

AGENDA
WALKER COUNTY
BOARD OF COMMISSIONERS
WALKER COUNTY COURTHOUSE ANNEX IV, 201 S DUKE STREET
LAFAYETTE, GEORGIA 30728

The following constitutes the agenda for the regular scheduled meeting of the Board of Commissioners of Walker County, Georgia to be held at 6:00 p.m. on December 4th, 2025

REGULAR SCHEDULED MEETING

- 1. Invocation & Pledge**
- 2. Chairwoman Teems will Call to Order the Regular Meeting**
- 3. Clerk to Establish a Quorum is present**
- 4. Approve Agenda**
- 5. Approve Minutes**
 - 5.1. Minutes for the Regular Scheduled Meeting held on November 6, 2025 at 6:00 p.m.
- 6. Chairwoman's Comments**
- 7. Financial Report**
- 8. Committee Reports**
- 9. Department Reports**
- 10. Presentation**
- 11. Public Hearing - Planning & Zoning**

Per Walker County Code Chapter 22-109, a time limit of 12 minutes shall be imposed upon the total number of people who wish to speak in favor of a planning/zoning request, including the initial presentation of the petitioner. Thereafter, a time limit of 12 minutes shall be imposed on the total number of people who wish to speak in opposition of the zoning request. Each side may allocate its 12 minute period among any number of speakers, provided that the presentation by all speakers for each side shall not exceed 12 minutes per side.

 - 11.1. Ronnie Martin: Requests a variance to build a second house on 2.84 acres in an A-1 (Agricultural) zone for property located at 610 Townsend Road, Rocky Face, GA. 30740. Tax map & parcel number 0-587-033.
 - 11.2. Clarence Lowell Poteet: Requests a rezone from A-1 (Agricultural) to RA (Residential/Agricultural) for property located at 29 Poteet Drive, Chickamauga, GA. 30707. Tax map & parcel number 0-307-029.
- 12. Public Comment**
- 13. Consent Agenda**

The Consent Agenda is a special rule of order providing for non-controversial matters to be considered in gross or without debate or amendment. Should a Board member object to any item being in the Consent Agenda, it is restored to the place it would have otherwise been considered on the regular agenda.

 - 13.1. Resolution R-076-25 to Convey Property Approved at the November 6th Meeting
 - 13.2. Resolution R-077-25 Acceptance and Administration of the District Hill Historic Cemetery Project Grant of \$75,000.00

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- 13.3. Resolution R-078-25 to Reappoint members and Appoint a Chair for the Walker County Historic Preservation Commission
- 13.4. Resolution R-079-25 to Appoint Harold Hughes as Chairperson for the Walker County Alcoholic Beverage Commission for the year 2026
- 13.5. Resolution R-080-25 to Appoint Dale McCurdy to the Walker County Board of Assessors
- 13.6. Memorandum of Understanding between The Board of Regents of the University System of Georgia by and on behalf of The University of Georgia Cooperative Extension and Walker County for the provision of Cooperative Extension Services and Personnel in Walker County, Georgia
- 13.7. Supplemental Agreement between Georgia Department of Transportation and Walker County for Transit Trust Fund Program Allocation
- 13.8. Georgia Department of Human Services (DHS) Coordinated Transportation System Subcontractor Agreement

14. New Business

- 14.1. Resolution R-081-25 to Award a Contract for Mowing, Litter Pick-up and Weed Control
- 14.2. Resolution R-082-25 to Award a Contract for Walker Rocks Park Trail Resurfacing
- 14.3. Purchase Order 2026-00000564 for \$30,952.00 to Stewart Signs for a Digital Message Board for the new Elections Office building. (SPLOST 2020)
- 14.4. Purchase Order 2026-00000573 for \$99,116.00 to NABCO Electric Company, Inc. for a traffic light replacement project at McFarland Avenue and N. Jenkins Road.
- 14.5. Purchase Order 2026-0000591 for \$71,284.00 to Stowers CAT for the Walker County 911 UPS System Replacement. (SPLOST)
- 14.6. Purchase Order 2026-0000593 for \$505,000.00 to TEC Tractor & Equipment Company for the purchase of a 2025 Gradall Excavator
- 14.7. Ronnie Martin: Requests a variance to build a second house on 2.84 acres in an A-1 (Agricultural) zone for property located at 610 Townsend Road, Rocky Face, GA. 30740. Tax map & parcel number 0-587-033. *(Planning Commission recommended this variance be Approved with Conditions)*
- 14.8. Clarence Lowell Poteet: Requests a rezone from A-1 (Agricultural) to RA (Residential/Agricultural) for property located at 29 Poteet Drive, Chickamauga, GA. 30707. Tax map & parcel number 0-307-029. *(Planning Commission recommended this rezone be Approved as Submitted)*

15. Commissioner Comments

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16. Executive Session

17. Adjourn

The next regularly scheduled meeting will be held on Thursday, January 8th at 6:00 p.m. Please note the new location: 201 South Duke Street.

As set forth in the Americans with Disabilities Act of 1992, Walker County does not discriminate on the basis of disability, and will assist citizens with special needs, given proper notice. Please contact the Office of the County Clerk for assistance prior to each meeting. We can be reached at 706-638-1437.



Walker County Governmental Authority
201 South Duke Street, Annex IV
LaFayette, GA 30728

Minutes of the Regular Meeting of the Board of Commissioners

November 6, 2025 - 6:00 PM

Call to Order:

Chairwoman Angie Teems called to order the Regular Meeting of the Board of Commissioners held at Courthouse Annex IV, 201 S. Main Street, LaFayette, Georgia at 6:00 PM on November 6, 2025.

Attendees:

The following were present: Chairwoman Teems, Commissioners Robert Blakemore, Mark Askew, Brian Hart, and Gene Wilson. Also in attendance were Chief Financial Officer Christian Roach, County Clerk Lisa Richardson, Communications & Community Development Director Joe Legge, Chief of Staff Dakiya Porter, Compliance Officer Aleks Jagiella-Litts, Director of Human Resources Hugh Delacruz. A sign-in sheet for other guests is attached.

Approval of Agenda:

Agenda of the Regular Scheduled Meeting held on 06 November, 2025

- a. Commissioner Askew a motion to approve the agenda
- b. Seconded by Commissioner Hart
- c. No discussion
- d. 4 Ayes, 0 nays
- e. Agenda approved

Approval of Minutes:

Approval of Minutes for the Regular Meeting of the Board of Commissioners held on October 2nd, 2025 at 6:00 p.m.

