council



# WALKER COUNTY HISTORIC RESOURCES SURVEY



## B. SECTION VII - CRITERIA FOR SELECTION

### Big Cypress, Brighton, and Hollywood Reservations Historic Resource Survey

Broward, Hendry, and Glades Counties, Florida

**Client:** Seminole Tribe of Florida

**Location:** Broward, Hendry, and Glades Counties, Florida

#### SCOPE

Ardurra key staff conducted a historic resources survey within the Big Cypress, Brighton, and Hollywood Reservations to identify properties eligible for inclusion in the National Register of Historic Places (NRHP). Staff evaluated the NRHP eligibility of all documented resources and prepared documentation required for compliance with Section 106 of the NHPA. Key staff also provided recommendations for the preservation of identified resources.

#### RELEVANCE TO SCOPE

- Historic resources survey
- Background/archival research
- Preservation Recommendations

“

THE TEAM DID GREAT WORK ON THE SURVEY, AND THE REPORT WAS EXCELLENT. IT WAS A VERY INTERESTING READ PACKED WITH GREAT INFORMATION ON THE HISTORY OF SUWANNEE RIVER STATE PARK AND THE SURROUNDING AREA. IT READ LIKE A NATIONAL GEOGRAPHIC ARTICLE!

James Peterson, George and Associates Consulting Engineers  
Project for the Florida Department of Environmental Protection (FDEP)

”

“

I HAVE WORKED WITH MR. ANTHONY TRICARICO SERVING THE CITY OF VERO BEACH. BECAUSE OF HIS PROFESSIONALISM AND DEDICATION I WILL DEFINITELY WORK WITH HIM AND HIS COMPANY IN OTHER UPCOMING PROJECTS.

Nilda Zacarias, Director of Planning, Chen Moore and Associates

”

# 5

## UNDERSTANDING OF PROJECT



## B. SECTION VII - CRITERIA FOR SELECTION

### ► 5. Understanding of Project

Our team's goal is to exceed your expectations. We will employ our proven processes and systems, applied across our projects, which enable proficient management of similar contracts (our QA/QC program is further outlined in Section 6, Quality Assurance). Furthermore, Ardua firmly believes that open, honest, and straightforward means of coordination and communication amongst our team is vital to successfully managing this contract. Therefore, our Project Director is committed to remaining available for daily communication with the County via email, phone call, or Microsoft Teams chat or calls, as appropriate. In pursuit of transparent and informative communication, the County, along with the appropriate members of our team, will be copied on relevant email correspondence, ensuring all parties remain fully informed of the project status. Ardua proposes to provide monthly progress reports to the County on the 1st of every month detailing project activities completed the prior month.

Ardua understands that the County is seeking a qualified cultural resources consultant to conduct a intensive historic resources survey of at least 197 parcels in the southeastern portion of unincorporated Walker County. The last historic resources survey of the unincorporated portion of the County was in 2009. Therefore, Ardua will record historic resources within the survey area that were constructed before 1984. We understand that the Project Period of Performance (PoP) is anticipated to be no more than 12 months (January 15, 2025 to January 15, 2026).

Ardua will prepare the historic resources survey in compliance with Section 106 of the National Historic Preservation Act (NHPA) of 1966 (as amended) implemented by 36 CFR Part 800, as well as the provisions in Title 12, Chapter 3 of the Georgia Code. All project activities will be carried out by professionals who exceed the SOI professional qualification standards for architectural history and history in accordance with the guidelines outlined in the Georgia Historic Resources Survey Manual (March 2023) and the Guidelines for Local Surveys: A Basis for Preservation Planning (National Register Bulletin 24). The historic resources survey has two primary objectives:

- 1) Identify and document historic properties within the survey boundary (including buildings, resource groups, sites, objects, and districts, etc.) that were constructed in 1984 or earlier.
- 2) Evaluate the significance of these resources in regard to their eligibility for listing in the National Register of Historic Places (NHPA) and provide preservation recommendations for all significant resources.

Ardua will provide all required information for each resource in a database as well as ESRI ArcGIS Shapefile to the County and DCA, as well as upload all resource data into the Georgia, Natural, Archaeological, and Historic Resource Geographic Information System (GNAHRGIS). Ardua proposes the following tasks to support the survey's primary objectives:

### ► Project Kickoff and Research

Ardua assumes that notice to proceed (NTP) will be provided by Walker County before January 10, 2025. Upon NTP, Ardua's Project Director, Dr. Anthony Tricarico, will establish a kickoff meeting with representatives of the County to discuss primary objectives and project schedule. We anticipate holding this meeting virtually between January 15-17, 2025.

Post-kickoff, the Ardua team will proceed with the following:

#### Post-kickoff, the Ardua team will proceed with the following:

- Ardua Architectural Historians will begin conducting background research within the project area in accordance with the standards and guidelines set forth by the Georgia Historic Resources Survey Manual (March 2023). This research will culminate in a concise developmental history, focusing on the contributions that structures within the boundary and their history have had on the overall development of the County.
- Ardua's geospatial team will utilize ESRI ArcGIS Field Maps to plot all resources proposed for survey (i.e., constructed in or before 1984) within the defined survey boundary. This map will be utilized by field staff during the historic resource survey and serves as an integral component of our customized project geodatabase. Ardua collects all field data



# WALKER COUNTY HISTORIC RESOURCES SURVEY



## B. SECTION VII - CRITERIA FOR SELECTION

digitally utilizing iPads equipped with ESRI ArcGIS products. The use of custom digital databases or geodatabases for all in-field data collection significantly enhances our QA/QC program. Our paperless system eliminates the litany of paper forms used by most other cultural resources firms and allows for seamless project organization through its use as a communication interface with the entire team—both in the field and in the office.

**Deliverable 1a (Survey Boundary Map):** Prior to the commencement of the historic resources survey, Ardurra will submit the draft field map to County staff for approval (estimated January 24, 2025). Included with the draft map will be another copy of Ardurra's credentials and our proposed survey timeline. The survey boundary map will outline all the parcels that Ardurra plans to survey. The draft historic context will be provided upon draft survey report submittal (estimated June 15, 2025).

**Proposed Staffing Effort:** Ardurra assumes this task represents approximately 15% of the overall project effort. Our Project Director, Senior Architectural Historian, and GIS Specialist will serve as the key staff necessary in completion of this task.

### ► Field Survey and Reporting

Ardurra anticipates commencing an historic resources survey of all resources within the survey boundary (constructed in or before 1984) after the approval of the draft Field map (Deliverable 1a), but no later than January 31, 2025. Ardurra will prepare the historic resources survey in compliance with Section 106 of the NHPA of 1966 (as amended) implemented by 36 CFR Part 800, as well as the provisions in Title 12, Chapter 3 of the Georgia Code. All project activities will be carried out by professionals who exceed the SOI professional qualification standards for architectural history and history in accordance with the guidelines outlined in the Georgia Historic Resources Survey Manual (March 2023) and the Guidelines for Local Surveys: A Basis for Preservation Planning (National Register Bulletin 24).

Ardurra cultural resource professionals will utilize the custom ESRI geodatabase established for this project to photograph each property, as well as collect all pertinent information necessary to evaluate the resource's NRHP eligibility. Ardurra's all-digital approach improves overall data quality, allowing field staff to effectively collect data, while significantly reducing transcription errors throughout the report production period. Our digital approach ensures that Ardurra is delivering high-quality products on behalf of our trusted project partners. Our approach is foundational to our core mission: to provide premier CRM services to our partners by assembling a team of exceptional professionals and investing in their growth and career success, while fostering a culture of collaboration, mutual respect, and excellence. In accordance with RFP guidelines, Ardurra anticipates providing the following deliverables as part of this segment of the project (see Tab C Proposed Budget for Ardurra's proposed schedule):

Deliverable	Description
1b	Approximately 25% of surveyed resource data entered into GNAHRGIS. Documentation spreadsheet submitted with First Activity Report.
2	Approximately 75% of surveyed resource data entered into GNAHRGIS. Documentation spreadsheet submitted with Third Activity Report.
3a	First draft of survey report submitted in electronic format (MS Word) and map to the DCA for review and comment. The draft report will include at minimum an executive summary, project description, summary of previous preservation projects, developmental history, survey methodology, recommendations for future preservation actions, survey results, appendix table listing all GNAHRGIS ID numbers, and a survey map appendix identifying all surveyed historic resources.
3b	Second draft of survey report submitted in electronic format (MS Word) and map to the County for review and comment.
4	Final survey report submitted to the County and DCA in two (2) electronic copies. Final survey map submitted to DCA (1 copy). All GNAHRGIS data and digital photographs for each resource completed.



## WALKER COUNTY HISTORIC RESOURCES SURVEY

ARDURRA

### B. SECTION VII - CRITERIA FOR SELECTION

**Proposed Staffing Effort:** Ardurra assumes that deliverables 1b-4 represent approximately 85% of the overall project effort. Our Project Director, Senior Architectural Historian, GIS Specialist, and Quality Control Specialist will serve as the key staff necessary in completion of this task.

#### ► **Public Engagement (Optional Service)**

At Ardurra, we believe preserving and protecting our communities' rich cultural heritage is vital, and public involvement and education are paramount to that mission. Ardurra proposes to hold one virtual public meeting to present the findings of the historic resources survey. Ardurra proposes to hold this meeting no later than September 30, 2025.

Mr. Kevin Gidusko, MA will serve as our team's Project Outreach Specialist. Mr. Kevin Gidusko, MA, RPA has over eleven years of professional experience with a background in Public Archaeology. Mr. Gidusko spent six years as the Public Archaeology Coordinator for the Florida Public Archaeology Network (FPAN), where he managed all outreach and education efforts and coordinated with various stakeholders to engage with cultural resources throughout the eight counties in FPAN's East Central Region (See Section 1. Professional Qualifications).





# 6

# QUALITY ASSURANCE

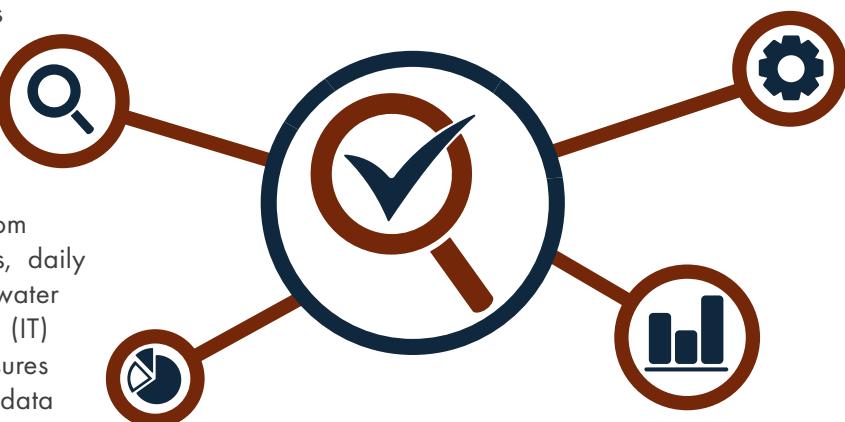


## B. SECTION VII - CRITERIA FOR SELECTION

### ► 6. Quality Assurance

Ardurra's Quality Assurance/Quality Control (QA/QC) program ensures the quality of all aspects of cultural resource management work under the contract, including pre-field research and preparation, field-oriented data collection, in-field and laboratory analysis, and reporting of project results. Effective and frequent communication provides the foundation of our QA/QC program. The Contract Manager will work closely with all project staff to implement QA/QC measures and to make certain that project requirements are being met in a timely and cost-effective manner. QA/QC is a responsibility that permeates every level of staffing on a project.

The use of custom digital databases or geodatabases for all in-field data collection significantly enhances our QA/QC program. Our paperless system eliminates the litany of paper forms used in almost all cultural resource projects and allows for seamless project organization through its use as a communication interface with the entire team—both in the field and in the office. Our custom field databases capture photographs, site forms, daily notes, and all other aspects of every type of underwater or terrestrial project. Our Information Technology (IT) specialists have integrated powerful QA/QC measures into our digital platforms at crucial steps during data collection, data management, editing, and output phases.



At each juncture, highly effective checks have been custom built into our mobile database to ensure quality data is entered and quality deliverables produced. Digital constraints, such as drop-down lists and check-box sets, ensure that only the appropriate types of data may be entered into the most critical fields. Our system also requires that certain critical fields not be left blank, delivering error messages to the user if they are not completed. Data from the field is uploaded and duplicated at least daily (or in real-time, if connectivity in the field allows for it), eliminating the risk of data being lost or corrupted.

Principal Investigators act as quality control specialists and conduct QA/QC measures concurrently while field staff are collecting data. These daily and weekly reviews identify missing or incomplete data fields, provide initial editing, and ensure thoroughness and consistency in recording. Changes are made directly within the database and notes are passed to the Field Directors and Crew Chiefs to improve the quality of data collected. Concurrent review has been employed on small- and large-scale projects.

Ardurra also employs a series of specific quality control checklists and report templates that detail applicable guidelines and regulations. Ardurra has developed guidelines and outlines for recording that increase the quality of the data collected in the field and promote efficiency by reducing redundancy and providing clear direction for consistent data collection. The guides are distributed to all our field and reporting staff members, designed to reduce time field supervisors expend on data collection QA/QC and allow them to concentrate on site interpretation and directing fieldwork efforts. Following these outlines/guides not only increases precision in recording and field efficiency, increases the quality and consistency of data collected, but also significantly increases efficiency on the back-end (reporting). The same narrative and map formats found in the outlines/guides are reflected in our technical reports. Ardurra's QA/QC process ensures that field data collection, project reports, project communications, and administration are monitored closely and managed well from inception to completion. All QA/QC team members meet regularly on a conference call to ensure a comprehensive and ongoing exchange of information related to active task orders.



## B. SECTION VII - CRITERIA FOR SELECTION

### ► Data Collection and Reporting

Ardurra exceeds the standards of the industry for data collection and data reporting. Our archaeologists, historians, and architectural historians are highly trained SOI-qualified experts in quality control procedures and are involved in project execution from inception to the completion of a project, ensuring the accuracy of information. In addition, we involve every project member in the QA/QC process. The following lists the quality assurance responsibilities of each team member from the Contract Manager to the Crew Chief.

- **Contract Manager** - Work with Principal Investigators to identify potential performance deficiencies in a timely manner so that corrective actions can be implemented. Final QA/QC approval of all deliverables.
- **Practice Lead** - Ensure that the budgets are accurate and reflect a reasonable level of effort to accomplish the scope of work. Work with the Principal Investigator and Field Director to define appropriate levels of effort. Initial QA/QC approval of all deliverables. Coordinate with Contract Manager to identify performance resolution measures before deliverables are submitted for review.
- **Principal Investigator** - Confirm that all field methodologies are appropriate to accomplish the scope of work. Confirm technical adequacy of all fieldwork, analyses, and reporting. Confirm that the technical report complies with applicable federal, state, and local laws and regulations. Confirm that the technical report and site records contribute to the scientific body of knowledge.
- **Field Director** - Adequacy of field methodologies, site evaluations, and technical reporting
- **Crew Chief** - Field data collection accuracy and completeness

### ► Document Review

documents must pass through three rounds of QC review prior to submission to client. Upon completion of the the Principal Investigator performs the initial QC review. The appropriate Practice Lead or Leads perform round of review. The Contract Manager performs the final QC check prior to submitting the report to the staff member who contributes to a report is responsible for QC, ensuring completeness and accuracy of information, and consistency with Georgia state guidelines and procedures.



C

# PROPOSED BUDGET



# WALKER COUNTY HISTORIC RESOURCES SURVEY



## C. PROPOSED BUDGET

Ardurra understands that the requested historic resources survey is being funded, in part, by a 2024 Historic Preservation Grant from the National Park Service administered by the Georgia Historic Preservation Division. We are committed to serving as a valued partner to Walker County, ensuring preservation goals and initiatives are met and we are honored to have the opportunity to contribute to documenting the County's rich cultural heritage.

Ardurra understands that the proposed project is to be completed within twelve (12) months of the contract award date (expected completion no later than January 15, 2026). With our cost-effective, timely, and efficient project approach, we propose completing the project under budget at \$29,800 and four months ahead of the County's proposed period of performance (PoP). All costs are fixed-fee to be paid upon completion of the project in accordance with the following:

Deliverable	Description	Due Date per RFP	Due Date	Cost
1	Approximately 25% of surveyed resource data entered into GNAHRGIS. Documentation spreadsheet submitted with First Activity Report.	January 15, 2025	February 28, 2025	\$3,500
2	Approximately 75% of surveyed resource data entered into GNAHRGIS. Documentation spreadsheet submitted with Third Activity Report.	May 15, 2025	April 15, 2025	\$7,000
3a	First draft of survey report submitted in electronic format (MS Word) and map to the DCA for review and comment.	August 15, 2025	June 15, 2025	\$13,500
3b	Second draft of survey report submitted in electronic format (MS Word) and map to the County for review and comment.	November 1, 2025	July 31, 2025	\$2,800
4	Final survey report submitted to the County and DCA in two (2) electronic copies. Final survey map submitted to DCA (1 copy). All GNAHRGIS data and digital photographs for each resource completed.	January 15, 2026	September 15, 2025	\$3,000
<b>TOTAL COST:</b>				<b>\$29,800</b>

At Ardurra, our experience has led our team to become a trusted partner within communities throughout the Southeast. We believe that CRM is vital for preserving and protecting our communities' rich cultural heritage, and we are honored to partner with Walker County to foster greater awareness of the County's historic resources. Dr. Anthony Tricarico will serve as the contact person for all future correspondence regarding this proposal. Please do not hesitate to contact him at 908-256-0614 or [atricarico@ardurra.com](mailto:atricarico@ardurra.com) should you have any questions regarding our approach, timeline, or qualifications. Our team values the opportunity to present our proposal to Walker County and looks forward to partnering with you on this significant project.



