



RESOLUTION R-036-25

A RESOLUTION OF THE WALKER COUNTY BOARD OF COMMISSIONERS TO ACCEPT THE TERMS AND CONDITIONS OF THE GEORGIA DEPARTMENT OF NATURAL RESOURCES RECREATIONAL TRAILS PROGRAM GRANT; AND FOR OTHER LAWFUL PURPOSES

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

WHEREAS, the Board authorized Walker County's application for grant funding for a project to rehabilitate the trail at Walker Rocks Park on the Walker County Civic Center campus in Rock Spring; and

WHEREAS, Walker County has been awarded a grant from the Georgia Department of Natural Resources Recreational Trails Program for the \$280,000 project; and

WHEREAS, the Board agreed to provide the required \$80,000 match on April 11, 2024 as part of Resolution R-014-24.

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

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

SO RESOLVED AND ADOPTED this 1st day of May, 2025.

ATTEST:

WALKER COUNTY, GEORGIA

A handwritten signature in blue ink that reads "Lisa Richardson".

LISA RICHARDSON, County Clerk

A handwritten signature in blue ink that reads "Angela Teems".

ANGELA TEEMS, Chairwoman/CEO



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

STATE OF GEORGIA
DEPARTMENT OF NATURAL RESOURCES
PROJECT AGREEMENT

Applicant: Walker County	
Project Title: Walker Rocks Park Trail Rehabilitation	Street: 101 S. Duke Street
Project: NRT-24 (21)	City: LaFayette
County: Walker	Zip: 30728
	Phone: 706-638-1437

Project Period: The agreement is executed to May 15, 2027

Project Scope (description of project): Renovating the existing public access pedestrian trail by replacing the temporary gravel surface with the permanent surface of asphalt and bonded rubber to prevent the washout from the impact of inclement weather.

Title of Grant-in-Aid: Georgia Recreational Trails Program

Project Cost:		The following are hereby incorporated into this agreement:
Total Cost:	\$ 280,000.00	1. Disadvantaged Business Enterprise Certification of Compliance
Fund Support:	71 %	2. General Provisions (attached hereto)
Grant-in-Aid:	\$ 200,000.00	3. Project Proposal and Application (submitted by applicant and on file with DNR)
Minimum Local Match:	\$ 80,000.00	4. Revised cost estimate

The State of Georgia, Department of Natural Resources (hereinafter referred to as DNR), and the Walker County (hereinafter referred to as the Applicant) in consideration of the mutual promises and benefits flowing to each as hereinafter stated, do hereby agree to perform this agreement in accordance with the National Recreational Trails Act (NRTA), Title I, Part B, Section 1301 of the Intermodal Surface Transportation Efficiency Act of 1991 (P.L. 102-240, 105 Stat. 1914), later reauthorized as the Recreation Trails Program under the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (P.L. 109-59, 119 Stat. 1144), and the provisions and conditions of the Federal Highway Administration guidelines for the RTP grant program, and with the terms, promises, conditions, covenants, assurances, plans specifications, estimates, procedures, project proposals, and maps attached hereto or retained by the Applicant or DNR and made a part hereof.

The Applicant certifies that it possesses the legal authority to apply for the grant, enter into this Agreement, and to finance and construct the proposed educational resource. A resolution, motion or similar action has been duly adopted or passed authorizing the filing of the project application, approving this agreement, including all understandings and assurances contained therein, and directing the persons

whose names and signatures appear herein below to sign this agreement on behalf of the Applicant and to act in connection with the project and provide such additional information as may be required.

The Applicant further certifies and assures that it has the ability and intention to finance the non-State (local) share of the costs for the project, and that sufficient funds will be available to assure effective operation and maintenance of the resource(s) acquired or developed by the project.

DNR agrees to obligate to the Applicant the sum specified hereinabove as the Grant-in-Aid, and to tender to the Applicant that portion of said grant which is required to pay DNR's share of the costs of the project, based upon the percentage of assistance specified hereinabove as Fund Support.

The Applicant agrees to execute the project in accordance with the terms of the agreement.

The Applicant further agrees that, as the benefit to be derived by the State of Georgia and DNR from the full compliance by the Applicants with the terms of this agreement is the preservation, protection, and the net increase in the quality of public recreational trails which are available to the people of the State and the United States, and as such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by DNR by way of assistance under the terms of the agreement, that payment by the Applicant to DNR of an amount equal to the amount of assistance extended under this agreement by DNR would be inadequate compensation to DNR for any breach by the Applicants of this agreement. The Applicant further agrees, therefore, that THE APPROPRIATE REMEDY IN THE EVENT OF A BREACH BY THE APPLICANT OF THIS AGREEMENT SHALL BE THE SPECIFIC PERFORMANCE OF THIS AGREEMENT.

The Applicant agrees to use its best efforts to ensure compliance with regulations pertaining to Disadvantaged Business Enterprises (DBE). The Applicant shall not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the selection and retention of contractors, including procurement of materials and leases of equipment.

The Applicant agrees to the property remain open, accessible, and safe for public use for no less than 25 years following the project completion.

The following special project terms and conditions apply:

- a. In planning and executing the project, the Applicant agrees to consider the comments of agencies who responded to the environmental review requests for this project.
- b. The Applicant shall minimize the use of heavy equipment for clearing and grading and is encouraged to use porous/pervious surfacing.
- c. As directed under Executive Order 13186, in furtherance of the Migratory Bird Treaty Act (16 U.S.C. sections 703-711), actions must be taken to avoid or minimize impacts to migratory bird resources and to prevent or abate the detrimental alteration of the environment for the benefit of migratory birds, as practicable. An area of forested habitat of 100 acres or larger could be a significant or important site for migratory birds, as could existing bridges or culverts, where the birds may nest. DNR and the Applicant agree that the area of impact of this project is less than 100 acres, and therefore is not considered significant or important to the support of migratory bird populations. The parties also agree that no existing bridge or culvert on the project site will be reconstructed or removed as part of this project. The Applicant agrees to notify DNR if it seeks to modify the scope of the project or reconstruct or remove any existing bridge or culvert at the project site.

d. The Applicant agrees to observe the comments of DNR's Environmental Protection Division (EPD), Historic Preservation Division (HPD), Wildlife Resources Division (WRD), US Fish and Wildlife (USFW), and the Department of Transportation (DOT) regarding the project.

e. Authorization is conditional on all necessary R-O-W and easements being acquired.

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

STATE OF GEORGIA, DEPARTMENT OF
NATURAL RESOURCES

WALKER COUNTY

BY _____
SOHEILA NAJI
GRANTS SUPERVISOR

BY Angela Teems
ANGELA TEEMS
CHAIRWOMAN/CEO

WITNESS

Lisa Richardson
WITNESS

DATE

5/1/2025
DATE



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STATE OF GEORGIA, DEPARTMENT OF
NATURAL RESOURCES

WALKER COUNTY

BY Soheila Najj
SOHEILA NAJJ
GRANTS SUPERVISOR

BY Angela Teems
ANGELA TEEMS
CHAIRWOMAN/CEO

Quinn D. Jagg
WITNESS

Lisa Richardson
WITNESS

5/7/2025
DATE

5/1/2025
DATE