- a. Motion to approve October 2nd Minutes made by Commissioner Hart
- b. Seconded by Commissioner Blakemore
- c. No discussion
- d. 4 Ayes, 0 nays
- e. October 2nd Meeting Minutes Approved

Chairwoman's Report:

Chairwoman Teems began by highlighting the challenges of October, noting a \$12,000 annual cost savings identified through an employee headcount audit and verification within the new payroll system in the main office.

She then announced upcoming holiday observances: Veterans Day on November 11th, and Thanksgiving Day and the day following, November 26th and 27th.

Ms. Teems extended her gratitude to all employees who work on holidays to serve the community, specifically recognizing Police, E911, Firefighters, and other emergency personnel. She also acknowledged the dedication of landfill employees working on Veterans Day while other county employees have the day off.

Chairwoman Teems offered a special thank you to veterans and their families, expressing optimism that the Military Memorial Park will be built at the Civic Center in Rock Spring next year, now that SPLOST has passed.

Tire amnesty day is this Saturday, November 8th. This event helps to keep our community clean and environmentally responsible and she is grateful to the team for this effort.

The SPLOST's successful passage on Tuesday, November 4th, is a tremendous benefit for Walker County. This positive outcome secures funding for essential infrastructure and community projects, enabling more effective long-term planning.

In closing, Chairwoman Teems encouraged anyone with questions or concerns to come by or contact the County Office for assistance.

Financial Report:

CFO Christian Roach gave a presentation on SPLOST. With auditors in house we do not have September numbers available at this time.

CFO Roach gave a summary of SPLOST funds for the past 5 year period from October 2020 to 2025.

- SPLOST revenue collected \$26,982,288.00
- SPLOST expense \$22,281,807.00
- Estimated revenue at the end of the cycle is \$33,222,288.00 which is \$5,062,288.00 more than was budgeted.

Without the passage of SPLOST, the County would likely have needed to increase the millage rate by 3 points, placing a greater financial burden on citizens.

Commissioner Wilson asked if a report could be generated to show how much revenue was generated from individuals outside the county. CFO Roach stated that much of this information is proprietary and would need to be obtained from the State.

Committee Reports:

Litter Committee Task Force

With Paine Gily absent, Chairwoman Teems reported that the monthly litter task force meetings are ongoing and have positively impacted surrounding roads and neighborhoods by reducing roadside trash.

Department Reports:

Notice of Exercise for the Council of Superior Court Judges of Georgia

1. Notice of Exercise of Option O.C.G.A. § 15-6-29 (b)(1) for Superior Judge Brian House

2. Notice of Exercise of Option O.C.G.A. § 15-6-29 (b)(1) for Superior Judge Don Thompson
 - a. Chairwoman Teems made a motion for these options to be approved
 - b. Seconded by Commissioner Askew
 - c. No discussion
 - d. 4 Ayes, 0 Nays
 - e. Both Options Approved

Presentation from the Chattanooga Area Food Bank

Presentation from John Whitmer on the Northwest Georgia Branch of the Chattanooga Area Food Bank.

Mr. Whitmer provided the Commissioners with an overview of the Chattanooga Area Food Bank's Hunger Relief Partners & Programs, explaining their community impact. He shared estimated facts and figures on the number of individuals affected by hunger in the area and the amount of food distributed last year. A detailed information packet was also presented to the Commissioners and included in the meeting materials.

- a. No questions from Board of Commissioners

Public Hearing - Planning & Zoning:

Per Walker County Code Chapter 22-109 a time limit of 12 minutes shall be imposed upon the total number of people who wish to speak in favor of a planning/zoning request, including the initial presentation of the petitioner. Thereafter, a time limit of 12 minutes shall be imposed on the total number of people who wish to speak in opposition of the zoning request. Each side may allocate its 12 minute period among any number of speakers, provided that the presentation by all speakers for each side shall not exceed 12 minutes per side.

1. Joseph Lloyd requests a setback variance for property located at 957 Durham Road, Rising Fawn, GA. 30738. Tax map & parcel number 0-004-014.
 - a. Joe Lloyd spoke that he would like to build an open sided pole barn on property but needs variance to proceed with build. Provided pictures and backup for proposed site and build.
 - b. No one spoke against variance
 - c. No further questions proposed by commissioners
2. Thomas Guthrie requests a variance to divide off less than five acres in an A-1 zone for property located at 3017 W. Cove Road, Chickamauga, GA. 30707. Tax map & parcel number 0-243-032.
 - a. Thomas Guthrie asked for variance due to contested Will in Probate and he is requesting variance with 2 acres to separate house from remaining property per court recommendation.
 - b. No one spoke against variance
 - c. No further questions proposed by commissioners

Unfinished Business

1. Ordinance O-03-24 to Amend Chapter 4 (Animals) of the Code of Walker County to Provide for Spay/Neuter and Licensing Requirements for Cats and Dogs
(Tabled at April 3, 2025 meeting)
 - a. Chairwoman Teems advised the age limits in the proposed Ordinance do not match state specifications and will need to be tabled until May of 2026. This would also enable the voucher program to grow and access needs.
 - b. Motion to table Ordinance until May 2026 made by Chairwoman Teems
 - c. Seconded by Commissioner Wilson

- d. No Discussion
- e. 4 Ayes, 0 Nays
- f. Motion to table ordinance until May 2026 approved

Public Comment:

1. Jack Goodlet and a neighbor voiced concerns regarding excessive speeding on Straight Gut Road. They believe the current 45 mph speed limit is too high given the road's hills and curves. Additionally, they noted inconsistencies in the posted speed limit signs, with a 45 mph sign visible to the North and a 35 mph sign to the South.
2. Ken Norman addressed the sign issue on Straight Gut Road saying the original 35mph sign was knocked down and they replaced with 45mph signage.
3. Ned Yates spoke on the Hotel/Motel Tax and the legality of arguments with DCA State of Georgia.
4. Tina Groce discussed upcoming Veteran events in the community, including Operation Outreach, an initiative in Walker County dedicated to serving, feeding, and supporting Veterans. She also mentioned Wreaths Across Walker County, which places wreaths on Veterans' graves for \$10.00 each. The Annual Veterans Parade is scheduled for Saturday, November 8th, in LaFayette, GA, and the Annual Veterans Dinner will be held on November 10th at 6 PM at the Walker County Civic Center.
5. Tori Phillips spoke on the banking change from Bank of LaFayette to Regions. She also raised concerns on the commissioners abstaining on votes without explanation.