# D

## REFERENCES



# WALKER COUNTY HISTORIC RESOURCES SURVEY



## D. REFERENCES

### ► Reference 1:

**Name:** Nilda Zacarias

**Affiliation:** Director of Planning, Chen Moore and Associates

**Address:** 500 S Australian Ave, West Palm Beach, FL 33401

**Telephone:** 561-437-0709

**Email:** nzacarias@chenmoore.com

**Description of Services:** Key staff members on our team have previously partnered with Chen Moore and Associates to provide historic preservation planning services to the City of Vero Beach, Florida. These services included but were not limited to surveys ahead of proposed development and the review of development plans to assess potential impacts to recorded and unrecorded historic resources.

---

### ► Reference 2:

**Name:** Harry Klinkhamer

**Affiliation:** Historic Resource Manager, City of Venice, Florida

**Address:** 351 Nassau Street North

**Telephone:** 941-486-2490

**Email:** hklinkhamer@venicefl.gov

**Description of Services:** Our key staff provided historic preservation services to the City of Venice, FL, providing the first historic resources survey of the Gulf View neighborhood since the 1980s. In total, 257 historic resources were surveyed, assisting the city in cataloging and preserving its history.

---

### ► Reference 3:

**Name:** Don Philpott

**Affiliation:** President, Wekiva Wilderness Trust

**Address:** 1800 Wekiva Circle, Apopka, FL 32712

**Telephone:** 321-277-9442

**Email:** dp@donphilpott.com

**Description of Services:** Our key staff provided cultural resources support services to the Wekiva Wilderness Trust in support of their Town of Ethel project in the Rock Springs Run State Reserve in Sorrento, FL. Key staff provided a Cultural Resource Assessment Survey that assisted the Wekiva Wilderness Trust document the lost town of Ethel and further develop a historical narrative regarding the site.

---

Our group believes CRM is vital for preserving and protecting our communities' historical and cultural heritage. Combined with our unparalleled expertise in cultural resource management, Ardua has become an essential part of our client's project development teams by providing consistent, reliable, and high-quality cultural resource services. Additional references beyond these are also available upon request.



ARDURRA



**RESOLUTION R-011-25**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF WALKER COUNTY TO  
APPOINT TRUSTEES TO THE WALKER COUNTY PENSION PLAN**

**WHEREAS**, the Board of Commissioners of Walker County ("Board") is the governing authority of Walker County, Georgia, as set forth by Act No. 165 ("Act") passed by the Georgia General Assembly during the 2017-2018 session and subsequently approved by the Governor; and

**WHEREAS**, The Pension Plan for Employees of the Walker County Commissioner ("Plan") was first established effective January 1, 1973, by the Sole Commissioner of Walker County for the benefit of eligible employees; and

**WHEREAS**, Part I, Section 11 (16) of the Act vests in the Board all of the power and authority formerly vested by law in the commissioner of Walker County, except as otherwise provided in the Act; and

**WHEREAS**, Section 8.01 of the Trust Agreement, Exhibit A of the Plan, states the procedure for appointing and removing trustees;

**THEREFORE, BE IT RESOLVED** by the Board of Commissioners of Walker County, Georgia that Carter Brown and Steve Rogers, Jr. are hereby appointed to serve as trustees of the Plan;

**BE IT FURTHER RESOLVED** by the Board that notice is hereby given to Shannon K. Whitfield and Greg McConnell initiating their removal as trustees of the Plan.

**SO RESOLVED AND ADOPTED** this 9<sup>th</sup> day of January, 2025.

**ATTEST:**

**WALKER COUNTY, GEORGIA**

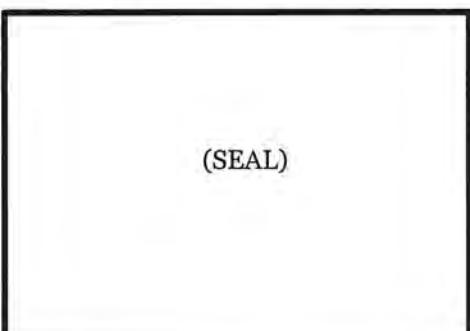
---

JESSICA STATON, Deputy Clerk

---

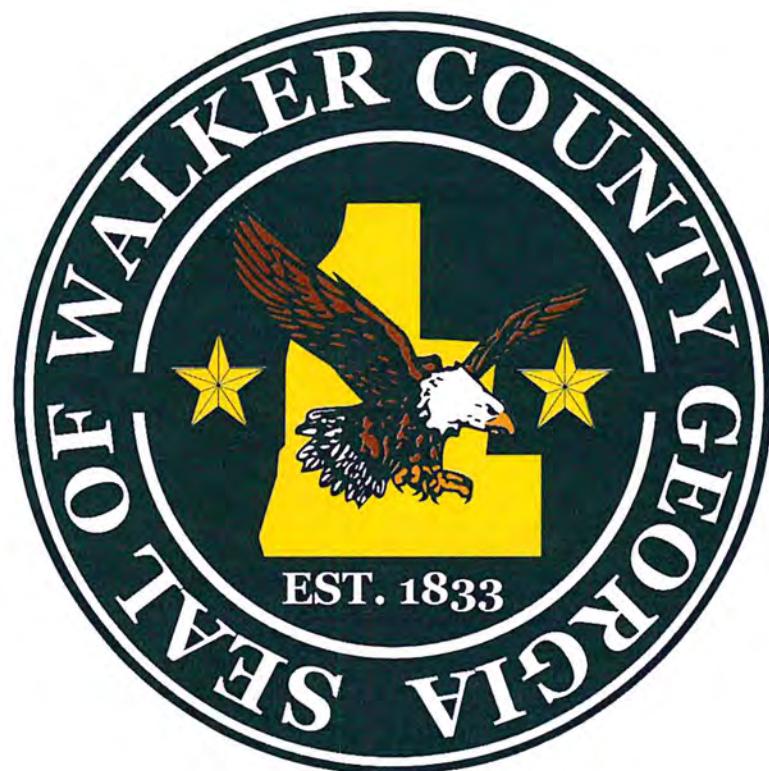
ANGELA TEEMS, Chairwoman

(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.

**PENSION PLAN FOR EMPLOYEES OF  
THE WALKER COUNTY BOARD OF COMMISSIONERS**



## Introduction

The Pension Plan for Employees of Walker County Government (hereinafter the "Plan") was first established effective January 1, 1973, by the Sole Commissioner of Walker County (the "Sponsor") for the benefit of eligible employees. The Plan has now been amended and restated effective January 9, 2025 (the "Effective Date of this Restatement").

The rights and benefits of Participants who terminate employment on or after the Effective Date of this Restatement shall be determined as provided in this amended and restated Plan. The rights and benefits of any Participant who terminated employment before the Effective Date of this Restatement, but who is entitled to benefits under the Plan, shall be determined in accordance with the applicable provisions of the Plan in effect at the time such Participant separated from service, except as required by applicable law or regulation or except as specifically provided or changed by subsequent amendments.

It is intended that the Plan, together with the Trust Agreement, meet all the requirements of ERISA as amended and qualify under Sections 401(a) and 501(a) of the Code. Except as otherwise provided, the Plan and all matters relating thereto shall be governed, construed and administered in accordance with the applicable laws of the United States and the State of Georgia.

## ARTICLE I

### DEFINITIONS

As used herein, the following words and phrases shall have the meaning indicated unless otherwise defined or required by the context:

Section 1.01 "Accrued Benefit" shall mean, for a Participant who has not reached Normal Retirement Date, a monthly amount commencing on the first day of the month next following his/her Normal Retirement Date and payable pursuant to the normal form of settlement, calculated under Section 4.04(b) hereof based on Average Compensation and Benefit Service as of the date of his/her termination of Employment.

Prior to July 1, 1996, "Accrued Benefit" shall mean, for a Participant who has not reached his Normal Retirement Date, the product of (a) and (b), where

(a) is a monthly amount commencing on the first day of the month next following his Normal Retirement Date and payable thereafter pursuant to the normal form of settlement, calculated under Section 4.04(b) hereof as though his employment had continued uninterrupted until his Normal Retirement Date, but based on his Average Compensation as of the date of his termination of Service; and

(b) is a fraction, the numerator of which is the actual number of the Participant's years of Benefit Service, and the denominator of which is the number of years of Benefit Service with which he would have been credited as though his Employment had continued uninterrupted until his Normal Retirement Date.

The Accrued Benefit of a Participant who terminates and is rehired after December 31, 2005 shall be frozen as of December 31, 2005 (in the case of a Participant who terminates on or before December 31, 2005) or as of his termination date (in the case of a Participant who terminates after December 31, 2005). Notwithstanding the foregoing, the Accrued Benefit of a Participant who retired and commenced an Early Retirement Benefit or a Normal Retirement Benefit shall cease to be frozen pursuant to this paragraph upon rehire.

Section 1.02 "Actuarial Equivalent" shall mean a benefit which is of equal value at the date of determination to the benefit otherwise defined, computed on the basis of an interest rate of seven percent (7.0%) per annum and mortality rates from the 1984 Unisex Mortality Table.

Section 1.03 "Actuary" or "Actuarial Firm" shall mean a qualified actuary who is enrolled by the Joint Board for the Enrollment of Actuaries and who performs the annual actuarial valuations and other computations required under the Plan, or a firm which employs such an actuary and which provides such actuarial valuations.

Section 1.04 "Administrative Committee" or "Committee" shall mean the committee to which the administrative duties and responsibilities under the Plan are delegated pursuant to Section 6.04 hereof.

Section 1.05 "Administrator" or "Plan Administrator" shall mean, with respect to the Plan, the Walker County Board of Commissioners.

Section 1.06 "Alternate Payee" shall mean any Spouse, former Spouse, child or other dependent of a Participant who is recognized by a Qualified Domestic Relations Order as having

a right to receive all or a portion of the benefits payable under the Plan with respect to such Participant.

Section 1.07 "Annuity Starting Date" shall mean the first day of the first period for which an amount is payable as an annuity, or in the case of a benefit not payable in the form of an annuity, the first day in which all events have occurred which entitle the Participant to the benefit.

Section 1.08 "Average" shall mean, with respect to a Participant's Compensation the average thereof over the five (5) Plan Years (whether or not consecutive) out of the Participant's last ten (10) Plan Years preceding termination of employment during which his Compensation was the greatest or over the lesser number of such Plan Years that he actually shall have completed, provided, however that if the amount of Compensation in the Plan Year in which the Participant terminates Employment is greater than the amount of Compensation for the first Plan Year which would be used in determining the average hereunder, then the former amount instead of the amount in said first year shall be used in determining such Participant's Average Compensation.

Section 1.09 "Average Excess Compensation" shall mean Average Compensation in excess of ten thousand dollars (\$10,000).

Section 1.10 "Beneficiary" shall mean the person or entity designated as such by the Participant, on a form provided by the Plan Administrator, to receive benefits, if any, payable upon the Participant's death. Notwithstanding, the Beneficiary shall be the Participant's Spouse at the time of death unless:

- (a) the Participant has no Spouse at the time of death, or
- (b) the Participant's Spouse consents in writing to his designation of an alternate Beneficiary in the manner prescribed in Section 4.02 or 4.09, as applicable, or
- (c) the Participant's Spouse cannot be located.

If no other person designated as Beneficiary survives the Participant, the Beneficiary shall be the Participant's estate.

Notwithstanding the preceding, if the Participant is married, Beneficiary shall mean the Spouse of the Participant unless the Participant and his Spouse choose an alternate beneficiary in accordance with Section 4.02(b)(4).

Section 1.11 "Benefit Service" shall mean the sum of an Employee's Years of Service; excluding, however

- (a) any Years of Service with respect to which he receives as Cash-out Distribution unless he repays to the Plan the full amount of the distribution plus interest thereon in accordance with repayment procedures specified under Section 1.13 herein; and
- (b) in the case of an Employee not entitled to a Vested Benefit as of prior termination of Service, Years of Service prior to a Break in Service if the number of consecutive Breaks in Service equals or exceeds the greater of (a) five ( 5 ) or (b) the total number of periods of Service credited to the Employee before such Break in Service.

(c) effective prior to January 1, 1998, Years of Service with the Walker County Sheriff's Department performed prior to January 1, 1973.

Section 1.12 "Break in Service" shall mean a Plan Year during which an Employee has not been credited with more than five hundred (500) Hours of Service.

Section 1.13 "Cash-out Distribution" shall mean a distribution to a Participant of the Actuarial Equivalent of his entire nonforfeitable benefit under the Plan which is made no later than the close of the second Plan Year following the Plan Year in which he terminates participation in the Plan.

If a Participant receives a distribution pursuant to this Section and resumes Service under the Plan, the calculation of such Participant's Accrued Benefit hereunder shall not recognize Benefit Service and Compensation attributable to his prior period of employment unless he repays to the Plan the full amount of the distribution plus interest, compounded annually from the date of distribution at the rate of seven percent (7%) per annum. Repayment may not be made until the Participant completes five (5) full years of employment following his reemployment and only while the Participant is still actively employed by Sponsor.

Notwithstanding any other provision of the Plan to the contrary, the right of any Participant to receive any benefit payable upon termination of Service shall not be forfeited or waived if such Participant's Service is terminated for any reason, provided that such termination occurs after such Participant has met the requirements which would qualify him for benefits hereunder. In the event a Participant terminates Service without qualifying for a Vested Benefit, he shall be deemed to have received a distribution from the Plan.

Section 1.14 "Compensation" shall mean the following for each respective purpose under the Plan:

(a) Section 414(s) Compensation means the Participant's wages, within the meaning of Section 3401(a) of the Code and all other payments of compensation to the Participant by the Employer (in the course of the Employer's trade or business) for which the Employer is required to furnish the Participant a written statement under Sections 6041(d), 6051(a)(3) and 6052 of the Code plus amounts not includable in the gross income of the Employee under Sections 125, 132(f), 402(e)(3), 402(h) or 403(b) of the Code. This definition may be modified to exclude amounts paid by the Employer as reimbursement for moving expenses incurred by the Employee to the extent that at the time of payment it is reasonable to believe that these amounts are deductible by the Employee under Section 217 of the Code. Section 414(s) Compensation must be determined without regard to any rules that limit the remuneration included in wages based on the nature or location of the employment or the services performed.

(b) Compensation Used to Determine Benefits. For purposes of determining benefits under the Plan, Compensation shall mean Section 414(s) Compensation paid by the Employer to the Employee for the Plan Year, but excluding bonuses, overtime pay and other compensation not a part of the set scale for an established normal working period.

(c) Highly Compensated Employees. For purposes of determining Highly Compensated Employees under section 414(q) of the Code as defined in Section 1.34, Compensation shall mean Section 414(s) Compensation as defined herein paid by the Employer to the Employee for the twelve (12)-month period preceding the determination date.

(d) Compensation Limits. Compensation of each Participant taken into account under the Plan for any determination period shall not exceed the limit on Compensation prescribed in Section

401(a)(17) of the Code (the "Section 401(a)(17) Limit"). The limit for any Plan Year beginning on and after January 1, 2002 shall be two hundred thousand dollars (\$200,000) as adjusted for increases in the cost of living in accordance with Code Section 401(a)(17)(B). The cost of living adjustment in effect on January 1 of any calendar year shall apply to any determination period beginning in such calendar year. For this purpose, the "determination period" is any period not exceeding twelve (12) months over which Compensation is determined. If a determination period consists of fewer than twelve (12) months, the Section 401(a)(17) Limit will be multiplied by a fraction, the numerator of which is the number of months in the determination period, and the denominator of which is twelve (12).

For Plan Years beginning after December 31, 1988 and before January 1, 1997, in determining the Compensation of a Participant for purposes of this limitation, the rules of Section 414(q)(6) of the Code shall apply, except in applying such rules, the term "family" shall include only the Spouse of the Participant and any lineal descendant of the Participant who has not attained age nineteen (19) before the close of the year. If, as a result of the application of such rules, the adjusted Section 401(a)(17) Limit is exceeded, then (except for purposes of determining the portion of Compensation up to the integration level), the limitation shall be prorated among the affected individuals in proportion to each such individual's Compensation as determined under this Section prior to the application of this limitation.

If Compensation for any prior determination period is taken into account in determining a Participant's benefits accruing in the current Plan Year, the Compensation for the prior determination period is subject to the adjusted 401(a)(17) Limit in effect for that prior determination period. For benefits accruing in Plan Years beginning on or after January 1, 2002, with respect to determination periods beginning before the first day of the first Plan Year beginning on or after January 1, 2002, the Section 401(a)(17) Limit is two hundred thousand dollars (\$200,000).

Section 1.15 "Delayed Retirement Benefit" shall mean the benefit to which a Participant is entitled at his Delayed Retirement Date.

Section 1.16 "Delayed Retirement Date" shall mean the date after a Participant's Normal Retirement Date on which he actually retires.

Section 1.17 "Determination Date" shall mean, for any Plan Year subsequent to the first Plan Year, the last day of the preceding Plan Year and, for the first Plan Year of the Plan, the last day of that year.

Section 1.18 "Direct Rollover" shall mean a payment by the Plan to the Eligible Retirement Plan specified by the Distributee.

Section 1.19 "Disability Retirement Benefit" shall mean the benefit to which a Participant is entitled at his Disability Retirement Date.

Section 1.20 "Disability Retirement Date" shall mean the date set forth in Section 4.07 at which time a Participant shall be entitled to receive a Disability Retirement Benefit.

Section 1.21 "Distributee" shall mean a Participant. In addition, the Participant's surviving spouse and the Participant's spouse or former spouse who is the Alternate Payee under a Qualified Domestic Relations Order are Distributees with regard to the interest of the spouse or former spouse. Notwithstanding any provision of this Section to the contrary, effective as of January 1, 2010, Distributee shall also include a non-Spouse Beneficiary of a deceased Participant.

Section 1.22 "Domestic Relations Order" shall mean a judgment, decree, or order (including approval of a property settlement agreement) made pursuant to state domestic relations law or community property law that relates to the provision of child support or alimony payments to, or marital property rights of a Spouse, former Spouse, child or other dependent of a Participant.