Consent Agenda:

The Consent Agenda is a special rule of order providing for non-controversial matters to be considered in gross or without debate or amendment. Should a Board member object to any item being in the Consent Agenda, it is restored to the place it would have otherwise been considered on the regular agenda.

1. Resolution R-071-25 to Authorize the Creation, Maintenance and Management of Electronic Meeting Minutes
2. Resolution R-072-25 to Appoint a Deputy Clerk of the Governing Authority of Walker County
3. Resolution R-073-25 to Amend the FY2026 budget to redefine line items related to Public Works projects and the Highway and Streets Division
4. Resolution R-074-25 Human Resources Policy regarding Professionalism and Time Management for County Employees
 - a. Motion to approve all items on consent agenda made by Chairwoman Teems
 - b. Seconded by Commissioner Blakemore
 - c. No discussion
 - d. 4 Ayes, 0 Nays
 - e. All 4 Resolutions approved

New Business:

1. Resolution R-075-25 Ratification of County Road Maintenance Contribution Agreement with Walker County Stone, LLC.
 - a. Commissioner Wilson made the motion to agree to the ratification of the Road Maintenance Agreement with Walker County Stone, LLC
 - b. Seconded by Commissioner Blakemore
 - c. Discussion by Commissioner Wilson explaining the agreement and negotiation and contribution to maintain the outlined roads by Walker County Stone, LLC.
 - d. 4 Ayes, 0 Nays
 - e. Resolution Approved
2. Purchase Order 2026-00000303 for \$57,500.00 to Jake Marshall for Heat & Air Units and Duct Work for the Road Department and Fleet Management
 - a. Chairwoman Teems indicated the department preferred the lower bid submitted by Jake Marshall.
 - b. Motion to approve purchase order to Jake Marshall made by Commissioner Hart
 - c. Seconded by Commissioner Wilson
 - d. Commissioner Hart inquired whether the funding would be sourced from SPLOST or the departmental budget. CFO Roach verified that the allocation would come from the SPLOST facilities budget.
 - e. 4 Ayes, 0 Nays
 - f. Purchase Order for Jake Marshall Approved
3. Joseph Lloyd requests a setback variance for property located at 957 Durham Road, Rising Fawn, GA. 30738. Tax map & parcel number 0-004-014. *(Planning Commission recommended this variance be Approved)*
 - a. Motion to approve variance made by Commissioner Askew
 - b. Seconded by Commissioner Blakemore
 - c. No discussion
 - d. 4 Ayes, 0 Nays
 - e. Variance Approved
4. Thomas Guthrie requests a variance to divide off less than five acres in an A-1 zone for property located at 3017 W. Cove Road, Chickamauga, GA. 30707. Tax map & parcel number 0-243-032. *(Planning Commission recommended this variance be Approved with conditions)*
 - a. Motion to approve variance with conditions made by Commissioner Blakemore
 - b. Seconded by Commissioner Askew
 - c. No discussion
 - d. 4 Ayes, 0 Nays
 - e. Variance Approved

Commissioner Comments:

1. Commissioner Blakemore extended his gratitude to all attendees for their participation and support of the government. He also announced that Tire Amnesty Day would be held on Saturday, November 8th. Residents can drop off tires at their convenience at either the Rossville or Chickamauga locations.

2. Commissioner Askew extended his gratitude to all attendees and employees, emphasizing the value of diverse opinions and thoughts in aiding the commissioners' decision-making process. He highlighted the importance of considering multiple perspectives on every issue and welcomed community comments.
3. Commissioner Hart extended a Happy Veterans Day greeting to all veterans, acknowledging Tina Groce for her dedicated efforts and programs assisting local veterans. Everyone is encouraged to attend and show support for veterans at LaFayette High School's Veterans program on Tuesday, November 11th, at 8 AM. Take a minute to recognize Veterans for all they've done for our Country.

The City of LaFayette was recently recognized by the Georgia Recreation of Parks Association for outstanding program of the year.

4. Commissioner Wilson extended a special thank you to Tina Groce and acknowledged her efforts in organizing the 2024 Veterans Banquet, which he attended. He urged individuals to support the 2025 banquet by sponsoring a table, donating raffle items, or making monetary contributions. He expressed gratitude to all veterans and those who have served our Country.

Executive Session:

Chairwoman Teems made a motion to call an Executive Session to discuss specific categories such as Real Estate, Personnel, Litigation and/or Cyber Security.

- a. Adjourned for Executive Session at 7:18 P.M
- b. Returned from Executive Session at 7:43 P.M.

The Following were in attendance at the Executive Session:

- a. Chairwoman Teems
- b. Commissioner Blakemore
- c. Commissioner Askew
- d. Commissioner Hart
- e. Commissioner Wilson
- f. Compliance Officer Aleks Jaggiella-Litts
- g. County Clerk Lisa Richardson

Chairwoman Teems declared that there are two items the Commission will be voting on.

1. To Approve the conveyance of Parcel #0146 080A, known as the soccer field off Wallaceville Road to the City of Chickamauga for the expansion of their recreation.
 - a. Motion to convey made by Commissioner Askew
 - b. Seconded by Blakemore
 - c. No discussion
 - d. 4 Ayes, 0 Nays
 - e. Conveyance approved
2. Request Board permission to approve the sale of Parcel #0124 003A, an L-shaped property of 0.14 acres, to an adjoining landowner.
 - a. Motion to approve made by Chairwoman Teems
 - b. Seconded by Commissioner Wilson
 - c. No discussion
 - d. 4 Ayes, 0 Nays
 - e. Authority to sell property granted

Adjournment:

With no further business on the agenda, Chairwoman Teems adjourned the meeting at 7:45 P.M.

Angela Teems
Chairwoman/CEO
Walker County Georgia

Date

Minutes prepared by: Walker County County Clerk, Lisa Richardson



Sign In Sheet

Regular Scheduled Board of Commissioners Meeting

November 4, 2025

6:00 PM

Name

Address

NEDYATES

Rising Fawn

Andy Richardson

TORI PHILLIPS

Bruce Rhile

Tommy Rhile

Andy Austin

Ken Norman

Scott McWalt

Travis Middleton

Re
Flintstone

Angela Bishop

Animal Control

Bobby F. Snel

Road Dept

Cindy Breeden

ROSSVILLE.

Thomas Guthrie

Jodie Harris

Villanova

Tina Groce

Flintstone

Toe Lloyd



Regular Scheduled Board of Commissioners Meeting

Walker County Annex IV

November 6, 2025

6:00 PM

Present/Absent

Commissioner Blakemore	Present
Commissioner Askew	Present
Chairwoman Teems	Present
Commissioner Hart	Present
Commissioner Wilson	Present

LOCAL COLUMNIST ■ J.J. LEWIS

Walker County's good momentum: Steady and meaningful progress

In a time when frustration often overshadows progress, it's easy to overlook the good happening across Walker County. It has its challenges and growing pains, but beneath the noise there's real movement, in jobs, tourism, and community partnerships. From factory floors to scenic trails, progress may not always make headlines, but it's happening every day.

The county's momentum is built on steady, meaningful progress, not politics, but years of effort now producing visible results. True progress begins locally, with the working people who care about their community and refuse to give up.

ECONOMIC GROWTH IN INDUSTRY EXPANSION

Manufacturing remains the backbone of Walker County's economic growth, strengthened by major private investment. Roper Corporation's \$118 million expansion in LaFayette added 600 jobs, and Pilgrim's new prepared-

foods facility will create another 600 once operational. With its smart park fiber and high-speed data network, the county's business park positions Walker County for technology and logistics growth. These projects prove companies still believe in the county's potential, genuine progress seen in paychecks, payrolls, and community stability that keeps working people rooted here.

TOURISM MOMENTUM AND LOCAL ECONOMIC SPILLOVER

Tourism has become one of Walker County's strongest success stories. According to the Georgia Department of Economic Development, visitor spending grew nearly 19% in 2024, from about \$36 million in 2022 to more than \$43 million in 2023, supporting roughly 400 local jobs. This growth is fueled by the county's natural and historic attractions, including Cloudland Canyon, Rocktown, Mountain Cove Farm, and the National Mil-

itary Parks, which draw visitors from across the region and strengthen local restaurants, shops, and lodging.

Despite the county's agreement allowing the McElmore resort to keep the local hotel/motel tax normally used for tourism projects, Walker County's tourism economy still reached record levels. Yet this deal alone has potentially cost the county hundreds of thousands of dollars, if not a million or more, in lost tax revenue. Even with that loss, it still reflects the strength of the county's natural assets and the people and places that make it unique. Tourism here is more than scenery, it's heritage and community, where steady progress continues.

CULTURAL AND COMMUNITY PARTNERSHIPS THAT WORK

The Walker County African American Museum & Cultural Center shows



Lewis

what's possible when citizens lead and local government truly supports. Recognized statewide for innovation, the museum preserves a vital part of the county's story while educating and uniting future generations. That same pride carries through in historic preservation efforts, including the upkeep of the Marsh House and other heritage sites that keep local history alive.

The park and recreation upgrades have steady and meaningful progress and improved everyday life and wellbeing. Community groups and nonprofits have stepped in where government budgets fall short, helping with youth sports, cleanups, and revitalization projects that make neighborhoods stronger.

THE BROWNFIELD REVITALIZATION PROGRESS

Additional progress has also been tapped into through Walker County's Brownfield

redevelopment, a program that cleans up old, abandoned, or contaminated sites so they can be safely reused. Examples include the Peerless Mill and Coats America properties. The grand design behind this program is to remove the eyesores of decay, attract new investments, enhance public safety, and generate new revenue opportunities for the county.

THE BIGGER PICTURE

Walker County's next step should be a clear, forward-looking strategic plan that modernizes government services, and both aligns and drives economic growth, tourism, and community partnerships under a shared vision for progress. Growth must be smart and responsible, protecting the working people through fair zoning and planning that preserve neighborhoods, farmland, and community character. At the same time, the county must safeguard its natural beauty, parks, and historic landmarks like Mountain

Cove Farm. Equally important, the county-owned properties could become valuable assets and long-term revenue drivers.

Walker County's steady progress is rooted in its people, work ethic, community spirit, and natural strengths. Its greatest assets remain its people, places, and potential. Years of hard work have built, and in many areas rebuilt, a strong foundation. By building on that base and creating new, strategic paths for growth with the working people alongside, Walker County can ensure progress that benefits everyone while preserving the natural beauty that defines it.

J.J. Lewis is an independent consultant and contractor who works with businesses, nonprofits, government agencies, and the educational arena in a variety of roles. A graduate of Tennessee Temple University, he lives in Rossville with his wife and family. He can be reached at coachjlewis@gmail.com.

COLUMNIST ■ ANN COULTER

Turn around the Mayflower — we forgot the cannibals

Having given up on the notion that diversity is a strength under the crushing weight of the evidence, *The New York Times* is now pushing the idea that America has always been a diverse nation that loved diversity, and practically made diversity a founding principle, and they would even have added "diversity" to Mount Rushmore if only they could find someone, ideally a lesbian woman of color, with that surname.



Ann Coulter

For example, the preamble to the Constitution states its purpose is "to secure the Blessings of Liberty to ourselves and our Posterity" — obviously meaning their own descendants, as well as the descendants of Congolese, Bangladeshi and Cameroonians. "To prove America was teeming with diversity from its very beginning, a *Times* op-ed by documentary producer Leighton Woodhouse describes the bitter enmity in Colonial Pennsylvania among the Quakers (from north-central England), the English Anglicans (from all over England) and the Scots-Irish (from Scottish Lowlands and Northern England).

Not only were the original Americans from an area of the world smaller than Kansas, but as DNA tests now prove, the Irish, English, Scottish and Welsh have nearly identical genes — as noted by *Times* science reporter Nicholas Wade in 2007. (And by the way, everybody hated the Quakers.)

But suppose we didn't notice something fishy about Woodhouse trying to pass off blinding homogeneity as "diversity."

Neighbors and families feud. Heard of the Hatfields and McCoys?

The last two Jews in Afghanistan hated one another's guts. Their animosity subsided only when one died of old age. Therefore, by Woodhouse's lights, there's no such thing as "Jewish." It's a polyglot ethnicity, encompassing Papua New Guineans, Djiboutians, Uighurs — anybody.