Section 1.23 "Earliest Retirement Age" shall mean the earliest age at which, under the Plan, a Participant could elect to receive retirement benefits.

Section 1.24 "Early Retirement Age" shall mean the earlier of the following:

- (a) the later of age sixty (60) or the age of the Participant on the date he completes twenty (20) years of Vesting Service, or
- (b) effective for Participants who terminate employment on or after January 1, 2004, the later of age fifty-five (55) or the age of the Participant on the date he completes twenty-five (25) years of Vesting Service.

Section 1.25 "Early Retirement Benefit" shall mean the benefit to which a Participant is entitled at his Early Retirement Date.

Section 1.26 "Early Retirement Date" shall mean, the first day of any month coinciding with or next following the date the Participant elects to receive his retirement benefits under the Plan where such date is after the Participant's Early Retirement Age but before his Normal Retirement Age.

Section 1.27 "Effective Date" shall mean the effective date of this Plan restatement which shall be January 1, 2013. The original effective date of the Plan was January 1, 1973.

Section 1.28 "Eligible Rollover Distribution" shall mean any distribution of all or any portion of the balance to the credit of the Distributee, except that an Eligible Rollover Distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Distributee or the joint lives (or joint life expectancies) of the Distributee and the Distributee's designated beneficiary, or for a specified period of ten years or more; and any distribution to the extent such distribution is required under section 401(a)(9) of the Code.

Section 1.29 "Eligible Retirement Plan" shall mean an individual retirement account described in section 408(a) of the Code, an individual retirement annuity described in section 408(b) of the Code, an annuity plan described in section 403(a) of the Code, an annuity contract

described in Section 403(b) of the Code, an eligible plan under Section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan, or a qualified trust described in section 401(a) of the Code, that accepts the Distributee's Eligible Rollover Distribution. Effective January 1, 2008, Eligible Retirement Plan also shall include a Roth IRA described in Code Section 408A. However, effective January 1, 2010, for the purpose of a distribution to a Distributee who is a non-Spouse beneficiary, Eligible Retirement Plan shall only include an individual retirement account described in Code section 408(a), an individual retirement annuity described in Code section 408(b), or a Roth IRA described in Code section 408A (collectively, "IRA") that is established on behalf of the non-Spouse Beneficiary and that will be treated as an inherited IRA pursuant to the provisions of Code sections 402(c)(11) and 408(d)(3)(C)(ii).

Section 1.30 "Employee" shall mean an individual employed by the Employer or by any other employer required to be aggregated with the Employer under sections 414(b), (c), (m) or (o) of the Code and any Leased Employee. The status of an individual as an Employee shall be determined by the Plan Administrator without regard to the individual's classification by the Internal Revenue Service or any other body or agency.

Section 1.31 "Employer" shall mean the Walker County Board of Commissioners, a subdivision of the State of Georgia with its principal place of business in LaFayette, Georgia and the Walker County Sheriff's Department.

Section 1.32 "ERISA" shall mean Public Law 93-406, the Employee Retirement Income Security Act, as in effect on the relevant date to be interpreted under the Plan and regulations relative thereto.

Section 1.33 "Hour of Service" shall mean the following:

(a) Each hour for which an Employee is paid, or entitled to payment of Compensation as defined in this Article I, for the performance of duties for the Employer. These hours will be credited to the Employee for the computation period in which the duties are performed.

(b) Each hour for which an Employee is paid, or entitled to payment of Compensation as defined in this Article I, by the Employer on account of a period of time during which no duties are performed (irrespective of whether the Service relationship has terminated) due to vacation, holiday, illness, incapacity (including disability), jury duty, military duty or leave of absence; provided, however, that, with respect to this subsection (b):

(1) no more than five hundred and one (501) Hours of Service shall be credited to an Employee on account of any single continuous period during which the Employee performs no duties (whether or not such period occurs in a single computation period),

(2) hours for which an Employee is directly or indirectly paid, or entitled to payment, on account of a period during which no duties are performed shall not be credited if such payment is made or due under a plan maintained solely for the purpose of complying with applicable workers' compensation, unemployment compensation or disability insurance laws, and

(3) hours shall not be credited for a payment which solely reimburses an Employee for medical or medically-related expenses incurred by the Employee.

For purposes of this subsection (b), a payment shall be deemed to be made by or due from the Employer regardless of whether such payment is made by or due from the Employer directly, or

indirectly through, among others, a trust fund, or insurer, to which the Employer contributes or pays premiums and regardless of whether contributions made or due to the trust fund, insurer or other entity are for the benefit of particular Employees or are on behalf of a group of Employees in the aggregate.

(c) Each hour for which an Employee is absent from work for any period by reason of the pregnancy of the Employee, the birth of a child of the Participant, placement of a child with the Employee in connection with the adoption of such child by such Employee or for purposes of caring for such child, but solely for determining whether an Employee has incurred a Break in Service. The hours to be credited to such Employee in accordance with this subsection (c) shall be the Hours of Service which otherwise would normally have been credited to such Employee but for such absence, or in any case in which the Plan Administrator is unable to determine such Hours of Service, eight (8) Hours of Service per day of such absence; provided, however, that with respect to this subsection (c):

(1) no more than five hundred and one (501) Hours of Service shall be credited to an Employee by reason of any one (1) such pregnancy or placement,

(2) such hours shall be treated as Hours of Service in the Plan Year in which the absence from work begins, if the Employee would be prevented from incurring a Break in Service in such Plan Year solely because periods of absence are treated as Hours of Service, or in any other case, in the immediately following year, and

(3) no Hours of Service will be credited unless the Employee furnishes to the Plan Administrator such timely information as the Plan Administrator may reasonably require to establish that the absence from work is for reasons referred to in this subsection (c) including a statement of the number of days for which there was such an absence.

(d) Each hour for which back pay, irrespective of mitigation of damages, is either awarded or agreed to by the Employer. The same hours shall not be credited both under subsection (a), (b) or (c) and under this subsection. Hours credited for back pay under this subsection with respect to periods described in subsection (b) shall be subject to the limitations set forth in subsection (b). These hours will be credited to the Employee for the computation period or periods to which the award or agreement pertains rather than the computation period in which the award, agreement or payment is made.

(e) Family and Medical Leave. Solely to the extent required by law, an Employee who is absent from employment because of a leave of absence under the Family and Medical Leave Act of 1993 shall receive credit for Hours of Service during such absence. Provided, however, that the same Hours of Service shall not be credited under both this subsection and any other provision of this Section.

The provisions of paragraphs (b) and (c) of 29 CFR 2530.200b-2 shall be observed in crediting Hours of Service under this Section, which paragraphs are incorporated herein by reference.

Section 1.34 "Leased Employee" shall mean an individual who is not employed by the Employer but shall be considered an Employee of the Employer if:

- (a) the services of the Leased Employee are provided pursuant to an implied or express agreement between the Employer and a leasing organization;
- (b) the Leased Employee has performed such services for the Employer on a substantially full-time basis for a period of at least one (1) year; and
- (c) such services are of a type actually or historically performed by Employees of the Employer or by employees of an employer in the business field of the Employer. Effective for Plan Years beginning after December 31, 1996, in lieu of the foregoing clause, the individual shall be

considered an Employee only if such services are performed under the primary direction and control of the service recipient.

Provided however, that a Leased Employee shall not be considered an Employee of the Employer if:

- (d) such Leased Employee is covered by a plan maintained by the leasing organization which is a qualified non-integrated money purchase pension plan providing: (1) an employer contribution of at least ten percent (10%) of the Leased Employee's compensation, (2) full and immediate vesting, and (3) immediate eligibility to participate for any Leased Employee who, in each plan year during the four (4)-year period ending with the current plan year, has compensation in excess of one thousand dollars (\$1,000); and
- (e) the number of Leased Employees do not constitute more than twenty percent (20%) of the non-highly compensated employees of the Employer.

Section 1.35 "Limitation Year" shall mean the Plan Year.

Section 1.36 "Normal Retirement Age" shall mean age sixty-five (65).

Section 1.37 "Normal Retirement Benefit" shall mean the benefit to which a Participant is entitled at his Normal Retirement Date.

Section 1.38 "Normal Retirement Date" shall mean, for each Participant, the date on which he attains his Normal Retirement Age.

Section 1.39 "Participant" shall mean any Employee who becomes a participant in the Plan as provided in Article II and who continues to be entitled to any benefits under the Plan.

Section 1.40 "Plan" shall mean the Pension Plan for Employees of the Walker County Board of Commissioners as contained herein and as amended from time to time and shall include the Trust Agreement, as it may be amended from time to time, and the Trust established under said Agreement.

Section 1.41 "Plan Year" shall mean the 12 month period ending on each December 31.

Section 1.42 "Qualified Domestic Relations Order" shall mean a Domestic Relations Order which creates or recognizes the existence of an Alternate Payee's right to, or assigns to an Alternate Payee, the right to receive all or a portion of the benefits payable to a Participant under the Plan.

Section 1.43 "Qualified Joint and Survivor Annuity" shall mean, for a married Participant, an immediate annuity for the life of the Participant with a survivor annuity for the life of his Spouse which is equal to fifty percent (50%) of the amount of the annuity payable during the joint lives of the Participant and his Spouse, and which is the Actuarial Equivalent of the normal form of settlement under the Plan. For a Participant who is not married on his

Annuity Starting Date, Qualified Joint and Survivor Annuity shall mean an immediate annuity payable under the normal form of settlement described in Section 4.02(a).

Section 1.44 "Qualified Preretirement Survivor Annuity" shall mean, for a Participant who dies after his Earliest Retirement Age, the survivor's portion of the benefit that would have been payable if the Participant had retired with an immediate Qualified Joint and Survivor Annuity on the day before his death. For a Participant who dies on or before his Earliest Retirement Age, this term shall mean the survivor's portion of the benefit that would have been payable if the Participant had

- (a) separated from service on the date of death (or actual date of separation from service, if earlier),
- (b) survived to his Earliest Retirement Age,
- (c) retired with an immediate Qualified Joint and Survivor Annuity at his Earliest Retirement Age, and
- (d) died on the following day.

Section 1.45 "Reemployment Date" shall mean the date as of which an Employee is credited with the first Hour of Service upon a resumption of Employment after an interruption in Employment.

Section 1.46 "Retirement Equity Act" shall mean Public Law 98-397 as in effect on the relevant date to be interpreted under the Plan.

Section 1.47 "Service" shall mean the employment relationship as an Employee of the Employer.

Section 1.48 "Service Date" shall mean the date as of which an Employee is credited with the first Hour of Service upon his initial Service.

Section 1.49 "Sponsor" shall mean the Walker County Board of Commissioners.

Section 1.50 "Social Security Retirement Age" shall mean that age set by the Social Security Administration at which time an individual shall be eligible for social security normal retirement benefits, as follows:

<u>Year of Birth</u>	<u>Social Security Retirement Age</u>
Before 1938	65
1938 – 1954	66
1955 or later	67

Section 1.51 "Spouse" or "Surviving Spouse" shall mean the spouse or surviving spouse of the Participant, provided that a former spouse will be treated as the Spouse or Surviving Spouse to the extent provided under a Qualified Domestic Relations Order.

Section 1.52 "Tax Reform Act" shall mean Public Law 98-369 as in effect on the relevant date to be interpreted under the Plan and regulations relative thereto.

Section 1.53 "Trust Agreement" shall mean the agreement establishing a Trust for the assets of the Plan, which is incorporated by reference as part of this Plan.

Section 1.54 "Trust Fund" or "Fund" shall mean the assets, consisting of cash and such other property as shall be paid or delivered to the Trustee, including earnings thereon.

Section 1.55 "Trustee" shall mean the party or parties designated as such in the Trust Agreement marked "Exhibit A", which is incorporated by reference as part of this Plan, or any successors thereto.

Section 1.56 "Valuation Date" shall mean January 1, which is the first day of each Plan Year.

Section 1.57 "Vested Benefit" shall mean the nonforfeitable percentage of the Accrued Benefit to which a Participant is entitled as determined under Section 4.08.

Section 1.58 "Vesting Service" shall mean the sum of an Employee's Years of Service, excluding, however, in the case of an Employee not entitled to a Vested Benefit as of a prior termination of Service, Years of Service prior to a Break in Service if the number of consecutive Breaks in Service equals or exceeds the greater of: (a) five, or (b) the total number of Years of Service before the Break in Service.

Section 1.59 "Year of Service" shall mean the computation period of twelve (12) consecutive months, as set forth herein below, during which an Employee has been credited with at least one thousand (1,000) Hours of Service.

(a) For purposes of eligibility for participation, the initial computation period shall begin on the date which the Employee first performs an Hour of Service. The computation period beginning after a Break in Service shall be measured from the date on which the Employee again performs an Hour of Service. If the Employee failed to complete at least 1,000 Hours of Employment in the initial 12-month period beginning on his Service Date, this condition shall be satisfied upon the first subsequent anniversary thereof following his completion of at least 1,000 Hours of Employment during the preceding 12 consecutive month period.

(b) For purposes of determining Benefit Service and Vesting Service, the computation period shall be the Plan Year.

## ARTICLE II

### ELIGIBILITY AND PARTICIPATION

#### Section 2.01 Eligibility.

- (a) Each Employee who was participating in the Plan immediately prior to this amendment and restatement shall continue his participation in the Plan without interruption. Each other Employee who is not a Leased Employee shall be eligible to become a Participant upon the date on which he completes one (1) Year of Service.
- (b) Each Employee who is a juvenile court judge may elect, at any time prior to the later of completion of one (1) Year of Service or the date the Employee became a juvenile court judge, to waive participation in the Plan.
- (c) Each Participant who is a juvenile court judge and who became a juvenile court judge on or after July 1, 1998 may elect during the period January 1, 2011 through March 31, 2011 to waive participation in the Plan.
- (d) Notwithstanding the provisions of Section 8.02, each Participant who waives participation in the Plan pursuant to subsection (b) may also waive and disclaim any and all rights to a benefit under the Plan to which the Participant is otherwise entitled. However, any such waiver shall be subject to the notice and consent rules applicable to the waiver of Qualified Joint and Survivor Annuities as described in Section 4.02.
- (e) An election made pursuant to this Section shall be irrevocable and shall be made in accordance with the procedures then established by the Plan Administrator. In the event that a Participant waives participation in the Plan, the Participant's accrued benefit shall not increase by reason of additional Benefit Service, Compensation or for any other reason. Each such Participant who fails to make an election to waive participation in the Plan within the election period shall become a Participant or continue to participate in the Plan in accordance with the terms of the Plan from time to time.
- (f) Participants who are employed by the Employer on February 1, 2014 and who are projected to reach age 62 on or before May 22, 2014 may make a one-time election, in accordance with procedures and timing determined by the Employer, to discontinue participation in this Plan, to cease accruals hereunder effective as of May 22, 2014, and to receive a complete distribution of the Participant's Accrued Benefit pursuant to Section 4.13. Such election is irrevocable. The distribution pursuant to Section 4.13 shall be available to a Participant making an election under this paragraph without regard to whether the Participant previously made an election under Section 4.13 within the five years preceding May 22, 2014.

The Accrued Benefit of a Participant who makes the election described in this paragraph shall be the Accrued Benefit determined in accordance with Section 1.01 of the Plan as of May 31, 2014 or the Participant's date of termination if earlier, calculated as if the Participant completed an additional four (4) years of Benefit Service.

- (g) Participants who are employed by the Employer on June 15, 2016 and who are projected to reach age 62 with at least 16 years of Vesting Service on or before August 8, 2016 may make a one-time election, in accordance with procedures and timing determined by the Employer, to discontinue participation in this Plan, to cease accruals hereunder effective as of August 8, 2016, and to receive a complete distribution of the Participant's Accrued Benefit pursuant to Section 4.13. Such election is irrevocable. The distribution pursuant to Section 4.13 shall be available to a Participant making an election under this paragraph without regard to whether the Participant previously made an election under Section 4.13 within the seven years preceding August 8, 2016.

The Accrued Benefit of a Participant who makes the election described in this paragraph shall be the Accrued Benefit determined in accordance with Section 1.01 of the Plan as of August 8, 2016

or the Participant's date of termination if earlier, calculated as if the Participant completed an additional four (4) years of Benefit Service and an additional four (4) years of Vesting Service.

Section 2.02 Entry and Participation. Each Employee who is eligible shall become a Participant and enter the Plan on the Entry Date coincident with or next following the date he shall have satisfied the conditions of eligibility, provided that, effective January 1, 2001, if an Employee who has satisfied the conditions of eligibility is not actively at work on the Entry Date on which he would otherwise enter the Plan, such Employee shall instead become a Participant and enter the Plan on the next succeeding Entry Date on which such Employee is actively at work. For this purpose the term "Entry Date" shall mean the first day of any calendar month. Notwithstanding the foregoing, for participants (i) hired on or after June 1, 2001, or (ii) who have not entered the Plan before June 1, 2002, the term "Entry Date" shall mean January 1 of any calendar year.

Participation in the Plan shall be frozen effective December 31, 2005 for individuals who are not active employees or Participants on that date and who are hired or rehired after that date. No additional Employee hired or rehired after December 31, 2005 shall become a Participant in the Plan. Notwithstanding the foregoing, a Participant who retired and commenced an Early Retirement Benefit or a Normal Retirement Benefit shall not be precluded by this paragraph from again becoming a Participant in the Plan upon being rehired.

Section 2.03 Reemployment. Notwithstanding the foregoing Section, an Employee who is reemployed and who was a Participant, or who had satisfied the conditions of eligibility as of a prior termination of Service, shall become a Participant and enter the Plan on the first day of the Plan Year coincident with or next following his Reemployment Date.