Similarly, the fact that Iranians in Los Angeles have been holding competing demonstrations almost weekly since both sides of the 1979 Iranian revolution relocated there means "Iranian" is an unidentifiable ink blot. Mexican drug cartels, Korean boy bands, the North Pole's Eskimos — they're all part of the beautiful mosaic that makes up an Iranian.

America's wild diversity is reflected in its founding document. Every signatory to the Declaration of Independence was British or Dutch. So were

the vast majority of American presidents, every single one of whom was at least part English. All but one declaration signer and two presidents have been Protestant.

So Woodhouse almost had us fooled with his *We've Always Had Cannibals* and *Child Rapists* op-ed.

While it's totally believable that *Times* readers have no concept of American history from 1620 to 1970, it's hard to believe they also have no idea what's happening right now. Only someone who willfully stuck his head up his butt could fail to notice that recent immigrants aren't exactly blending.

News you would not encounter during America's first 350 years: "Maryland Man [Kenyan immigrant] Arrested After Admitting to Killing, Eating Roommate" — *U.S. News* and *World Report*. (It was the "eating" that disqualified the suspect for cashless bail.)

"ICE arrests illegal immigrant accused of child rape in Framingham, Massachusetts" — *WCVB Channel 5*, Boston. (This story has become so common it's on Page 27 of the paper, next to the horoscopes.)

"Undocumented migrant accused of molesting 5-year-old in her own home" — *WPTV News*, Florida. (Sorry, but this is what happens when you give 5-year-olds their own homes.)

"Trial [of Iraqi immigrant Faleh Hassan Almaleki] Begins in Arizona 'Honor Killing' Case" — *Associated Press*. (After being arrested, the suspect surrendered his firearm and his "World's Greatest Dad" hoodie.)

"Texas dad Yaser Said found guilty of fatally shooting teen daughters in 'honor killings'" — *Associated Press*. (Defendant said to the quintessential "Texas dad.")

"Attempted 'Honor Killing' Trial: Ihsan Ali Learns His Fate" — *COURT TV*. (In addition to getting the silent treatment from his daughter.)

"Santeria Ritual Sacrificial Practices in Miami" — *Florida International University*. (Suspects said to be not particularly devout, more like Christmas and Easter santeros.)

"Animal cruelty investigation underway after bag with 3 mutilated birds found in Putnam County ..." — *ABC7*, New York. (No word yet on how the suspects got to Putnam County from Springfield, Ohio.)

"A ring of beheaded chicken carcasses was found in a Southwest Miami-Dade intersection" — *CBS Miami*. (Fed up with chicken carcasses in public spaces, Hispanic neighbors are demanding more severed heads.)

"Animal sacrifices on the

rise in Queens with chickens, pigs being tortured in 'twisted' rituals" — *New York Post*. (Bodies were transported to nearby veterinary clinic, then pronounced "delicious on arrival.")

"ICE, federal partners arrest more than 1,400 illegal aliens in Massachusetts ... including murderers, rapists, drug traffickers, child sex predators and members of violent transnational criminal gangs" — *DHS Press Release*. (After the arrests, witnesses say several Harvard dorms were all but deserted.)

"ICE Arrests the Worst of the Worst Including Pedophiles, Child Abusers, and Sexual Predators" — *DHS Press Release*. (Meanwhile, local elementary schools brace for a shortage of "drag queen story hour" readers.)

"Bombshell DHS sweep in Minneapolis-St. Paul finds 50% of immigrants had committed immigration fraud, with credit card fraud and burglaries ... chief among [their other] crimes" — *New York Post*. (Also, 12% of arrestees claimed to be married to U.S. Rep. Ilhan Omar.)

"[Moldovan national] wanted on international warrant facing fraud charges, caught with 131 bogus credit cards in Indiana" — *CBS Chicago*. (Ironically, the suspect used his one phone call to contact customer support in Bangladesh.)

"Somali market owners charged with \$10 million food stamp fraud" — *Columbus Dispatch*. (Police said their first clue that something wasn't right was the words "Somali market owners.")

"Five Men from Somalia Arrested on Charges of Forgery, Credit Card Fraud, Drugs in Ohio" — *Hillman Online*. (Somali market owner agrees to testify against them in exchange for a lighter sentence.)

Even the "good" Ellis Island immigrants brought us anarchism, communism, organized crime, bootlegging and worship of a foreign pope, among other nonindigenous American customs — i.e., not those of the foundational Dutch and British.

It took us 100 years to assimilate them, and they were Europeans, not drastically different from the people who founded and created our country. Now liberals want us to import entire nations of cannibals, child molesters, thieves and voodoo practitioners.

Perhaps those attributes could be scribbled in crayon on the Statue of Liberty poem by Emma Lazarus — one of those Ellis Island immigrants.

Ann Coulter is the writer of 12 best-selling books, including *The Trump We Trust*.

LETTER TO THE EDITOR ■ YOUR OPINION

Letter to the editor: Walker Historical Society president calls for transparency in farm sale talks

DEAR EDITOR:

Let's talk. Multiple sources assert that there is presently a conversation going on between Walker County Government and at least one private corporation relative to the possibility of selling the Mountain Cove Farm Resort.

Now would be an ideal time for a series of town hall meetings, starting with the McElmore's Cove communities of Cedar Grove and Kensington. These rural communities are neighbors of the farm and are part of the National Historic District of McElmore's Cove. They led the fight to prevent the flooding of the Cove for a pump storage power development and to establish the national historic district in the early 1990s.

Mountain Cove Farm is the crown jewel of scenic and historic sites in Walker County. It embodies our history from pre-Cherokee days, through the antebellum south, the War Between the States, and modern farm life. We are stakeholders in this invaluable historic resource and historic site which draws many visitors to our county.

Possibly, there may be more economically advantageous ways of preserv-

ing the Farm or managing it for less financial support from county funds. However, even if the main purpose of the Farm is to raise tax dollars, as a county, we spend relatively little on recreation and preservation when com-

pared with similar counties in Georgia. Let's talk before decisions are made without community input.

David Boyle
President, Walker County

Walker County Mowing, Litter Pick-up and Weed Control

Request for Proposals – RFP 2025-09

Walker County, Georgia is seeking sealed proposals from qualified contractors to provide 500 miles of centerline mowing, trimming, weed and litter control services along county-maintained roads and right-of-ways.

Proposals will be received at the office of Joe Legge, Walker County Government, 101 S Duke St., LaFayette, GA 30728 until 12:00 p.m. local time on December 1, 2025, and then publicly opened and read aloud at said location.

Copies of the RFP, including contractor registration and requirements, may be obtained in the offices of Walker County Government, 101 S Duke St., LaFayette, GA 30728 or online at walkercountygga.gov/public-notices or through the Georgia Procurement Registry.

Walker County Government reserves the right to accept or reject any and all proposals, to waive formalities, technicalities or irregularities and to re-advertise if necessary.

FIND US
@CatoosaWalkerNews

CALL FOR SPECIAL ELECTION

To be published in a newspaper of appropriate circulation. §21-2-2(3)

Notice is hereby given that, in accordance with O.C.G.A. § 21-2-540, a special election shall be held in The City of Chickamauga for the purpose of submitting to the voters the following questions for approval or rejection:

- () YES Shall the Act be approved which provides a homestead exemption from City of Chickamauga independent school district ad valorem taxes for educational purposes in the amount of \$50,000.00 of the assessed value of the homestead for residents of such school district who are 70 years of age or older and which provides a homestead exemption from City of Chickamauga independent school district ad valorem taxes for educational purposes in the amount of the full assessed value of the homestead for residents of such school district who are 75 years of age or older?
- () NO
- () YES Shall the Act be approved which provides a homestead exemption from City of Chickamauga ad valorem taxes for municipal purposes in the amount of \$50,000.00 of the assessed value of the homestead for residents of that city who are 70 years of age or older and have been residents of that city for at least five years?
- () NO

The special election will be held on November 4, 2025.

All persons who are not registered to vote and who desire to register to vote in the special election may register to vote through the close of business on October 6, 2025.

Advance voting will be held at Chickamauga Civic Center, October 14, 2025 through October 31, 2025.

Polls will be open from 7:00 a.m. until 7:00 p.m. on election day.

Danielle L. Montgomery
Director of Elections
Walker County



Finance Presentation

CFO - Christian Roach

Place Holder - Awaiting Details



Walker County Planning Commission
Minutes

October 16, 2025
Walker County Civic Center
6:00 PM

ATTENDEES:

Planning Commission Members

Rob Walthour
Randy Pittman
John Morehouse
Stan Porter
Todd Holt
Cindy Askew
Jon Hentz

Walker County Planning Staff

Jon Pursley, Planning Director
Kristy Parker, Planning Commission Secretary

I. CALL TO ORDER:

Chairman Pittman called the meeting to order at 6:00 P.M.

II. ROLL CALL:

III. READING & APPROVAL OF SEPTEMBER 18, 2025 MEETING MINUTES:

Chairman Pittman read over the new amendments in the ordinance regarding public hearing procedure. He then asked if there was a motion to approve the September 18th minutes. John Morehouse made a motion to approve the minutes as is. Rob Walthour seconded the motion to approve. The vote was unanimous. The motion to approve carried.

IV. MOTION TO OPEN THE PUBLIC HEARING:

Chairman Pittman asked if there was a motion to open the public hearing. Rob Walthour made a motion to open the public hearing. Stan Porter seconded the motion. The vote was unanimous. The motion to open the public hearing carried.

V. PUBLIC HEARING:

New Business:

1. Joseph Lloyd: Chairman Pittman asked if anyone was present for the Lloyd variance and if so to please come forward and state your name and address. Joseph Lloyd came forward and stated that he lives at 957 Durham Road and also owns the property at 55 Durham Road. He read over a letter that he had given to the Planning Commission and in the letter he stated that he would like a variance to be able to build 42' from the centerline of the county road. He said that he would like to build a 24x48 pole barn to store some of his farm equipment. He said that it would not have power nor water. He said that he had already prepared the building site then read what the county setbacks were from the road. He said that this location was the best spot to build the structure. Cindy Askew asked Mr. Lloyd if he planned on leaving the buffer of trees between the building and the road that currently exists, and Mr. Lloyd said yes. Todd Holt asked Mr. Lloyd how far he lived from this site, and he said about a mile down the road. There were no other questions.

2. Thomas Guthrie: Chairman Pittman asked if anyone was present for the Guthrie variance and if so to please come forward and state your name and address. Thomas Guthrie came forward and stated he lives at 5211 Darrowby Drive in Ooltewah Tennessee. He said that he was the executor of his parents' estate and that his sister lives in the house located on the property and it was his mothers wish that she be given the house. He stated that this has been in court, and the property has to be sold. He said that his sister will have to buy the house and that she cannot buy more than two acres. There was discussion on surrounding lot sizes. Jon Hentz stated that because of the slope of the property he feels like it would not be good for farming. John Morehouse asked if the barn would be included with the two acres and Mr. Guthrie said no. Chairman Pittman asked for a motion to extend the time longer than twelve minutes because the Board has used some of the time for discussion. Cindy Askew seconded the motion. The vote was unanimous to extend the time. Michael Guthrie, who is a brother and lives at 2481 W. Cove Road came forward and stated that only dividing her out two acres would leave larger tracts to be sold. There were no other comments and Chairman Pittman stated that for the record an additional two minutes were given.

VI: MOTION TO CLOSE PUBLIC HEARING:

Chairman Pittman asked if there was a motion to close the public hearing. Jon Hentz made a motion to close the public hearing. Stan Porter seconded the motion. The vote was unanimous. The motion to close the public hearing carried.

VII: MOTION TO OPEN NEW BUSINESS:

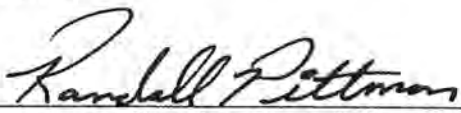
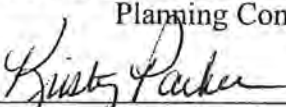
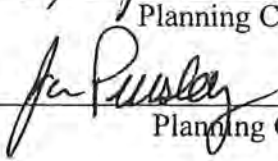
Chairman Pittman asked if there was a motion to open the new business. John Morehouse made a motion to open new business. Todd Holt seconded the motion. The vote was unanimous. The motion to open new business carried.