Section 2.04 Acceptance. The Plan shall not be deemed to constitute a contract between the Employer and a Participant or to be a consideration or an inducement for the Service of any Employee. No provisions of the Plan shall be deemed to abridge or limit any managerial right of the Employer, or to give any Employee or Participant the right to be retained in Service, or to interfere with the right of the Employer to discharge any Employee or Participant at any time regardless of the effect which such discharge may have on him as a Participant. By his act of participation in the Plan, each Participant, on behalf of himself, his heirs, assigns and Beneficiary shall be deemed conclusively to have agreed to and accepted the terms and conditions of this Plan.

Section 2.05 Absence in the Armed Services. In the case of an Employee who leaves Service to enter the Armed Services of the United States of America and who returns to Service on or before the expiration of ninety (90) days after the date on which he is entitled to be released from active duty in the Armed Services ( or at such other date as the law may specify as to reemployment), such Service, to the extent required by law, shall be treated as continuous despite such absence and such period of absence shall be included in determining Years of Service for purposes of the Plan.

Section 2.06 USERRA. Effective December 12, 1994, notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with Section 414(u) of the Internal Revenue Code. Effective January 1, 2007, in the case of a Participant who dies while performing qualified military service (as defined in Code section 414(u) and any related legislation or guidance), for

purposes of determining eligibility for any additional benefits to which a Participant's survivors would have become entitled if he had been employed by the Employer on his date of death (including computation of a Participant's vested percentage, but excluding benefit accruals relating to the period of such qualified military service) such Participant will be deemed to have resumed employment prior to his or her death and then to have terminated employment on account of death.

Section 2.07 Ineligible Class. In the event an Employee who is not a member of the eligible class of Employees becomes a member of the eligible class, such Employee shall then participate immediately if he had satisfied the service requirements and would have previously become a participant had he been in the eligible class. If such an Employee has not satisfied the minimum service requirement when he becomes a member of the eligible class, he shall participate as provided in Section 2.01 hereof and his employment in the ineligible class shall be included as service in determining his eligibility.

In the event a Participant becomes ineligible to participate because he is no longer a member of the eligible class of Employees, but he has not incurred a Break in Employment, he shall participate immediately upon his return to an eligible class of Employees. If such a Participant incurs a Break in Employment, his eligibility to participate shall be determined as a former Participant pursuant to Section 2.03 hereof.

## **ARTICLE III**

### **FUNDING OF PLAN**

Section 3.01 Medium of Funding. Investment of all contributions under the Plan and all transactions of the Trust Fund shall be made in accordance with the terms of the Trust Agreement.

Section 3.02 Contributions. The Employer intends to contribute to the Plan, but does not guarantee to do so, an amount no less than that necessary to satisfy the funding requirements of the Plan for each Plan Year. Such amount shall be determined each year by the Actuary under the funding and asset valuation methods used to determine the costs and liabilities of the Plan; provided, however, that such actuarial methods shall be reasonable and not otherwise inconsistent with applicable regulations.

Section 3.03 Prohibition of Reversion. Contributions made by the Employer to the Plan shall be made irrevocably and it shall be impossible for the assets of the Plan to inure to the benefit of the Employer or to be used in any manner other than for the exclusive purpose of providing benefits to Participants and Beneficiaries, and for defraying reasonable expenses of administering the Plan; provided, however, that nothing herein shall be construed to prohibit the return to the Employer of all or part of a contribution which is made by the Employer by a mistake of fact provided the return is made within one year after the payment thereof.

Nothing herein shall be construed to prohibit a distribution to the Employer of any residual assets of the Plan pursuant to Section 7.03 hereof after satisfaction of all liabilities of the Plan to Participants and Beneficiaries in the event of termination of the Plan.

## ARTICLE IV

### BENEFITS

#### Section 4.01 General Provisions Relating to Determination and Payment of Benefits.

##### (a) General Conditions.

(1) Before payment of any benefit hereunder, the Administrator may require that written application therefor must be made by the Participant or Beneficiary, as the case may be, and submitted to the Administrator in such form and manner as it shall uniformly and nondiscriminatorily prescribe.

(2) Any payment made in accordance with the provisions of the Plan to a Participant or Beneficiary, or to their legal representative, shall, to the extent of the method of computation as well as the amount thereof, constitute full satisfaction of claims hereunder against the Trustee, the Committee and the Administrator, any of whom may require such Participant, Beneficiary or legal representative, as a condition precedent to such payment, to execute a receipt and release therefor.

(b) Time of Distribution. Benefits shall be paid as soon as is practicable after the value thereof shall have been determined, in accordance with this Article IV, and when a Participant becomes eligible for a benefit, in accordance with the terms of this Article IV. Unless a Participant elects to defer the payment of his benefits until a later date, the payment shall be made or commenced not later than sixty (60) days after the close of the Plan Year in which the later of the following events occurs:

(2) the Participant reaches his Normal Retirement Date,

(3) the tenth (10th) anniversary of the year in which the Participant began participating in the Plan, or

(4) the Participant terminates his Service with the Employer.

(c) Required Distribution. Distribution of benefits shall commence no later than April 1 following the calendar year in which the Participant attains age seventy and one-half (70 1/2) or in which he retires, whichever is later.

#### Section 4.02 Form of Benefit Payment.

(a) Normal Form of Settlement. The normal form of settlement of any benefit provided under the Plan shall be in the form described as a single life annuity payable monthly to the Participant with no payments guaranteed. Any other form of benefit payment provided under this Section or optional form of payment under Article VI shall be the Actuarial Equivalent of such normal form of settlement.

(b) Joint and Survivor Annuity Requirements. The provisions of this Section shall take precedence over any conflicting provision in this Plan, and shall apply to any Participant who is credited with at least one (1) Hour of Service with the Employer on or after August 23, 1984.

(1) Qualified Joint and Survivor Annuity. Unless an optional form of benefit is selected pursuant to a Qualified Election within the ninety (90)-day period ending on the Annuity Starting Date, a Participant's benefits under the Plan will be paid in the form of a Qualified Joint and Survivor Annuity.

(2) Qualified Election. A waiver of a Qualified Joint and Survivor Annuity or a Qualified Preretirement Survivor Annuity shall be deemed a Qualified Election if it is made in writing on forms provided by the Administrator and if (i) the waiver is made within the ninety (90) day

period ending on the Participant's Annuity Starting Date, (ii) the Participant's Spouse consents in writing to such waiver and to the designation of the specific beneficiary or the form of payment elected, (iii) the Spouse's consent acknowledges the effect of such election and (iv) such election is witnessed by the Plan Administrator or a Notary Public, or it is established to the satisfaction of the Plan Administrator that the consent required under (ii) above may not be obtained because there is no Spouse or because the Spouse cannot be located. Any consent by a Spouse (or establishment that the consent of a Spouse may not be obtained) under the preceding sentence shall be effective only with respect to such Spouse, and any subsequent change in the Beneficiary is invalid without a new consent from the Spouse. The consent of the Spouse may expressly permit designations by the Participant without further consent by the Spouse; in this event, the Spouse must acknowledge that he has the right to limit consent to a specific Beneficiary and/or a form of benefit and that he voluntarily elects to relinquish either or both of such rights.

The number of revocations by the Participant shall not be limited, but the consent of the Spouse to any applicable waiver shall be irrevocable.

(3) Notice Requirements. In the case of a Qualified Joint and Survivor Annuity, the Plan Administrator shall provide each Participant no less than thirty (30) days and no more than ninety (90) days prior to the Annuity Starting Date a written explanation of

- (i) the terms and conditions of a Qualified Joint and Survivor Annuity;
- (ii) the Participant's right to make and the effect of an election to waive the Qualified Joint and Survivor Annuity;
- (iii) the rights of the Participant's Spouse;
- (iv) the right to make, and the effect of, a revocation of a previous election to waive the Qualified Joint and Survivor Annuity; and
- (v) the relative values of the various optional forms of benefit under the Plan.

However, effective January 1, 2011, if the Participant, after having received the written explanation described above, affirmatively elects a form of distribution and the spouse consents to that form of distribution (if necessary), the Annuity Starting Date may be less than thirty (30) days after the written explanation was provided to the Participant, provided that the Plan Administrator provides information to the Participant clearly indicating that the Participant has a right to at least thirty (30) days to consider whether to waive the Qualified Joint and Survivor Annuity and consent to another form of distribution.

#### Section 4.03 Limitation on Benefits.

- (a) Notwithstanding any other provision of the Plan, the annual benefit to which a Participant is entitled under the Plan shall not, in any limitation year, be in an amount which would exceed the applicable limitations under Code section 415 (as they apply to plans maintained by state and local governments) and regulations thereof, including, effective January 1, 2008, the final regulations thereunder issued April 5, 2007 which regulations are incorporated herein by this reference. If the benefit payable under the Plan would (but for this Section) exceed the limitations of Code section 415 by reason of a benefit payable under another defined benefit plan aggregated with this Plan under Code section 415(f), the benefit under this Plan shall be reduced only after all reductions have been made under such other plan. As of January 1 of each calendar year commencing on or after January 1, 2002, the dollar limitation as determined by the Commissioner of Internal Revenue for that calendar year shall become effective as the maximum permissible dollar amount of benefit payable under the Plan during the limitation year ending within that calendar year.

The application of the provisions of this article shall not cause the maximum permissible benefit for any Participant to be less than the Participant's accrued benefit under all the defined benefit plans of the Employer or a predecessor employer as of the end of the last limitation year beginning before July 1, 2007 under provisions of the plans that were both adopted and in effect before April 5, 2007. The preceding sentence applies only if the provisions of such defined benefit plans that were both adopted and in effect before April 5, 2007 satisfied the applicable requirements of statutory provisions, regulations, and other published guidance relating to Code section 415 in effect as of the end of the last limitation year beginning before July 1, 2007, as described in Section 1.415(a)-1(g)(4) of the Income Tax Regulations.

(b) The increased limitations of Code section 415(b) effective on and after January 1, 2002 shall apply solely to employees participating in the Plan who have one Hour of Service on or after January 1, 2002.

(c) The term "limitation year" is the 12-month period used for application of the limitations under Code section 415 and, unless a different 12-month period has been elected by the Employer in accordance with rules or regulations issued by the Internal Revenue Service or the Department of Labor, shall be the calendar year.

(d) For purposes of applying the adjustments required under Code section 415(b)(2), the "applicable interest rate" shall be the annual rate of interest on 30-year Treasury securities, as specified by the Commissioner of Internal Revenue, for the month preceding the Plan Year in which falls the Annuity Starting Date for the distribution. The "applicable mortality table" shall be the table prescribed by the Secretary of the Treasury as described in Code Section 415(b)(2)(E)(v). Effective January 1, 2008, "applicable interest rate" is the interest rate prescribed by Code Section 417 ( e )(3 )( C ) as it reads on or after the first day of the 2008 Plan Year for the second month preceding the first day of the calendar year in which the determination is made.

#### Section 4.04 Normal Retirement.

(a) Condition. A Participant who retires on his Normal Retirement Date shall be entitled to receive a Normal Retirement Benefit.

(b) Normal Retirement Benefit. The Normal Retirement Benefit, which shall commence on the Participant's Normal Retirement Date, shall be determined as one-twelfth of the sum of

(i) one and one-tenth percent (1.1%) of the Participant's Average Compensation multiplied by Benefit Service,

(ii) sixty-five hundredths of one percent (.65%) of the Participant's Average Excess Compensation multiplied by Benefit Service to a maximum of thirty-five (35) years, and

(iii) the participant's Purchased Benefit as defined in Section 4.04(e)

Effective for a Participant whose employment ends after February 29, 2004 and before January 1, 2005 with more than thirty-five years of Benefit Service and who elects on or before December 31, 2004 to have this paragraph apply to him or her, the 35-year maximum in (ii) above shall be increased to the number of years of Benefit Service the Participant had earned as of his or her termination date. Furthermore, if the Participant is subsequently rehired, the Participant's Benefit Service for the purpose of (i) and (ii) above shall be limited to the Participant's Benefit Service as of his or her previous termination date and Compensation earned after rehire shall be disregarded for the purpose of determining Average Compensation.

Effective for a Participant whose employment ends on or after January 1, 2010, the maximum years of Benefit Service of thirty-five (35) years shall not apply, regardless of whether the Participant made the election described in the preceding paragraph.

Furthermore, the second sentence of the preceding paragraph shall not apply for Participants earning an Hour of Service on or after January 1, 2010, so that the Accrued Benefit of such a Participant who elected the application of the first sentence of this paragraph and who was subsequently rehired will be determined without regard to the limitations imposed by the second sentence of this paragraph.

Effective for Participants whose employment with the Employer ends before July 1, 1996 the Normal Retirement Benefit shall commence as of the Participant's Normal Retirement Date and be a monthly benefit equal one-twelfth (1/12) of (i) plus (ii) where

- (i) is seven tenths of one percent (.7%) of the Participant's Average Compensation multiplied by his Benefit Service, and
- (ii) is one percent (1.0%) of his Average Excess Compensation multiplied by his Benefit Service.

(c) Normal Retirement Benefit Fully Vested. Notwithstanding any other provision in the Plan, a Participant's Normal Retirement Benefit shall be nonforfeitable upon his attainment of his Normal Retirement Age.

(d) Minimum Benefit. In the case of any Participant who on June 30, 1996 was a Participant in this Plan, the Accrued Benefit of such Participant shall not be less than the Accrued Benefit determined as of June 30, 1996 under the terms of the Plan immediately preceding July 1, 1996.

(e) Purchased Benefit. Any active Participant who:

- (i) prior to employment with the Employer, was employed by another state or political subdivision of a state, in employment comparable to his employment with the Employer,
- (ii) has completed five (5) years of Vesting Service, and
- (iii) contributes to the Plan an amount equal to the Actuarial Equivalent of the Purchased Benefit, shall have his Accrued Benefit increased as provided in Section 4.04(b)(iii).

The Purchased Benefit shall be equal to the Participant's Accrued Benefit calculated under Section 1.01 and this Section, without regard to Section 4.04(b)(iii), by including in the Participant's Benefit Service the service performed in such comparable employment, as if such service had been performed for the Employer, minus the Participant's Accrued Benefit calculated under Section 1.01 and this Section, without regard to Section 4.04(b)(iii) and without including such comparable service. The Purchased Benefit and the amount of the required contribution shall be calculated as the first day of the month following the date the Participant elects to purchase the additional benefit under this subsection. Such election shall be made in accordance with procedures established by the Employer. The Purchased Benefit shall not increase or decrease thereafter as the result of increases or decreases in Average Compensation or for any other reason. The contribution determined under Section (e)(iii) will accrue interest at the rate of five percent per year, compounded monthly from the date the amount of such contribution is determined and must be paid to the Plan in no more than sixty (60) equal monthly installments commencing on the last day of the month that includes the date as of which the amount of the required contribution is determined or in a single lump sum on or before the due date of the first monthly installment.

#### Section 4.05 Early Retirement.

(a) Condition. A Participant may retire on his Early Retirement Date whereupon he shall be entitled to an Early Retirement Benefit.

(b) Early Retirement Benefit. The Early Retirement Benefit is a single lump sum benefit payable as of the Participant's Early Retirement Date that is the Actuarial Equivalent of the Participant's Accrued Benefit expressed as a single life annuity commencing on the Participant's

Early Retirement Date, without reduction for early commencement. This Section shall be subject to the provisions of Section 5.07.

Alternatively, the Participant may elect to defer commencement of his benefit to Normal Retirement Date, at which time the Accrued Benefit will be paid in accordance with Article V.

**Section 4.06 Delayed Retirement.**

- (a) **Condition.** A Participant who continues Service beyond his Normal Retirement Date shall be eligible to retire on a Delayed Retirement Date.
- (b) **Delayed Retirement Benefit.** The Delayed Retirement Benefit, which shall commence as of the Participant's Delayed Retirement Date, shall be equal to his Accrued Benefit calculated as of his Delayed Retirement Date.

**Section 4.07 Disability.**

- (a) **Definition and Determination of Disability.** Disability shall mean:
  - (1) During the first 24 months of Disability, the Participant must be unable to engage in his or her regular occupation.
  - (2) After 24 months of Disability, the Participant must be unable to engage in any occupation for which he or she is or could be suited by reason of education, training, or experience.
  - (3) A condition that requires regular treatment by a licensed physician.
  - (4) A condition caused by accidental bodily injury occurring, or disease first manifesting itself, on or after January 1, 1995, but before the Participant's Normal Retirement Date.
  - (5) A condition that has continued for 6 consecutive months.

Notwithstanding (1)-(3) above, Disability shall mean the permanent, total loss of the sight of both eyes, the use of both hands, the use of both feet, or, the use of one hand and one foot.

Disability Retirement Date shall mean the first day of the month following determination of Disability.

Effective for Participants whose employment with the Sponsor ends before January 1, 1995, Disability shall mean any medically determinable physical or mental impairment of a Participant which results in the Participant being eligible for and receiving Social Security disability benefits. The determination as to the existence and continuation of a Participant's Disability shall be made by the Sponsor on the basis of such medical and other evidence as in its judgment is necessary to make such determination. If the Sponsor determines from such evidence that the Disability of such Participant has ceased so that his Social Security disability benefits have terminated and he has not reached his Normal Retirement Date or returned to Employment, all his rights to any benefits payable thereunder this Plan on account of such Disability shall cease. If such Participant refuses for a period of 12 consecutive months to furnish to the Sponsor reasonable information requested by the Sponsor for such determination, then all his rights to any benefit under this Plan on account of such Disability shall cease.

- (b) **Condition.** In the event a Participant is determined to be disabled as defined in subsection (a) hereinabove and has completed one ( 1 ) Year of Service, he will be entitled to receive a benefit as provided in subsection ( c ) hereinbelow.
- (c) **Disability Benefit.** Effective for Participants whose employment with the Employer ends before January 1, 1985, the Disability Benefit, determined as of the Participant's date of termination of Service, may be either (1) or (2) where

(1) is a deferred benefit payable at his Normal Retirement Date equal to his Accrued Benefit, and

(2) is an immediate benefit, if requested in writing by the Participant to the Sponsor, equal to the Actuarial Equivalent of his Accrued Benefit.