VIII: NEW BUSINESS:

1. **Joseph Lloyd:** Chairman Pittman asked if there was a motion to approve or deny the variance request. Jon Hentz made a motion to approve the variance. Todd Holt seconded the motion to approve. The vote was unanimous. The motion to approve carried.
2. **Thomas Guthrie:** Chairman Pittman asked if there was a motion to approve or deny this variance. John Morehouse made a motion to approve. Stan Porter said he would like to add that the variance be approved with the stipulation that the Guthries come back within six months and rezone the two acre parcel to RA. John Morehouse agreed with these stipulations being added to his motion. Rob Walthour seconded the motion with the stipulations. Todd Holt abstained from the vote and the rest of the members voted to approve the variance with the stipulations. The motion to approve carried.

IX: ADJOURNMENT:

Chairman Pittman asked if there was a motion to adjourn. Stan Porter made a motion to adjourn. Todd Holt seconded the motion. The vote was unanimous. Motion to adjourn carried.

<u>11-20-2025</u>	<u></u>
Date Submitted:	Planning Commission Chairman
<u>11-20-2025</u>	<u></u>
Date Submitted:	Planning Commission Secretary
<u>11-20-2025</u>	<u></u>
Date Submitted:	Planning Commission Director



Walker County Planning Commission
Minutes

November 20, 2025
Walker County Civic Center
6:00 PM

ATTENDEES:

Planning Commission Members

Rob Walthour
Randy Pittman
John Morehouse
Stan Porter
Todd Holt
Will Ingram

Walker County Planning Staff

Jon Pursley, Planning Director
Kristy Parker, Planning Commission Secretary

I. CALL TO ORDER:

Chairman Pittman called the meeting to order at 6:00 P.M.

II. ROLL CALL:

III. READING & APPROVAL OF OCTOBER 16, 2025 MEETING MINUTES:

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Chairman Pittman asked if there was a motion to open the public hearing. John Morehouse made a motion to open the public hearing. Will Ingram seconded the motion. The vote was unanimous. The motion to open the public hearing carried.

V. PUBLIC HEARING:

New Business:

1. Ronnie Martin: Chairman Pittman asked if Mr. Martin was present. Ronnie Martin came forward and stated that years ago he turned part of his garage into an apartment after getting a divorce and would now like to build a house on the property. There was some discussion on the fact that tax records show there being a house on the property, but Mr. Martin stated there was not a house just his garage. His son Keith Martin came forward and explained that his dad uses the garage to work on trucks, but it was just a small apartment inside and it would convert back to all garage after his house is built.

2. Clarence Lowell Poteet: Chairman Pittman asked if Mr. Poteet was present. Lowell Poteet came forward with his son Steven. Steven Poteet stated that his house is beside his dad's house and his brother lives behind him. He stated that the property is not used for agricultural and that they would like to rezone it so that his dad's house could be on a one-acre tract and the rest can be added to the sons property.

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Date Submitted: _____ Planning Commission Chairman

Date Submitted: _____ Planning Commission Secretary

Date Submitted: _____ Planning Commission Director



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Minutes

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Date Submitted:	_____	Planning Commission Chairman
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Date Submitted:	_____	Planning Commission Secretary
-----------------	-------	-------------------------------

Date Submitted:	_____	Planning Commission Director
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MARK YOUR CALENDAR

FRIDAY, OCT. 24

The Anna Shaw Children's Institute (ASCI) will host the **10th annual North Georgia Autism Conference** on Friday, Oct. 24, at the Dalton Convention Center at 2211 Tony Ingle Parkway in Dalton. Elizabeth Bonker, international advocate for Nonspeakers with Autism and founder of Communication4All, will be the keynote speaker. Her May 2022 valedictorian commencement address at Rollins College went viral on social media. The event is intended for parents, caregivers, educators, professionals, medical providers, young adults on the autism spectrum, self-advocates and other interested individuals. To register, visit VitruvianHealth.com/autismconference. For more information, contact Coker at lcoker@hhcs.org.

SUNDAY, OCT. 26

The **Walker County Historical Society will meet** Sunday, Oct. 26, at 3 p.m. at the Marsh House in LaFayette. The speaker will be local historian Doug Carson, who will share a popular program that he presented first to the Chattanooga Valley Historical Association: William Crutchfield, a notorious resident of Chattanooga Valley, having land on Chattanooga Valley Road, where Ashland Farms is located. More information: 706-764-2801.

THURSDAY, OCT. 30

The **Marsh House Museum in LaFayette will offer its annual Ghost Tours** on Thursday, Friday, and Saturday, Oct. 30-31 and Nov. 1, from 6-8 p.m. It will include a candlelight tour of the house furnished for the Halloween season, then a walk to the Marsh tombstones in the LaFayette Cemetery, and finally brew served by a witch around a campfire. The tour will include information on those who died in or near the house over the past 180 years, including soldiers whose bloodstains are on the original hall floor and the circumstances of the Certified Haunted Certificate over the front desk. There will be new features during the tour, including strange happenings of the past 25 years. The cost of the event will be \$25 per person. Children must be at least 12 years old and accompanied by a guardian. Registration will be by a message to house-marsh6@gmail.com. Pre-emption through the "Do-

the general fund for camper scholarships. Shooters of all ages are welcome to participate; everyone is invited to enjoy the other activities. Come out to see fall foliage and support a camper for 2026. Veterans will be honored by receiving a free lunch. Camp New Dawn is also seeking sponsors. Look at the Camp New Dawn Facebook page or call Alan Chandler at 706-539-2235. Sponsorships are as follows: event sponsor — \$500; range/activity sponsor — \$300; lane sponsor — \$150. Send to Camp New Dawn, 245 South Cedar Lane, Chickamauga GA 30707.

MONDAY, NOV. 10

The **regular meeting of the Walker County Development Authority for the month of November has been rescheduled** from Tuesday, Nov. 11, to Monday, Nov. 10, at 10 a.m. Meetings are held at the Walker County Civic Center at 10052 U.S. Highway 27 in Rock Spring.