The Disability Benefit is an immediate benefit commencing on the Disability Retirement Date, determined as of the Participant's date of termination of Service equal to the Accrued Benefit determined under Section 1.01.

Except as provided in the following paragraph, effective for any Participant whose employment with the Employer ends on or after January 1, 1995, notwithstanding any other provisions to the contrary, the Disability Benefit shall be payable in the form of a life annuity with no payments guaranteed.

Effective for any Participant who is living on the date of his sixtieth birthday, commences a Disability Benefit either before or after age sixty, and is not entitled to a death benefit provided under Section 4.10(d), notwithstanding any other provisions to the contrary, upon the death of the Participant, the Disability Benefit shall continue to be paid to the Participant's Beneficiary until the earlier of the first day of the first month following the date the Participant would have reached age seventy (70) or the first day of the one hundred twentieth (120th) month following the Participant's death. Payments shall continue for the remainder of such period in the monthly amount payable to the Participant prior to his death. However, the Beneficiary of the Participant with respect to whom the benefit under this paragraph is payable may elect to have such benefit payable in an Actuarially Equivalent lump sum in lieu of the period certain annuity, provided such election is made in such manner and time prescribed by the Plan Administrator for making such election.

If the Participant ceases to be Disabled, returns to employment with the Employer within a reasonable time thereafter, and subsequently terminates employment with the Employer, the Participant's Accrued Benefit and vested Accrued Benefit shall be computed on the basis of his Benefit Service and Vesting Service as of the date of his subsequent termination of Service, including all Benefit Service and Vesting Service earned prior to his absence due to Disability, regardless of the number of consecutive Breaks in Service incurred during such absence.

#### Section 4.08 Vesting.

(a) Condition. If a Participant terminates Service and if he then does not become entitled to receive a benefit under any preceding Section of this Article IV, he may be entitled to a Vested Benefit under this Section.

(b) Vested Benefit. The Vested Benefit shall be computed by multiplying the amount of Accrued Benefit by the nonforfeitable percentage applicable as of the date of the Participant's termination of Service determined from the following schedule:

<u>Vesting Service</u>	<u>Percentage of Account Vested</u>
Less than 3	0%
3	20%
4	40%
5	60%
6	80%
7 and over	100%

Notwithstanding any other provision of the Plan to the contrary, the right of any Participant to receive any benefits payable under this Section shall not be forfeited or waived if such Participant's employment with the Employer is terminated for any reason, provided that such termination occurs after such Participant has met the requirements which would qualify him for benefits hereunder.

(c) Payment of Vested Benefit. A Participant who separates from service with a vested Accrued Benefit prior to reaching the earlier of Early Retirement Date or Normal Retirement Date shall be paid the Actuarial Equivalent of such benefit in a single sum. Any such payment shall be in lieu of the benefits otherwise payable hereunder. For purposes of this Section, if the present value of the Participant's vested Accrued Benefit is zero, the Participant shall be deemed to have received a distribution of such vested benefit. Distributions pursuant to this Section shall be subject to the provisions of Section 5.07.

Notwithstanding the above, no single sum payment may be made to the recipient of a Qualified Joint and Survivor Annuity after the Annuity Starting Date, unless the Participant and his spouse (or where the Participant has died, the surviving spouse) consent in writing to such distribution.

#### Section 4.09 Preretirement Death Benefit.

(a) Condition. In the event a Participant dies before his Annuity Starting Date, a death benefit shall be payable as provided in subsection (b) hereof.

(b) Death Benefit.

(1) Participant With No Surviving Spouse.

(A) Amount of Death Benefit. Subject to subparagraphs (B), (C), and (D) below, if the Participant is not married at the time of his death or if the Participant waives the benefit under paragraph (2) pursuant to paragraph (3), the Death Benefit shall be a lump sum amount payable to the Participant's Beneficiary, in the amount of the greatest of (i) sixty (60) times his projected Normal Retirement Benefit at the beginning of the Plan Year; (ii) ten thousand dollars (\$10,000); or (iii) a lump sum equal to the Actuarial Equivalent of the deferred Vested Benefit commencing on the Participant's Normal Retirement Age.

(B) Life Insurance Contracts. For the purpose of funding the death benefit under subparagraph (A) above, in full or in part, the Trustee may purchase contracts of life insurance on the lives of Participants from such qualified life insurance company or companies and in such forms (including but not limited to group term life insurance) and amounts as the Sponsor shall designate in accordance with the terms of this Section. The Trustee shall be the owner of the contracts issued hereunder and shall make the premium payments thereon from the Trust Fund. At the discretion of the Employer such payments can be made directly by the Employer and treated as a contribution to and payment by the Trust Fund. Dividend payments, if any, on such contracts shall be applied to reduce premium payments.

As the amount of Death Benefit under this paragraph (1) increases from one year to the next, additional contracts may be purchased or the face amount of the policy increased annually, but only if the additional face amount of each contract is at least \$1,000. Should the amount of such Death Benefit with respect to any Participant decrease from one year to the next, the face amount of the contract or contracts on the life of such Participant may be reduced as of the next premium due date or contract anniversary.

(C) Form of Contract. The life insurance contracts purchased on Participants' lives shall be of the universal life, level premium ordinary life, or group term life type.

(D) Condition. The Beneficiary of a Participant shall be eligible for the Death Benefit under this paragraph (1) as of the first day of the month following the Participant's death, provided the Participant completed one (1) year of participation in the Plan prior to the Participant's death.

(E) Payment of Proceeds; Disposition of Contracts.

(i) Should the death of a covered Participant occur during his employment, the proceeds payable under the contract or contracts purchased hereunder shall be paid by the Trustees to his Beneficiary after receipt of such proceeds from the insurance carrier.

(ii) Should the employment of a covered Participant terminate other than by reason of death or retirement, the cash value, if any, of any life insurance contract purchased on his life shall be subject to the vesting provisions of Section 4.08 and, upon such termination of Employment, such Participant shall at his option be entitled to either the vested portion of such cash value as determined under Section 4.08 and payable pursuant to Section 4.02, or an assignment of the contract to him by the Trustee upon payment to the Trustee of an amount equal to the non-vested portion of the total cash value of the contract or contracts if such payment is made within 30 days following the date upon which his employment was terminated. Should such contract be assigned to a Participant without payment of the non-vested portion of the cash value thereof, such portion shall be charged against his Vested Benefit.

(iii) Upon termination of a covered Participant's employment other than by reason of death or retirement, any non-vested portion of the cash value of any contract purchased hereunder shall, upon surrender of such contract by the Trustee, be forfeited and shall be applied to reduce future contributions.

(iv) Upon retirement of a covered Participant, the Sponsor may in its discretion direct the Trustee either to surrender the contract or contracts for their cash value and to pay such cash value to the retired Participant as a retirement benefit pursuant to Section 4.02, or to distribute the contract or contracts to the retired Participant by assigning to him the ownership thereof.

(v) In the event a contract having a cash value is distributed to a Participant hereunder, his Accrued Benefit shall be adjusted to reflect the Actuarial Equivalent of such cash value.

(2) Participant With Surviving Spouse - Qualified Preretirement Survivor Annuity. If the Participant is married at the time of his death and does not elect to waive the benefit under this paragraph (2) pursuant to paragraph (3), the Death Benefit shall be a monthly amount, payable to the Participant's Spouse, equal to the greater of:

(i) the Actuarially Equivalent benefit for the life of the Spouse which can be provided by the lump sum amount described in Section 4.09(b)(1); or

(ii) the Qualified Preretirement Survivor Annuity.

Generally, payment of the benefit to the surviving spouse will commence at the Earliest Retirement Age. However, the spouse may elect to have the Death Benefit commence at some earlier or later date, in an amount equal to the Actuarial Equivalent of the benefit payable hereunder. Further, the spouse of a Participant with respect to whom the Death Benefit under this paragraph is payable may elect to have such benefit payable in an Actuarially Equivalent lump sum in lieu of the lifetime benefit, provided such election is made prior to the date the lifetime benefit would otherwise commence.

(3) Waiver of Qualified Preretirement Survivor Annuity.

(i) The Plan Administrator shall provide a Participant with a written explanation in non-technical language of: (1) the terms and conditions of the Qualified Preretirement Survivor Annuity, (2) his right to elect to waive the benefit and the effect of such election, (3) the rights of the Participant's Spouse with respect to such election, and (4) the right to make and the effect of a revocation of a previous election. Such notice shall be given within a reasonable period ending after the individual becomes a Participant.

(ii) A Participant may elect to waive the Qualified Preretirement Survivor Annuity only if the following conditions are met:

(I) The waiver is made on or after the later of the date on which the notice described above is provided or the date the Participant marries and before the date of the Participant's death.

(II) The Participant's Spouse to whom the Participant is married on the date of his death has consented in writing to such waiver and to the designation of the beneficiary or the form of benefits elected. Such consent must be witnessed by a notary public or Plan representative, must be filed with the Plan Administrator, and must acknowledge the effect of such waiver. No consent is required if it is established to the satisfaction of the Plan Administrator that the Participant does not have a Spouse or that the Spouse cannot be located. The election to waive the Qualified Preretirement Survivor Annuity may be revoked by the Participant at any time prior to his Annuity Starting Date.

Section 4.10 Post-Retirement Death Benefit. Except as specifically provided below in the case of Disability, if a Participant dies after payment of benefits has commenced, the only death benefit payable shall be the survivor portion, if any, payable in accordance with the form of benefit elected by the Participant in accordance with Section 5.01.

Section 4.11 Required Minimum Distributions. Effective January 1, 2002, all distributions required under this Section shall be determined and made in accordance with a good faith interpretation of Code Section 401(a)(9) as in effect on January 1, 2002 or as hereafter amended.

Section 4.12 No Duplication of Benefits. Notwithstanding any provision of the Plan which may be construed to the contrary, a Participant or Beneficiary shall not be entitled to two separate benefits under the Plan which are attributable to the same period of Service. Accordingly, if benefit payments are made to or in respect of the same Participant the determination of which is based upon the same period of Service as the benefits previously paid, the benefit currently payable shall be reduced to reflect the Actuarial Equivalent value of the benefits previously paid.

Section 4.13 Benefit Commencement While Employed

(a) Notwithstanding any provisions of the Plan to the contrary, a Participant may make an election to receive an in-service distribution of his vested retirement benefit under the Plan in accordance with the provisions of this Section if, as of the date of the Participant's election, the Participant (i) has attained at least age 62, and (ii) is actively employed by the Employer. Any election made under this Section shall be made in a time and manner determined by the

Administrator. If a Participant elects an Early Annuity Starting Date (as defined in (b) below) under this Section, the Participant may not elect another such Early Annuity Starting Date that is less than five years after the previous Early Annuity Starting Date.

(b) Subject to the notice, timing, and spouse consent requirements described in Section 4.02, a Participant who elects to receive an in-service distribution of his retirement benefit under this Section shall commence receiving his retirement benefit beginning as of such date as the Participant may specify in his election (the "Early Annuity Starting Date") which shall be no earlier than the first day of the calendar month after the date the Administrator receives the Participant's written application to have his benefit commence in accordance with the Section. The Participant's in-service retirement benefit shall be paid in the form of a single lump sum that is the Actuarial Equivalent of the Participant's vested Accrued Benefit determined as of the Early Annuity Starting Date (the "Early Accrued Benefit") adjusted as follows. If the Participant has reached his Early Retirement Date, the Early Accrued Benefit shall not be reduced for early commencement. If the Participant has not reached his Early Retirement Date, the Early Accrued Benefit shall be reduced as described in Section 4.08(c) as if the Participant had ceased employment on the day immediately preceding the Early Annuity Starting Date. The Participant's Early Annuity Starting Date shall be his Annuity Starting Date with respect to the Early Accrued Benefit and the "election to commence benefits under this Section while employed shall be irrevocable on and after such Early Annuity Starting Date.

(c) Upon later termination of a Participant who received an in-service distribution under this Section, the Participant's Normal or Delayed Retirement Benefit shall be recalculated pursuant to Section 4.04 or 4.06(b), as appropriate, based on the formula then in effect, his Average Compensation at the time of his separation, and his Credited Service before and after his Early Annuity Starting Date, reduced by the Early Accrued Benefit. The Participant shall then be entitled to make a benefit election pursuant to Section 4.02 and Article V with respect to this recalculated Normal or Delayed Retirement Benefit (after the Early Accrued Benefit offset).

(d) Upon the Participant's death after his Early Annuity Starting Date, the death benefit, if any, payable to the Participant's Beneficiary shall be determined under the terms of the Plan as if the Participant's Accrued Benefit consisted of only the Participant's Accrued Benefit reduced by his Early Accrued Benefit.

(e) Notwithstanding anything in this Section to the contrary, if a Participant retires, dies or otherwise terminates his employment with the Employer prior to the effective date of his election to receive an in-service retirement benefit, he shall receive his retirement benefit in accordance with all the provisions of the Plan other than this Section.

**Section 4.14 Enhanced Retirement Benefit.** This Section is effective June 15, 2009.

(a) An enhanced Retirement Benefit shall be payable to certain eligible Participants as described in this Section 4.13. The Retirement Benefit described in this Section shall be in lieu of any other Benefit payable under the Plan.

(b) In order to qualify for the enhanced Retirement Benefit under this Section, a Participant must satisfy all of the following eligibility requirements:

(i) The Participant must have completed fifteen (15) or more Years of Vesting Service before termination of employment and must be projected to attain age sixty (60) on or before August 7, 2009. For this purpose, if a Participant terminated, received a complete distribution of his benefit in a single sum, and was rehired prior to June 15, 2009, all of such Participant's Vesting Service (whether earned before such termination or after rehire) will be included.

(ii) The Participant must be notified by the Employer that his or her employment with the Employer will terminate on August 7, 2009.

(iii) The Participant must furnish written notice of the Participant's intent to accept this enhanced Retirement Benefit to the Employer during the period beginning June 15, 2009 and ending July 31, 2009.

(iv) The Participant must sign a release of claims against the Employer in the form attached and incorporated by reference.

(c) The enhanced Retirement Benefit of a Participant who has not passed his Normal Retirement Date as of his Annuity Starting Date shall be his Normal Retirement Benefit determined in accordance with Section 4.04 of the Plan as of the Participant's date of termination, calculated as if:

(i) The Participant completed an additional five (5) years of Benefit Service, and

(ii) The Participant is fully vested on his Annuity Starting Date.

If a Participant terminated, received a complete distribution of his Accrued Benefit in a single sum, and was rehired prior to June 15, 2009, the Normal Retirement Benefit under Section 4.04 will be based on the Participant's Average Compensation as of his latest termination date and shall take into account only Benefit Service earned since the Participant's most recent termination of employment when the Participant received a complete distribution of his accrued benefit in a single sum. Upon commencement, such benefit shall not be reduced for commencement prior to the Participant's Normal Retirement Date under Section 4.04.

(d) The enhanced Retirement Benefit of a Participant who has passed his Normal Retirement Age as of his Annuity Starting Date shall be his Late Retirement Benefit under Section 4.06 plus a supplemental benefit determined as if the Participant had earned only five (5) years of Vesting Service and five (5) years of Benefit Service as of his Annuity Starting Date, but based on his actual Final Average Compensation.

(e) A Participant's enhanced Retirement Benefit shall commence on September 1, 2009 or any later date that is permitted under the Plan that is after the date the Participant terminates employment with the County and that is at least seven (7) days after the date the Participant furnishes written notice of the Participant's intent to accept the enhanced Retirement Benefit in accordance with subsection (b)(iii).

(f) Notwithstanding the foregoing, each Participant who elected to participate in the Enhanced Retirement Benefit by complying with the requirements of subsection (b) and whose benefit commenced on September 1, 2009, pursuant to a benefit election under Sections 4.01, 4.02 and Article V, may revoke the benefit form election by written notification of such revocation and repayment of all amounts distributed to him plus interest at the rate of seven percent (7%) on or before November 15, 2009. Upon such revocation and repayment and on or before December 15, 2009, the Participant shall make a new benefit form election pursuant to Plan provisions otherwise applicable to benefit elections with an Annuity Starting Date of December 15, 2009.

Section 4.15 Enhanced Retirement Benefit II. This Section is effective November 15, 2010.

(a) An enhanced Retirement Benefit shall be payable to certain eligible Participants as described in this Section 4.14. The Retirement Benefit described in this Section shall be in lieu of any other Benefit payable under the Plan.

(b) In order to qualify for the enhanced Retirement Benefit under this Section, a Participant must satisfy all of the following eligibility requirements:

(i) The Participant must have completed fifteen (15) or more Years of Vesting Service before termination of employment and must be projected to attain age fifty-nine and a half (59

1/2) on or before January 15, 2011. For this purpose, if a Participant terminated, received a complete distribution of his benefit in a single sum, and was rehired prior to November 15, 2010, all of such Participant's Vesting Service (whether earned before such termination or after rehire) will be included.

(ii) The Participant must be notified by the Employer that his or her employment with the Employer will terminate on January 15, 2011. Provided however:

(a) in order to facilitate an orderly transition of the responsibilities of state court judges, the January 15, 2011 termination date shall be extended until July 31, 2011 for such state court judges.

(b) in order to facilitate an orderly transition of the responsibilities of Maintenance Shop Supervisor, the January 15, 2011 termination date shall be extended until June 30, 2011 for such Maintenance Shop Supervisor.

(iii) The Participant must furnish written notice of the Participant's intent to accept this enhanced Retirement Benefit to the Employer during the period beginning November 15, 2010 and ending December 31, 2010. Provided however:

(a) with respect to any Participant for whom the termination date specified in Section 4.14(b)(ii)(a) has been extended until July 31, 2011, the Participant's election period shall begin February 7, 2011 and shall end at least 45 days later no later than March 24.

(b) with respect to any Participant for whom the termination date specified in Section 4.14(b)(ii)(b) has been extended until June 30, 2011, the Participant's election period shall begin May 7, 2011 and shall end at least 45 days later no later than June 21.

(iv) The Participant must sign a release of claims against the Employer in the form attached and incorporated by reference.

(c) The enhanced Retirement Benefit of a Participant who has not passed his Normal Retirement Date as of his Annuity Starting Date shall be his Normal Retirement Benefit determined in accordance with Section 4.04 of the Plan as of the Participant's date of termination, calculated as if:

(i) The Participant completed an additional five (5) years of Benefit Service, and

(ii) The Participant is fully vested on his Annuity Starting Date.

If a Participant terminated, received a complete distribution of his Accrued Benefit in a single sum, and was rehired prior to November 15, 2010, the Normal Retirement Benefit under Section 4.04 will be based on the Participant's Average Compensation as of his latest termination date and shall take into account only Benefit Service earned since the Participant's most recent termination of employment when the Participant received a complete distribution of his accrued benefit in a single sum Upon commencement, such benefit shall not be reduced for commencement prior to the Participant's Normal Retirement Date under Section 4.04.

(d) The enhanced Retirement Benefit of a Participant who has passed his Normal Retirement Age as of his Annuity Starting Date shall be his Late Retirement Benefit under Section 4.06 plus a supplemental benefit determined as if the Participant had earned only five (5) years of Vesting Service and five (5) years of Benefit Service as of his Annuity Starting Date, but based on his actual Final Average Compensation.

(e) A Participant's enhanced Retirement Benefit shall commence on February 1, 2011 (or in the case of a Participant for whom the termination date specified in Section 4.14(b)(ii)(a) has been extended until July 31, 2011, on August 1, 2011, or in the case of a Participant for whom the termination date specified in Section 4.14(b)(ii)(b) has been extended until June 30, 2011, on July 1, 2011) or any later date that is permitted under the Plan that is after the date the Participant terminates employment with the County and that is at least seven (7) days after the date the

Participant furnishes written notice of the Participant's intent to accept the enhanced Retirement Benefit in accordance with subsection (b)(iii).

Section 4.16 Enhanced Retirement Benefit III. This Section is effective September 24, 2012.

(a) An Enhanced Retirement Benefit III shall be payable to certain eligible Participants as described in this Section 4.15. The Retirement Benefit described in this Section shall be in lieu of any other Benefit payable under the Plan.

(b) In order to qualify for the Enhanced Retirement Benefit III under this Section, a Participant must satisfy all of the following eligibility requirements:

(i) The Participant must have completed fifteen (15) or more Years of Vesting Service before termination of employment and must be projected to attain age fifty-nine and a half (59 1/2) on or before November 15, 2012. For this purpose, if a Participant terminated, received a complete distribution of his benefit in a single sum, and was rehired prior to September 24, 2012, all of such Participant's Vesting Service (whether earned before such termination or after rehire) will be included.

(ii) The Participant must be notified by the Employer that his or her employment with the Employer will terminate on November 15, 2012 if the Enhanced Retirement Benefit III is accepted by the Participant.

(iii) The Participant must furnish written notice of the Participant's intent to accept this Enhanced Retirement Benefit III to the Employer during the period beginning September 24, 2012 and ending November 8, 2012.

(iv) The Participant must sign a release of claims against the Employer in the form attached and incorporated by reference.

(c) The Enhanced Retirement Benefit III of a Participant who has not passed his Normal Retirement Date as of his Annuity Starting Date shall be his Normal Retirement Benefit determined in accordance with Section 4.04 of the Plan as of the Participant's date of termination, calculated as if:

(i) The Participant completed an additional five (5) years of Benefit Service, and

(ii) The Participant is fully vested on his Annuity Starting Date.

If a Participant terminated, received a complete distribution of his Accrued Benefit in a single sum, and was rehired prior to September 24, 2012, the Normal Retirement Benefit under Section 4.04 will be based on the Participant's Average Compensation as of his latest termination date and shall take into account only Benefit Service earned since the Participant's most recent termination of employment when the Participant received a complete distribution of his accrued benefit in a single sum. Upon commencement, such benefit shall not be reduced for commencement prior to the Participant's Normal Retirement Date under Section 4.04.

(d) The Enhanced Retirement Benefit III of a Participant who has passed his Normal Retirement Age as of his Annuity Starting Date shall be his Late Retirement Benefit under Section 4.06 plus a supplemental benefit determined as if the Participant had earned only five (5) years of Vesting Service and five (5) years of Benefit Service as of his Annuity Starting Date, but based on his actual Final Average Compensation.

(e) A Participant's Enhanced Retirement Benefit III shall commence on December 1, 2012 or any later date that is permitted under the Plan that is after the date the Participant terminates employment with the County and that is at least seven (7) days after the date the Participant furnishes written notice of the Participant's intent to accept the Enhanced Retirement Benefit III in accordance with subsection (b)(iii).

Section 4.17 Enhanced Retirement Benefit IV. This Section is effective March 31, 2014.

(a) An Enhanced Retirement Benefit JV shall be payable to certain eligible Participants as described in this Section 4.17. The Enhanced Retirement Benefit described in this Section shall be in lieu of any other Benefit payable under the Plan.

(b) In order to qualify for the Enhanced Retirement Benefit IV under this Section, a Participant must satisfy all of the following eligibility requirements:

- (i) The Participant must be employed by the Employer on February 1, 2014.
- (ii) The Participant must not have commenced payment of his or her benefit prior to May 31, 2014, in a form of payment other than a lump sum.
- (iii) The Participant must be projected to attain age forty-five (45) on or before May 22, 2014 and must not be eligible to make the election provided in Section 2.01 (f). For this purpose, if a Participant terminated, received a complete distribution of his benefit in a single sum, was rehired prior to March 31, 2014, and accrued an additional benefit thereafter all of such Participant's Vesting Service (whether earned before such termination or after rehire) will be included.
- (iv) The Participant must be notified by the Employer that his or her employment with the Employer will terminate on May 22, 2014 if the Enhanced Retirement Benefit IV is accepted by the Participant.
- (v) The Participant must furnish written notice of the Participant's intent to accept this Enhanced Retirement Benefit IV to the Employer during the period beginning February 1, 2014 and ending May 15, 2014.
- (vi) The Participant must sign a release of claims against the Employer in the form attached and incorporated by reference.

(c) The Enhanced Retirement Benefit IV of a Participant who makes an election under this Section shall be his vested Accrued Benefit determined in accordance with Section 1.01 of the Plan as of the Participant's date of termination, calculated as if the Participant completed an additional four (4) years of Benefit Service.

(d) If a Participant terminated, received a complete distribution of his Accrued Benefit in a single sum, was rehired prior to March 31, 2014, and accrued an additional benefit thereafter, the Accrued Benefit under Section 1.01 will be based on the Participant's Average Compensation as of his latest termination date (determined without regard to whether the Compensation was earned before or after such previous termination) and shall take into account only Benefit Service earned since the Participant's most recent termination of employment when the Participant received a complete distribution of his accrued benefit in a single sum.

(e) A Participant's Enhanced Retirement Benefit IV shall commence on May 31, 2014 or any later date that is permitted under the Plan that is after the date the Participant terminates employment with the County and that is at least seven (7) days after the date the Participant furnishes written notice of the Participant's intent to accept the Enhanced Retirement Benefit IV in accordance with subsection (b)(iii).

(f) Participants who are employed by the Employer on May 12, 2014 and who are projected to reach age 62 on or before July 7, 2014 may make a one-time election, in accordance with procedures and timing determined by the Employer, to discontinue participation in this Plan, to cease accruals hereunder effective as of July 7, 2014, and to receive a complete distribution of the Participant's Accrued Benefit pursuant to Section 4.13. Such election is irrevocable. The distribution pursuant to Section 4.13 shall be available to a Participant making an election under

this paragraph without regard to whether the Participant previously made an election under Section 4.13 within the five years preceding July 7, 2014.

The Accrued Benefit of a Participant who makes the election described in this paragraph shall be the Accrued Benefit determined in accordance with Section 1.01 of the Plan as of July 31, 2014, calculated as if the Participant completed an additional four (4) years of Vesting and Benefit Service.

Section 4.18 Enhanced Retirement Benefit V. This Section is effective May 12, 2014.

(a) An Enhanced Retirement Benefit V shall be payable to certain eligible Participants as described in this Section 4.18. The Retirement Benefit described in this Section shall be in lieu of any other Benefit payable under the Plan.

(b) In order to qualify for the Enhanced Retirement Benefit V under this Section, a Participant must satisfy all of the following eligibility requirements:

(i) The Participant must be projected to attain age fifty six (56) on or before July 7, 2014. For this purpose, if a Participant terminated, received a complete distribution of his benefit in a single sum, and was rehired prior to May 12, 2014, all of such Participant's Vesting Service (whether earned before such termination or after rehire) will be included.

(ii) The Participant must not have commenced benefits under the Plan as of a date before July 31, 2014, in a payment form other than a lump sum.

(iii) The Participant would have reached his or her Early Retirement Date on or before July 7, 2014 if and only if the Participant is credited with the additional Vesting Service described in subsection (c) below.

(iv) The Participant must be notified by the Employer that his or her employment with the Employer will terminate on July 7, 2014 if the Enhanced Retirement Benefit V is accepted by the Participant.

(v) The Participant must furnish written notice of the Participant's intent to accept this Enhanced Retirement Benefit V to the Employer during the period beginning May 12, 2014 and ending July 14, 2014.

(vi) The Participant must sign a release of claims against the Employer in the form attached and incorporated by reference.

(c) The Enhanced Retirement Benefit V of a Participant who has not passed his Normal Retirement Date as of his Annuity Starting Date shall be his Normal Retirement Benefit determined in accordance with Section 4.04 of the Plan as of the Participant's date of termination, calculated as if the Participant completed an additional four (4) years of Vesting and Benefit Service.

If a Participant terminated, received a complete distribution of his Accrued Benefit in a single sum, and was rehired prior to May 12, 2014, the Normal Retirement Benefit under Section 4.04 will be based on the Participant's Average Compensation as of his latest termination date and shall take into account only Benefit Service earned since the Participant's most recent termination of employment when the Participant received a complete distribution of his accrued benefit in a single sum.

(d) A Participant's Enhanced Retirement Benefit V shall commence on July 31, 2014.

Section 4.19 Enhanced Retirement Benefit VI. This Section is effective June 15, 2016.

(a) An Enhanced Retirement Benefit VI shall be payable to certain eligible Participants as described in this Section 4.19. The Enhanced Retirement Benefit described in this Section shall be in lieu of any other Benefit payable under the Plan.

(b) In order to qualify for the Enhanced Retirement Benefit VI under this Section, a Participant must satisfy all of the following eligibility requirements:

- (i) The Participant must be employed"by the Employer on June 15, 2016.
- (ii) The Participant must not have commenced payment of his or her benefit prior to August 8, 2016, in a form of payment other than a lump sum.
- (iii) The Participant must be projected to attain either age fifty-five (55) with at least 21 years of Vesting Service or age sixty (60) with at least 16 years of Vesting Service on or before August 8, 2016 and must not be eligible to make the election provided in Section 2.01 (g). For this purpose, if a Participant terminated, received a complete distribution of his benefit in a single sum, was rehired prior to August 8, 2016, and accrued an additional benefit thereafter all of such Participant's Vesting Service (whether earned before such termination or after rehire) will be included.
- (iv) The Participant must be notified by the Employer that his or her employment with the Employer will terminate on August 8, 2016 if the Enhanced Retirement Benefit VI is accepted by the Participant.
- (v) The Participant must furnish written notice of the Participant's intent to accept this Enhanced Retirement Benefit VI to the Employer during the period beginning June 15, 2016 and ending August 1, 2016.
- (vi) The Participant must sign a release of claims against the Employer in the form attached and incorporated by reference.

(c) The Enhanced Retirement Benefit VI of a Participant who makes an election under this Section shall be his vested Accrued Benefit determined in accordance with Section 1.01 of the Plan as of the Participant's date of termination, calculated as if the Participant completed an additional four (4) years of Benefit Service and an additional four (4) years of Vesting Service.

(d) If a Participant terminated, received a complete distribution of his Accrued Benefit in a single sum, was rehired prior to August 8, 2016, and accrued an additional benefit thereafter, the Accrued Benefit under Section 1.01 will be based on the Participant's Average Compensation as of December 31, 2012 (determined without regard to whether the Compensation was earned before or after such previous termination) and shall take into account only Benefit Service earned since the Participant's most recent termination of employment when the Participant received a complete distribution of his accrued benefit in a single sum.

(e) A Participant's Enhanced Retirement Benefit VI shall commence on August 31, 2016 or any later date that is permitted under the Plan that is after the date the Participant terminates employment with the County and that is at least seven (7) days after the date the Participant furnishes written notice of the Participant's intent to accept the Enhanced Retirement Benefit VI in accordance with subsection (b)(iii).

## ARTICLE V

### OPTIONAL RETIREMENT BENEFITS

Section 5.01 Election of Optional Retirement Benefit. Subject to written notice of a Participant's election filed with the Administrator in such form and manner as the Administrator shall require, any Participant entitled to receive a benefit under the Plan may elect to receive a benefit payable in accordance with one of the options hereinafter set forth in lieu of the normal form of settlement (or the Qualified Joint and Survivor Annuity, if applicable) under the Plan provided that the election of a form of benefit hereunder may not be revoked or changed after a Participant's Annuity Starting Date. Election of any such option shall not be subject to the approval of the Administrator unless required by the terms of the option. In no event may an optional form of payment be elected which provides for payment of the benefit over a period of time exceeding the Participant's life expectancy or the joint life expectancy of the Participant and his designated Beneficiary. If a Participant elects a form of benefit which provides for payment to a contingent annuitant or a Beneficiary after such Participant's death, the final payment to the Participant as primary annuitant shall be made on the first day of the month next following the month of his death.

Section 5.02 Determination of Optional Benefit. The amount of any benefit payable in accordance with options provided in this Article shall be determined as of the date payment thereof is made or commenced as the Actuarial Equivalent of the normal form of settlement (as defined in Section 4.02(a)). Any option elected must comply with section 401(a)(9) of the Code and the regulations thereunder. Under any option elected which provides for payments to a Beneficiary after the death of a Participant, except under Option 1 if the Participant's Spouse is the Beneficiary, the actuarial present value of all payments to the Participant must be more than fifty percent (50%) of the actuarial present value of payments to the Participant and his Beneficiary.

#### Section 5.03 Description of Options.

Option 1 Optional Joint and Survivor Annuity. This form of benefit is payable monthly to the Participant for life and a percentage (50%, 75% or 100%) of such amount, as elected by the Participant, shall continue after his death to his surviving Beneficiary for life.

Option 2 Life Annuity with 60, 120 or 180 Payments Guaranteed. This form of benefit is payable monthly to the Participant for life with the first 60, 120 or 180 monthly payments guaranteed, as elected by the Participant. Any guaranteed payments due after the death of the Participant shall be payable to his designated Beneficiary, if any, who survives the Participant, or if there is no surviving designated Beneficiary, the commuted value of any remaining guaranteed payments shall be payable in a lump sum to the Participant's estate. If the surviving designated Beneficiary should die before all guaranteed payments have been paid, the commuted value of any remaining guaranteed payments shall be payable in a lump sum to the estate of said Beneficiary.

Option 3 Special Design. This form of optional benefit, which is subject to approval of the Administrator, may provide any other form of settlement which fits the particular needs and circumstances of a Participant including, but not limited to, a single lump sum payment to the Participant; provided, however, that periodic installments under this option shall be substantially level, and, provided further, that in no case shall there be any settlement which permits the

Participant to elect irrevocably prior to retirement to have all or a part of his nonforfeitable interest in the Plan, which would otherwise become payable to him during his lifetime, paid to his Beneficiary.

Notwithstanding any other provisions to the contrary (other than Section 4.0 1(b) which shall take precedence over this paragraph), any lump sum payment to a Participant whose termination of Service occurs before his/her Early Retirement Date shall be paid no earlier than the time the Participant attains the age of sixty (60).

Option 4     Direct Rollover. Notwithstanding any provision of the Plan to the contrary that would otherwise limit a Distributee's election under this Section, a Distributee may elect, at the time and in the manner prescribed by the Plan Administrator, to have any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the Distributee in a Direct Rollover.

Option 5     Level Income Annuity. Under this form of benefit, payment of monthly installments will commence in either the Normal Form (in the case of a Participant who is not married on the Annuity Starting Date) or a 100% Joint and Survivor Annuity (in the case of a Participant who is married on the Annuity Starting Date) as provided in Article IV and will be actuarially adjusted so that a larger income will be available from a Participant's Early Retirement Date to age sixty-two (62) and a smaller income will be available thereafter. The amounts shall be determined so that, to the greatest extent possible, the Participant will have a level income available taking into account both Benefits payable under this Plan and the Participant's Social Security retirement benefits.

Option 6     Lump Sum. Under this form of benefit, payment of a single lump sum that is the Actuarial Equivalent of the Accrued benefit will be paid to the Participant as soon as practical following the Normal Retirement Date or Deferred Retirement Date. Any such benefit will be in lieu of the benefits otherwise payable hereunder.

Section 5.04     Election of Options. A Participant or Beneficiary entitled to a benefit under the Plan may elect, upon written notice of such election filed with the Administrator in such form and manner as prescribed by the Administrator, to receive such benefit payable in accordance with any one of the options provided above. The election of any option may be revoked and a new option elected, but election of any option hereunder shall be duly filed prior to the date benefits would otherwise be paid or commenced, and in no event shall an election be permitted after the initial distribution or commencement of payment of any benefit.

Section 5.05     Cancellation of Election. The election of a Participant of any option under this Article involving survivor payments shall be null and void if the Participant's designated Beneficiary shall die before benefit payments commence, and benefits shall be payable pursuant to the normal form of settlement.

Section 5.06     Purchase of Annuities. The Administrator may at any time in its discretion direct the Trustee to purchase annuities from an insurance company to provide benefits otherwise payable under the Plan. Any such annuity which is distributed to a Participant or Beneficiary shall be endorsed as "nontransferable".

**Section 5.07 Default Rollover to IRA.** In the event a Participant fails to make an affirmative election to either receive the lump sum payment, under Section 4.05(b), 4.08(c), or Option 6 of Section 5.03, in cash or have it directly rolled over to an eligible retirement plan pursuant to the provisions of Section 5.03 Option 4 within such election period as shall be prescribed by the Plan Administrator and such lump sum payment exceeds \$1,000, the Plan Administrator shall direct the Trustee to transfer such lump sum payment to an individual retirement plan (within the meaning of Section 7701(a)(37) of the Code) ("IRA") selected by the Plan Administrator. The IRA shall be maintained for the exclusive benefit of the Participant on whose behalf such transfer is made. The transfer shall occur as soon as practicable following the end of the election period. The funds in the IRA shall be invested in an investment product designed to preserve principal and provide a reasonable rate of return, whether or not such return is guaranteed, consistent with liquidity, as determined from time to time by the Plan Administrator. In implementing the provisions of this paragraph, the Plan Administrator shall:

- (i) enter into a written agreement with each IRA provider setting forth the terms and conditions applicable to the establishment and maintenance of the IRAs in conformity with applicable law and
- (ii) furnish Participants with notice of the Plan's automatic rollover provisions, including, but not limited to, a description of the nature of the investment product in which the assets of the IRA will be invested and how the fees and expenses attendant to the IRA will be allocated, and a statement that a Participant may roll over the assets of the IRA to another eligible retirement plan. Such notice shall be provided to Participants in such time and form as shall be prescribed by the Plan Administrator in accordance with applicable law.

## ARTICLE VI

### ADMINISTRATION OF PLAN

Section 6.01 Plan Administrator. The Administrator of the Plan shall have the sole power, duty and responsibility of directing the administration of the Plan in accordance with the provisions herein set forth. The Administrator shall have the sole and absolute right and power to construe and interpret the provisions of the Plan and administer it for the best interests of Employees including, but not limited to, the following powers and duties:

- (a) to construe any ambiguity and interpret any provision of the Plan or supply any omission or reconcile any inconsistencies in such manner as it deems proper;
- (b) to determine eligibility to become a Participant in the Plan in accordance with its terms;
- (c) to decide all questions of eligibility for, and determine the amount, manner, and time of payment of, any benefits hereunder, and to afford any person dissatisfied with such decision or determination, upon written notice thereof, the right to a full and fair hearing thereon;
- (d) to establish uniform rules and procedures to be followed by Participants and Beneficiaries in filing applications for benefits, in furnishing and verifying proofs necessary to determine age, and in any other matters required to administer the Plan;
- (e) to adopt such reasonable funding policy and method and actuarial valuation method as it deems necessary or desirable, and to receive and review the annual actuarial valuation report on the Plan;
- (f) to receive and review reports of the financial condition and of the receipts and disbursements of the Fund from the Trustee, and to determine and communicate to the Trustee the long-term and short-term financial goals of the Plan;
- (g) to file such reports and statements with, and to make such disclosures to, the Secretary of Labor or his delegate and the Internal Revenue Service as required by law;
- (h) to furnish to Participants and Beneficiaries such information and statements, with respect to the Plan and their individual interests therein, as required by law, and any additional information as deemed to be appropriate by the Administrator; and
- (i) to establish reasonable procedures for determining whether a Domestic Relations Order is a Qualified Domestic Relations Order pursuant to the Plan and the Retirement Equity Act.

All directions by the Administrator shall be conclusive on all parties concerned, including the Trustee, and all decisions of the Administrator as to the facts of any case and the meaning, intent, or proper construction of any provision of the Plan, or as to any rule or regulation in its application to any case shall be final and conclusive; provided, however, that all rules and decisions of the Administrator shall be uniformly and consistently applied to all Employees in similar circumstances, and the Administrator shall have no power to administratively add to, subtract from or modify any of the terms of the Plan, or to change, add to or subtract from any benefits provided by the Plan, or to waive or fail to apply any requirements of eligibility for participation or for benefits under the Plan.

Section 6.02 Claims Procedure. If, upon application for benefits made by a Participant or Beneficiary pursuant to Section 4.01, the Administrator shall determine that benefits applied for shall be denied either in whole or in part, the following provisions shall govern:

- (a) Notice of Denial. The Administrator shall, upon its denial of a claim for benefits under the Plan, provide the applicant with written notice of such denial setting forth (1) the specific reason or reasons for the denial, (2) specific reference to pertinent Plan provisions upon which

the denial is based, (3) a description of any additional material or information necessary for the claimant to perfect the claim, and (4) an explanation of the claimant's rights with respect to the claims review procedure as provided in subsection (b) of this Section.

(b) Claims Review. Every claimant with respect to whom a claim is denied shall, upon written notice of such denial, have the right to (1) request a review of the denial of benefits by written notice delivered to the Administrator, (2) review pertinent documents, and (3) submit issues and comments in writing.

(c) Decision on Review. The Administrator shall, upon receipt of a request for review submitted by the claimant in accordance with subsection (b), appoint a committee for the purpose of conducting such review, and provide the claimant with written notice of the decision reached by the said committee setting forth the specific reasons for the decision and specific references to the provisions of the Plan upon which the decision is based. Such notice shall be delivered to the claimant not later than sixty (60) days following the receipt of the claimant's request, or, in the event that the Administrator shall determine that a hearing is needed, not later than one hundred and twenty (120) days following receipt of such request.

Section 6.03 Records. All acts, determinations and correspondence with respect to the Plan shall be duly recorded and all such records, together with such other documents, including the Plan and all amendments thereto, if any, pertinent to the Plan or the administration thereof, shall be preserved in the custody of the Administrator and shall at all reasonable times be made available to Participants and Beneficiaries for examination.

Section 6.04 Delegation of Authority. The administrative duties and responsibilities of the Administrator as set forth in this Article and elsewhere in the Plan may be delegated by the Administrator in whatever manner it chooses, in whole or in part, to an Administrative Committee consisting of such persons as the Administrator shall select. The Administrator shall certify to the Trustee in writing as to the membership and extent of authority of such Committee and any changes relative thereto as may occur from time to time. The authority of the Committee shall be deemed to be that of the Administrator to the extent so certified by the Administrator. The Trustee shall be entitled to rely on the last such certification received and to continue to rely thereon until subsequent written certification to the contrary is received from the Administrator. The Administrator shall indemnify and hold harmless the members of the Administrative Committee, and each of them, from any liability arising from the effects and consequences of their acts, omissions and conduct in their official capacity with respect to the Plan and the administration thereof, except to the extent that such liability shall result from their own willful misconduct or gross negligence.

The Administrator, or the Administrative Committee to which it has delegated its duties and responsibilities hereunder, may employ such competent agent or agents as it may deem appropriate or desirable to perform such ministerial duties or consultative, actuarial, or other services as the Administrator or its Committee may in its discretion deem necessary to facilitate the efficient and proper administration of the Plan. The Administrator and its Administrative Committee shall be entitled to rely upon all reports, advice and information furnished by such agent or agents, and all action taken or suffered by them in good faith in reliance thereon shall be conclusive upon all such agents, Participants, Beneficiaries and other persons interested in the Plan.

Section 6.05 Legal Incompetence. If any Participant or Beneficiary is a minor, or is in the judgment of the Administrator otherwise legally incapable of personally receiving and giving a valid receipt for any payment due him hereunder, the Administrator may, unless and until a

claim shall have been made by a. guardian or conservator of such person duly appointed by a court of competent jurisdiction, direct the Trustee that payment be made to such person's spouse, child, parent, brother or sister, or other person deemed by the Administrator to be a proper person to receive such payment. Any payment so made shall be a complete discharge of any liability under the Plan for such payment.

**Section 6.06 Correction of Errors.** If any change in records or error results in any Participant or Beneficiary receiving from the Plan more or less than he would have been entitled to receive had the records been correct or had the error not been made, the Administrator, upon discovery of such error, 'shall correct the error by adjusting, as far as is practicable, the payments in such manner that the benefits to which such person was correctly entitled shall be paid.

**Section 6.07 Qualified Domestic Relations Order Procedure.** In the case of any Domestic Relations Order received by the Plan Administrator, the Plan Administrator shall promptly notify the Participant and the Alternate Payee of the receipt of such order and the Plan's procedures for determining the qualified status of Domestic Relations Orders, and within a reasonable period after receipt of such order, the Plan Administrator shall determine whether such order is a Qualified Domestic Relations Order and notify the Participant and each Alternate Payee of such determination.

The Plan shall establish reasonable procedures to determine the qualified status of Domestic Relations Orders and to administer distributions under such qualified orders. Such procedures shall be in writing, shall provide for the notification of each person specified in a Domestic Relations Order as entitled to payment of benefits under the Plan (at the address included in the Domestic Relations Order) of such procedures promptly upon receipt by the Plan of the Domestic Relations Order, and shall permit an Alternate Payee to designate a representative for receipt of copies of notices that are sent to the Alternate Payee with respect to a Domestic Relations Order.

During any period in which the issue of whether a Domestic Relations Order is a Qualified Domestic Relations Order is being determined (by the Plan Administrator, by a court of competent jurisdiction, or otherwise), the Plan Administrator shall segregate in a separate account in the Plan or in an escrow account the amounts which would have been payable to the Alternate Payee during such period if the order had been determined to be a Qualified Domestic Relations Order. If within eighteen (18) months, it is determined that the order is not a Qualified Domestic Relations Order, or the issue as to whether such order is a Qualified Domestic Relations Order is not resolved, then the Plan Administrator shall pay the segregated amounts (plus any interest thereon) to the person or persons who would have been entitled to such amounts if there had been no order.

Any determination that an order is a Qualified Domestic Relations Order which is made after the close of the eighteen (18)-month period shall be applied prospectively only.

If the Plan Administrator or any fiduciary acts in accordance with this subtitle in treating a Domestic Relations Order as being (or not being) a Qualified Domestic Relations Order, or taking action under the preceding paragraph, then the Plan's obligation to the Participant and each Alternate Payee shall be discharged to the extent of any payment made pursuant to the Retirement Equity Act.

## ARTICLE VII

### AMENDMENT OR TERMINATION

Section 7.01 Amendment of Plan. The Sponsor shall have the right at any time to modify, alter or amend the Plan in whole or in part by instrument in writing duly executed by the Sponsor and delivered to and acknowledged by the Trustee; provided, however, that no amendment shall have the effect of causing or permitting any part of the Fund to be used for or diverted to, purposes other than for the exclusive benefit of Participants and Beneficiaries and no amendment shall have the effect of revesting in an Employer any portion of the Fund. No amendment to the vesting schedule shall deprive a Participant of his nonforfeitable rights to benefits accrued to the date of the amendment. No amendment shall operate to increase the duties and responsibilities of the Trustee except by written instrument duly executed by and between the Sponsor and the Trustee.

Section 7.02 Termination of Plan. Although the Sponsor expects the Plan to be continued indefinitely, it reserves the right to at any time terminate the Plan by action of the Board. In the event of termination of the Plan, the Sponsor shall notify the Trustee in writing of such termination and, prior to any distribution of assets hereunder, shall file notice, in such form and manner as is required by law.

Section 7.03 Residual Assets. To the extent permitted by law, any residual assets of the Plan shall be distributed to the Employers if all liabilities of the Plan to Participants and Beneficiaries have been satisfied. If this Section of the Plan is amended and the Plan previously did not contain a provision for the reversion of residual assets to the Employers upon Plan termination, this Section shall first become effective at the end of the fifth (5th) calendar year following the date of the adoption of this Restatement.

Section 7.04 Mergers. In the event of any merger or consolidation with, or transfer of assets or liabilities to, any other retirement plan, the benefit hereunder to which a Participant or Beneficiary would be entitled, shall, immediately after such merger, consolidation or transfer (if the Plan then terminated), be equal to or greater than such benefit would have been immediately before such merger, consolidation or transfer (if the Plan had then terminated).

Effective on the date this document is executed, the Pension Plan for Employees of Walker County Sheriff's Department, its assets and liabilities are merged into this Plan.

Section 7.05 Rights Nonforfeitable. Upon termination or partial termination of the Plan, the rights of all affected Participants and Beneficiaries, to the extent then funded, shall be nonforfeitable without regard to Section 4.08, and shall be determined in accordance with this Article VII. Distribution of assets shall be made by the Trustee in accordance with this Article VII. Any annuity contracts distributed shall be nontransferable.

Section 7.06 Failure of Internal Revenue Service Qualification. This Plan is adopted by the Sponsor upon the condition that it shall qualify initially under the applicable provisions of the Internal Revenue Code. Therefore, if the Plan fails to so qualify, as evidenced by receipt of a letter to such effect from the Internal Revenue Service, then the Sponsor reserves the right to either:

- (a) terminate the Plan hereunder whereupon no Participant shall have any right or claim to any of the assets hereunder which are derived from Employer contributions, notwithstanding any other provision hereof; or
- (b) amend the Plan to the extent necessary to secure a favorable determination that the Plan is so qualified.

## ARTICLE VIII

### MISCELLANEOUS

Section 8.01 Liability of Employer. No Employee, Participant or Beneficiary shall have any right or claim to any benefit under the Plan except in accordance with its provisions. The adoption of the Plan shall not be construed as creating any contract of employment between the Employer and any Employee or otherwise conferring upon any Employee or other person any legal right to continuation of Service, nor as limiting or qualifying the right of the Employer to discharge any Employee without regard to the effect that such discharge might have upon his rights under the Plan.

Section 8.02 Spendthrift Clause. No interest, right or claim in or to any part of the Trust Fund or any payment therefrom shall be assignable, transferable or subject to sale, mortgage, pledge, hypothecation, garnishment, attachment, execution, or levy of any kind whatsoever, and the Trustee shall not issue any certificate or other documentation representing any interest, right or claim in or to any part of the Trust Fund. The foregoing shall not apply to judgments, orders and decrees issued after, and settlement agreements entered into on or after, August 5, 1997 to the extent permitted by Code Section 401(a)(13)(C) and (D).

Notwithstanding the preceding, payment to an Alternate Payee according to the terms of a Qualified Domestic Relations Order and the withholding of federal income tax shall not be considered an assignment or alienation of benefits under the Plan.

Section 8.03 Successor to Business of Employer. Any successor to the business of the Employer may continue the Plan and such successor shall thereupon succeed to all the rights, powers and duties of the Employer hereunder. The Service of any Employee who has continued in the employ of such successor shall not be deemed to have been terminated or severed for any purpose hereunder.

In the event that the Employer is reorganized or all or substantially all of its assets are sold without any provision being made for the continuance of this Plan by a successor to the business of the Employer, the Plan shall terminate and the assets shall be distributed as provided in Section 7.03 hereof.

Section 8.04 Conflict of Provisions. If any provision or term of this Plan, or of the Trust Agreement entered into pursuant hereto, is deemed to be at variance with, or contrary to, any law of the United States or applicable state law, the provision of the law shall be deemed to govern.

Section 8.05 Successors to Trustee. The provisions of this Plan, and of the Trust Agreement entered into pursuant hereto, shall bind and inure to the benefit of the successors to the Trustee named in said Agreement.

Section 8.06 Definition of Words. Feminine or neuter pronouns shall be substituted for those of the masculine form, and the plural shall be substituted for the singular, in any place or places herein where the context may require such substitution or substitutions.

Section 8.07 Titles. The titles of Articles and Sections are included for convenience only and shall not be construed as a part of the Plan or in any respect to affect or modify its provisions.

Section 8.08 Execution of the Plan. This document may be executed in any number of counterparts and each fully executed counterpart shall be deemed an original.

**IN WITNESS WHEREOF, the Sponsor has caused the Plan to be signed by its duly authorized officer and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2025.**

WALKER COUNTY CHAIR/CEO

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

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

Angela Teems

**RECEIVED & ACKNOWLEDGED**

**BY THE TRUSTEES**

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

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

Christy Anderson

Carter Brown

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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

Steve Rogers, Jr.

Date: \_\_\_\_\_

---

---

PENSION PLAN FOR EMPLOYEES OF  
THE WALKER COUNTY COMMISSIONER  
EXHIBIT A  
TRUST AGREEMENT

---

---

## INDEX

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
I	THE TRUST	
	1.01 The Trust	2
II	CONTRIBUTIONS TO TRUSTEE	
	2.01 Contributions to Trustee	3
III	MANAGEMENT OF FUND	
	3.01 Investment Powers	4
	3.02 Investment of Trust Fund	5
	3.03 Insurance Contracts	5
	3.04 Liability of Trustee	5
	3.05 Court Actions	6
	3.06 Appointment of Investment Manager	6
	3.07 Payments from Trust Fund	7
IV	FIDUCIARY RESPONSIBILITIES	
	4.01 Exclusive Benefit Rule	8
	4.02 Prudent Man Rule	8
	4.03 Prohibited Transactions	8
	4.04 Conflict of Interest	9
	4.05 Foreign Investments	9
	4.06 Exemptions	9
V	ACCOUNTING AND REPORTS	
	5.01 Accounts	10
	5.02 Reports	10
VI	PAYMENT OF BENEFITS	
	6.01 Payments	11
	6.02 Direction of Committee	11
	6.03 Impossibility of Performance	11
VII	EXPENSES	
	7.01 Expenses	12
	7.02 Taxes	12

VIII	CHANGE OF TRUSTEE	
	8.01 Resignation, Removal or Addition of Trustee	13
	8.02 Transfer of Assets to a Successor Trustee or Other Medium of Funding	13
IX	AMENDMENT OR TERMINATION	
	9.01 Amendment or Termination	14
X	EXECUTION OF AGREEMENT	15

THIS AGREEMENT (the "Agreement"), entered into by and between The Walker County Commissioner (the "Employer"), a municipality with its principal place of business in LaFayette, Georgia, and Roy E. Parrish, Jr. and Bebe Heiskell as Trustees (the "Trustee");

WITNESSETH THAT:

WHEREAS, the Employer has adopted the Pension Plan for Employees of the Walker County Commissioner (the "Plan"), which is intended to qualify as a defined benefit plan under Section 401(a) of the Internal Revenue Code for the exclusive benefit of its employees; and

WHEREAS, the Plan, of which this Agreement forms an integral part, provides that investment of all contributions made to the Plan and all transactions thereunder shall be made under the terms of a trust agreement as it may be amended from time to time;

NOW, THEREFORE, in consideration of the foregoing and of the further obligations and undertakings as hereinafter set forth, it is hereby agreed as follows:

## ARTICLE I THE TRUST

Section 1.01 The Trust. The Employer, in accordance with the terms of the Plan, hereby establishes this Trust, and whenever the word "Plan" is used herein, it shall be deemed to include this Agreement and the Trust established hereby. The Trust Fund (the "Fund") shall consist of such cash and other property as shall be paid or delivered from time to time to the Trustee, together with the earnings and profits thereon. The Fund shall be held, managed, and administered by the Trustee in trust without distinction between principal and income in accordance with the provisions of this Agreement. This Agreement shall be administered, construed and enforced according to the laws of the State of Georgia.

Defined terms, when used herein, shall have the same meaning as in the Plan except where the context requires a different meaning herein.

ARTICLE II  
CONTRIBUTIONS TO TRUSTEE

Section 2.01 Contributions to Trustee. Contributions shall be paid to the Trustee from time to time in accordance with the terms of the Plan. It shall be the duty of the Trustee to receive, hold, invest, reinvest and distribute the Fund in accordance with the provisions of this Agreement. The Trustee shall be under no duty to enforce payment of any contribution to the Fund and shall not be responsible for the adequacy of the Fund to meet and discharge any liabilities under the Plan.

### ARTICLE III MANAGEMENT OF FUND

Section 3.01 Investment Powers. The Trustee shall be responsible for the management of the Fund and the Trustee shall, except as otherwise limited and restricted by the provisions of this Agreement and of ERISA, be authorized and empowered as follows:

- (a) to invest and reinvest the principal and income of the Fund in its discretion in any and all stocks, bonds, notes, debentures, mortgages, trust certificates, insurance company contracts and in such other property, real or personal, investments and securities of any kind, class or character, as the Trustee may deem suitable for the Trust, including savings accounts, time deposits and units of any common trust fund;
- (b) to keep in its discretion such portion of the Fund in cash or cash balances as the Trustee may from time to time deem to be in the best interest of the Trust;
- (c) to sell, exchange, convey, transfer or otherwise dispose of any property held by it, by private contract or at public auction;
- (d) to vote or to refrain from voting upon any stocks, bonds or other securities; to give general or special proxies or powers of attorney with or without power of substitution; to exercise any conversion privileges, subscription rights or other options and to make any payments incidental thereto; to consent to or otherwise participate in corporate reorganizations or other changes affecting corporate securities and to delegate discretionary powers and to pay any assessments or charges in connection therewith, and generally to exercise any of the powers of an owner with respect to stocks, bonds, securities or other property held in the Fund;
- (e) to make, execute, acknowledge and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;
- (f) to register any investment of the Fund in its own name or in the name of a nominee or nominees and to hold any investment in bearer form, but the books and records of the Trustee shall at all times show that all such investments are part of the Fund;
- (g) to employ suitable agents and counsel with approval of the Administrator, and to pay their reasonable expenses and compensation.

**Section 3.02 Investment of Trust Fund.**

The Trustee, if so directed by the Administrator, shall establish and maintain additional separate investment accounts for investment of a Participant's Individual Account under such rules as shall from time to time be agreed to between the Administrator and Trustee. In this event, the investment provisions and valuation, allocation and distribution procedures shall be established by mutual agreement between them and shall be communicated to the Employees and appropriate election opportunities granted to them, if any, subject to Article III of the Plan and further subject to restrictions on Participant investment found in the Code.

**Section 3.03 Insurance Contracts.** If directed to do so in writing by the Administrator, the Trustee may invest in life insurance contracts or may purchase from a life insurance company specified by the Administrator non-transferable annuity contracts if deemed appropriate by the Administrator to properly carry out or safeguard the obligations under the Plan. With respect to Employer Contributions, in no event shall there be more than 50% or alternatively, 25% of the Individual Account of any Participant invested, respectively, in whole life or group term life contracts.

**Section 3.04 Liability of Trustee.**

(a) The Trustee shall be a "named fiduciary" under ERISA with respect to the Plan and shall control and manage the assets of the Plan to the extent and manner set forth in this Trust and according to the fiduciary responsibilities as set out in Article IV of this Trust; and, further, under the authority and discretion permitted by ERISA and subject to the limitations and restrictions imposed by ERISA. As governed by ERISA and the above stated Trust provisions, the Trustee shall be liable for its failure to carry out the terms of this Agreement, or any instructions of the Employer or its agent, or any Participant, issued in accordance with this Agreement. The Trustee shall not be responsible for relying upon advice given by any competent counsel or other agent employed by the Trustee or Employer, or for the making, retention, or sale of any investment or reinvestment made by it or for any loss to or diminution of the Fund, except due to its own negligence, willful misconduct, lack of good faith, or conduct otherwise constituting a breach of fiduciary duty.

(b) A Trustee shall not be liable for acts or omissions of another Trustee (or other fiduciary under ERISA with respect to the Plan) unless (i) the Trustee knowingly participates in, or knowingly attempts to conceal the act or omission of the other Trustee (or fiduciary) and the Trustee knows the act or omission is a breach of a fiduciary responsibility of the other Trustee (or fiduciary), or (ii) the Trustee has knowledge of a breach of fiduciary responsibility by the other Trustee (or fiduciary) and does not make reasonable efforts to remedy this breach, or (iii) the Trustee's breach of its own fiduciary responsibility permits the other Trustee (or fiduciary) to commit the breach. Except as set forth in the preceding sentence, the Trustee shall not be liable for the acts or omissions of an investment manager appointed pursuant to Section 3.06 hereof.

**Section 3.05 Court Actions.** The Trustee shall not be required to receive any order or consent of any court as a prerequisite to taking any action hereunder, or to file any court return or to report to any court.

**Section 3.06 Appointment of Investment Manager.** The Employer may employ an Investment Manager to manage the investment and reinvestment of assets held in the Fund. As used herein, "Investment Manager" shall mean any person, whether natural or legal, which is registered as an investment adviser under the Investment Advisers Act of 1940, which has acknowledged in writing that it is a Fiduciary with respect to the Plan, and whose extent of authority and responsibility with respect to Fund investments has been identified by written agreement with the Trustee. Such authority and responsibility may extend to the making, acquisition, retention, sale or other disposition of fund investments to the same extent that the Trustee is otherwise authorized and empowered under the terms of this agreement.

Notwithstanding any other provision of this Agreement, if such Investment Manager is employed in accordance with this Section, the Trustees shall not have any discretionary authority or responsibility with respect to the making, retention or disposition of any investments or reinvestments of the Fund to the extent that such authority and responsibility has been given to such Investment Manager, but rather shall act upon and pursuant to the prudent direction of the Investment Manager.

Section 3.07 Payments from Trust Fund. The Trustee shall from time to time make payments out of the Trust Fund to such persons, in such manner, in such amounts and for such purpose as may be directed by the Plan Administrator and, upon any such payment being made, the amount thereof shall no longer constitute a part of the Trust Fund. The Trustee shall not be responsible for the adequacy of the Trust Fund to meet and discharge any and all liabilities under the Plan.

## ARTICLE IV FIDUCIARY RESPONSIBILITIES

Section 4.01 Exclusive Benefit Rule. Subject to applicable provisions of the Plan regarding contributions made under a mistake of fact, contributions which are disallowed as a deduction under Section 404 of the Code, and contributions conditioned upon Internal Revenue Service qualification of the Plan, it shall be impossible for any part of the corpus or income of the Fund to be used for, or diverted to, purposes other than for the exclusive benefit of Participants and Beneficiaries, and the Trustee, the Employer and the Administrator shall discharge their respective duties under the Plan solely in the interest of Participants and Beneficiaries and for the exclusive purpose of providing benefits to Participants and their Beneficiaries and of defraying reasonable expenses of administering the Plan.

Section 4.02 Prudent Man Rule. In discharging its duties, the Trustee shall act with the skill, prudence and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims as follows:

- (a) by diversifying the investments of the Trust so as to minimize the risk of large losses, unless under the circumstances it is clearly prudent not to do so; and
- (b) in accordance with the documents and instruments governing the Plan insofar as such documents and instruments are consistent with the provisions of ERISA.

Section 4.03 Prohibited Transactions. The Trustee shall not cause the Plan to engage in any transaction if it knows or should know that such transaction constitutes, directly or indirectly, a prohibited transaction under ERISA.

Section 4.04 Conflict of Interest. The Trustee shall not engage in the following:

- (a) dealing with the assets of the Plan in its own interest or for its own account;

(b) in its individual or in any other capacity, acting in any transaction involving the Plan or on behalf of a party (or representing a party) where interests are adverse to the interest of the Plan or the interest of its Participants or Beneficiaries; or

(c) receiving any consideration for its own account from any party dealing with the Plan in connection with a transaction involving the assets of the Plan.

Notwithstanding the foregoing, however, nothing in this Section shall be construed to preclude the Trustee from receiving reimbursement of expenses properly and actually incurred in the performance of its duties under the Plan or, provided he is not an Employee, reasonable compensation for services rendered.

**Section 4.05 Foreign Investments.** Except as authorized by regulations issued by the Secretary of Labor, the Trustee shall not maintain the indicia of ownership of any Plan assets outside the jurisdiction of the District Courts of the United States.

**Section 4.06 Exemptions.** Nothing in this Article shall be construed to preclude a transaction which is otherwise prohibited hereunder or under ERISA, provided that the Trustee, or any other interested party or parties, shall first apply to, and secure from, the Secretary of Labor an exemption with respect to such transaction.

## ARTICLE V ACCOUNTING AND REPORTS

Section 5.01 Accounts. The Trustee shall keep accurate and detailed accounts of all investments, receipts, disbursements and other transactions hereunder, and all accounts, books and records relating thereto shall be open to inspection and audit at all reasonable times by any person designated in writing by the Administrator. The Fund may, at the Trustee's discretion, be administered on a unit accounting basis and the value of a unit on the date of execution of the Trust shall be as determined by the Trustee.

Section 5.02 Reports. Annually, or more frequently if determined by the Trustee, required by law or requested by the Administrator, the Trustee shall cause a valuation to be made of the Fund at its fair market value. Within 120 days after the end of the Plan Year (or on such other date as may be prescribed under regulations of the Secretary of Labor) and at the time of each valuation during the Plan Year, the Trustee shall file with the Administrator and certify the accuracy of a written statement setting forth, for the valuation period, all investments, receipts, disbursements, and such other information as the Trustee maintains which the Administrator may require from time to time in order to fulfill its obligations under applicable law. Upon the expiration of 180 days from the date of filing of the statement as provided herein, the Trustee's liability for any inaccuracies or omissions appearing upon the face of such statement shall cease, except as otherwise may be provided by law and except with respect to any inaccuracies or omissions as to which the Administrator shall file with the Trustee written objection before the expiration of such 180-day period.

To the extent consistent with applicable law, each transaction, whether an increase or a decrease to the Fund, may be expressed in terms of a number of units computed on the basis of the unit value determined on the preceding valuation date. In the event that transactions are reported in this manner, the Trustee shall state, in addition to such other information as is required by law, the number of units in the Trust and the value of a unit on the date of the statement.

## ARTICLE VI PAYMENT OF BENEFITS

**Section 6.01 Payments.** The Trustee shall make payments from the Fund to such persons, in such manner and in such amounts as the Administrator may direct in writing from time to time. The Trustee shall be fully protected in acting upon any such written direction without inquiry or investigation, and shall have no duty or authority to determine the rights or benefits of any Participant or Beneficiary under the Plan, or to inquire into the right or power of the Administrator to direct any payment from the Fund. The Administrator may give directions by drafts or other orders drawn on the Trustee and signed by such person or persons as the Administrator may authorize in writing from time to time.

**Section 6.02 Direction of Committee.** The Trustee shall be fully protected in relying upon the written certification of the Administrator as to the membership and extent of authority of any committee duly authorized to act on its behalf and in continuing to rely thereon until subsequent certification is filed with the Trustee. The Trustee shall be fully protected in relying and acting upon any written direction of such committee whose membership and authority have been certified to the Trustee, and in continuing to so act and rely until subsequent certification that said authority has been revoked or modified has been filed with the Trustee.

**Section 6.03 Impossibility of Performance.** In case it becomes impossible for the Employer or the Trustee to perform any act under the Plan, that act shall be performed which in the judgment of the Trustee will most nearly carry out the intent and purpose of the Plan. All parties to this Agreement or all parties in any way interested in the Plan shall be bound by any acts performed under such conditions.

## ARTICLE VII EXPENSES

Section 7.01 Expenses. The expenses incurred by the Employer in the installation, administration and revision of the Plan and in the installation and revision of this Agreement shall be paid from the Fund, unless paid directly by the Employer. Such compensation to the Trustee as may be agreed upon in writing from time to time between the Employer and the Trustee and the expenses incurred by the Trustee in the performance of its duties, including professional fees of any person, firm or agent employed by the Trustee to carry out the investment, management or administrative functions hereunder, shall be paid from the Fund, unless paid directly by the Employer.

Section 7.02 Taxes. The Trustee shall pay out of the Fund taxes of any and all kinds including, without limitation, property taxes and income taxes levied or assessed under existing or future laws upon or with respect to the Trust, or any monies, securities or other property forming a part thereof, or the income therefrom, subject to the terms of any agreements or contracts made with respect to trust investments which make other provision for such tax payments. The Trustee may assume that any taxes assessed on or with respect to the Trust or its income are lawfully assessed unless the Employer shall in writing advise the Trustee that in the opinion of counsel for the Employer such taxes are or may be unlawfully assessed. In the event that the Employer shall so advise the Trustee, the Trustee will, if so requested in writing by the Employer, contest the validity of such taxes in any manner deemed appropriate by the Employer or its counsel, in which event the Trustee agrees to execute all documents, instruments, claims and petitions necessary or advisable in the opinion of the Employer or its counsel for the refund, abatement, reduction or elimination of any such taxes.

## ARTICLE VIII CHANGE OF TRUSTEE

Section 8.01 Resignation, Removal or Addition of Trustee. The Trustee may resign at any time by giving 60 days written notice to the Employer, and the Trustee can be removed by the Employer upon 60 days prior written notice to the Trustee. The Employer may designate and appoint a successor to any such Trustee, or an additional Trustee, which successor, or additional Trustee shall be bound by the provisions of this Agreement and shall become a party hereto when written acceptance of said appointment has been received by the Employer. If Trustee has resigned or has been removed, and if the Plan is to be continued, the Employer shall designate a successor trustee, trustees or other medium of funding pursuant to an agreement executed for such purpose. If the Employer does not so designate such successor Trustee, Trustees or medium of funding within 60 days, the Trustees may apply to a court of competent jurisdiction for purposes of securing the designation of same.

Section 8.02 Transfer of Assets to a Successor Trustee or Other Medium of Funding. In the event the Employer wishes to continue the Plan through a successor trustee or through another medium of funding, it may, upon 30 days written notice and upon furnishing evidence of the continuation of the Plan through a successor Trustee, Trustees or medium of funding, direct the Trustee to transfer the assets of this Trust to said successor Trustee, Trustees or medium of funding in which event the Trustee shall deliver in cash or in kind the assets of this Trust, including such instruments of conveyance and further assurance as may be reasonably required for vesting in such successor Trustee, Trustees or other medium of funding all right, title and interest of the Trustee in the Fund. The transfer of assets under the circumstances above shall not, within itself, be deemed a termination of the Plan, or a cessation of Employer Contributions to the Plan.

RESOLUTIONS OF  
THE BOARD OF COMMISSIONERS OF  
WALKER COUNTY

WHEREAS, The Walker County Commissioner (the "Employer") adopted a field prototype defined benefit plan that was effective on January 1, 1973; and

WHEREAS, the Employer desires to convert that plan into an individually designed plan that complies with Tax Equity and Fiscal Responsibility Act of 1982 and the Tax Reform Act of 1984; and

WHEREAS, after consultation and deliberation the Board of Commissioners has found such amended and restated plan, as proposed, suitable in all respects for purposes of the Employer, in the best interests of the Employer and not in contravention of the Charter or By-Laws of the Employer;

NOW, THEREFORE, BE IT RESOLVED, effective as of January 1, 1984 that such plan, together with the trust agreement designated "Exhibit A" which constitutes a part thereof, be and hereby is adopted by the Employer in the form presented and that such be entitled as the Pension Plan for Employees of the Walker County Commissioner (the "Plan"); and

FURTHER RESOLVED, that Roy E. Parrish, Jr. be and hereby is authorized and empowered to execute the Plan on behalf of the Employer, together with the trust agreement which constitutes a part thereof, and any remedial amendments necessary thereto to assure the determination of the qualification of the Plan under sections 401(a) and 501(a) of the Internal Revenue Code of 1954, as amended, (the "Code"); and

FURTHER RESOLVED, that Roy E. Parrish, Jr. and Bebe Heiskell be and hereby are appointed to continue to serve as Trustee under the Plan, which appointment may be accepted by executing the trust agreement thereto; and

FURTHER RESOLVED, that Lincoln-Cross Inc. be and hereby is authorized and empowered generally to take such actions as may be necessary, proper and convenient to carry into effect these resolutions and to file the Plan with the Internal Revenue Service for a determination that it constitutes a qualified plan under the Code.

CERTIFICATION

I, Roy E. Parrish, Jr., hereby consent to the foregoing resolutions.

Date: 9-20-84

By: R. E. Parrish Jr.

Title: Wakarusa Commissioner