MONDAY, DEC. 1

Empty Stocking's "Christmas Dinner" provides food assistance for needy Walker County residents at Christmas time when traditional sources are limited. Applications can be picked up at various locations in the county, including the Department of Family and Children Services (DFCS) in Rock Spring, the LaFayette Housing Authority, the Walker County Health Department, and all Walker County libraries. Completed applications should be returned to one of these locations. Applications can also be requested by sending an email to lafayetteareaemptystockingfund@gmail.com. Only one application per household is required. **The last day for turning in an application is Monday, Dec. 1.** Applications are reviewed and those approved to receive food will be notified by letter when to arrive for food pickup. Volunteers from the LaFayette Rotary Club, Walker Schools, The GFWC LaFayette Woman's Club, Walker County Fire and EMS, Roper Corp., and others complete the three-day process of bulk truck unload and organizing, grocery bagging, and food distribution. This year's food distribution date is Friday, Dec. 19, from 8:30 a.m. to noon at the Walker County Civic Center Ag Building.

at 6:30 p.m. at Flintstone Chapel and Event Center at 2503 Chattanooga Valley Road. The public is invited to attend. For more information, contact Retha Nelson at info@rethanson.com.

High Point Community Club meets the second Tuesday of each month at 11:30 a.m. on Pace Road, near Ga. Highway 136, in the High Point Community. Meetings start with a shared meal of covered dishes, desserts, and drinks, followed by a business session. Activities sometimes include a guest speaker, Bingo or other games. Bring a covered dish and join the meetings. For more details, contact Tammy at 423-762-1464.

LaFayette Quilting Club meets at 10 a.m. at the LaFayette library every first and third Wednesday each month. Please join if you are a quilter or are interested in learning to quilt. Contact Sandra Robinson at 706-638-6060 for more information.

Walker County African American Museum and Multicultural Center at 309 N. Main St. in LaFayette features graphic and interactive exhibits highlighting the history and culture of African Americans in the Lookout Mountain Judicial District. The center emphasizes Walker County but also includes Catoosa, Chattooga, and Dade counties. It is open Friday and Saturday from 1-5 p.m. and by appointment. Call: 706-670-1165. Email: wcaahaa@yahoo.com. Website: walkercountyafrikanamerican.com. Facebook: "Walker County, Georgia African American Museum and Memorial Park."

Walker Rocks Tourism Committee holds meetings the third Monday of each month at 1:30 p.m. in the Walker County Civic Center at 10052 U.S. Highway 27 in Rock Spring.

Lookout Mountain CASA (Court Appointed Special Advocates) needs volunteers to advocate for the best interest of the abused and neglected children of Catoosa, Dade, Walker and Chattooga counties who are in foster care. CASA volunteers serve as the eyes and ears of the juvenile court judges. For more information, visit the website at lookoutmtncasa.com or call 901-496-6164.

American Legion Post 339 in LaFayette meets the third Monday of each month at 6 p.m. at 209 Chattanooga St. This meeting is

170

Public Notices

NOW AVAILABLE!

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END ROLLS**
Great for packing,
painting,
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etc....

**\$5.00 PER ROLL
plus tax**

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& ADDITIONS
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competitors.
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7010

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7010

Autos For

2012 Volvo, S60
\$4000.
Call 706-676-31

**7999
LEGAL**

8001

Juvenile/Y

Wm1583
gpn10
IN THE JUVENILE C
WALKER COUN
STATE OF GEOR
IN THE INTEREST OF:
Age: A child under 18 Ye
DOB: 02/03/2024 SEX:
Case no. 146-25J-00332
NOTICE OF SUM
TO: BRITTANY RICHEL
You are hereby no
JONATHAN SMITH, has
plaint in the court whic
the above minor child is
child and seeks to leg
child. The Complaint was
tobler 6", 2025 and an Ord
by Publication was enl
court on October 6", 2025
by commanded to and re
pear before the Juv
Walker County, Georgia c
of, November, 2025, at 1:
purpose of determining
prayers of said Complai
granted.
A copy of the Complaint
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Court at the Courthouse
Georgia during regular bu
You are further notified
sponsive pleadings are no
they are permissible, and
courage to file respon
with the Clerk of the Co
days from the date of t
Service by Publication.
Witnesseth the Honorabl
Ellis, Judge of Said Court
This 7th day of October, 20
John Friant,
Clerk of Juvenile C
Walker County, Ge
10:15,22,29,11:52

Wm1585
gpn10
IN THE JUVENILE C
WALKER COUN
STATE OF GEOR
IN THE INTEREST OF:
Age: 15 DOB: 08/14/2010 F
Case No. 146-25J-248
A Child Under 18 Years of
NOTICE OF SUM
TO: BRANDY SHAHAN
SHAHAN, AND ANY UN
TATIVE FATHERS AND
PARTIES WHO CL
PARENTAL OR CUSTOD
TO THE CHILD IDENTIFI
BORN TO BRANDY SHA
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You are hereby notified
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Children Services has file
this Court which alleges t
minor child is depende
custody of said child. Th
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2025, and on Order for S
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September 24, 2025. You
commanded to and requi
before the Juvenile Cou
County, Georgia, on the
January, 2026, at 10:00 a
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pose of answering the
the petition alleging det
determining whether the
said petition should be
general nature of the alle
petition are that the ch
subjected to abuse and/o
is in need of the prote
Court.
A copy of the petition ma
from the Clerk of the Juv
the Courthouse in LaFay
during regular business
Clerk's telephone numb
3044. The Clerk's mailin
Juvenile Court Clerk, Po
601, LaFayette, Georgia.
You may request an ap
Appointment of Counsel
contacting the Juvenile
Box 601, LaFayette, GA
ing 706-638-3044.
Witnesseth The Honorabl
Ellis, Judge of said Court.
this 8th day of October, 20
John Friant,
Deputy Clerk of said
10:15,22,29,11:52

Wm1593
gpn10
IN THE SUPERIOR CO
WALKER COUN
STATE OF GEOR
Kacee William Callahan,
Petitioner
Marcia Denise Salisbury,
Sarah Michelle Henry,
And Billy Lee Salisbury,
Respondents
Civil Action File No: SUC
**NOTICE FOR SER
BY PUBLICATI**



**Walker County
Planning Commission Meeting**

**November 20, 2025
6:00 P.M.
Walker County Civic Center**

AGENDA

I. CALL TO ORDER

II. ROLL CALL

III. READING AND APPROVAL OF MINUTES FOR OCTOBER 16, 2025 MEETING

IV. MOTION TO OPEN PUBLIC HEARING:

V. NEW BUSINESS:

A. VARIANCE:

1. **Ronnie Martin:** Requests a variance to build a second house on 2.84 acres in an A-1 (Agricultural) zone for property located at 610 Townsend Road Rocky Face, GA. 30740. Tax map & parcel numbers 0-587-033.

B. REZONE:

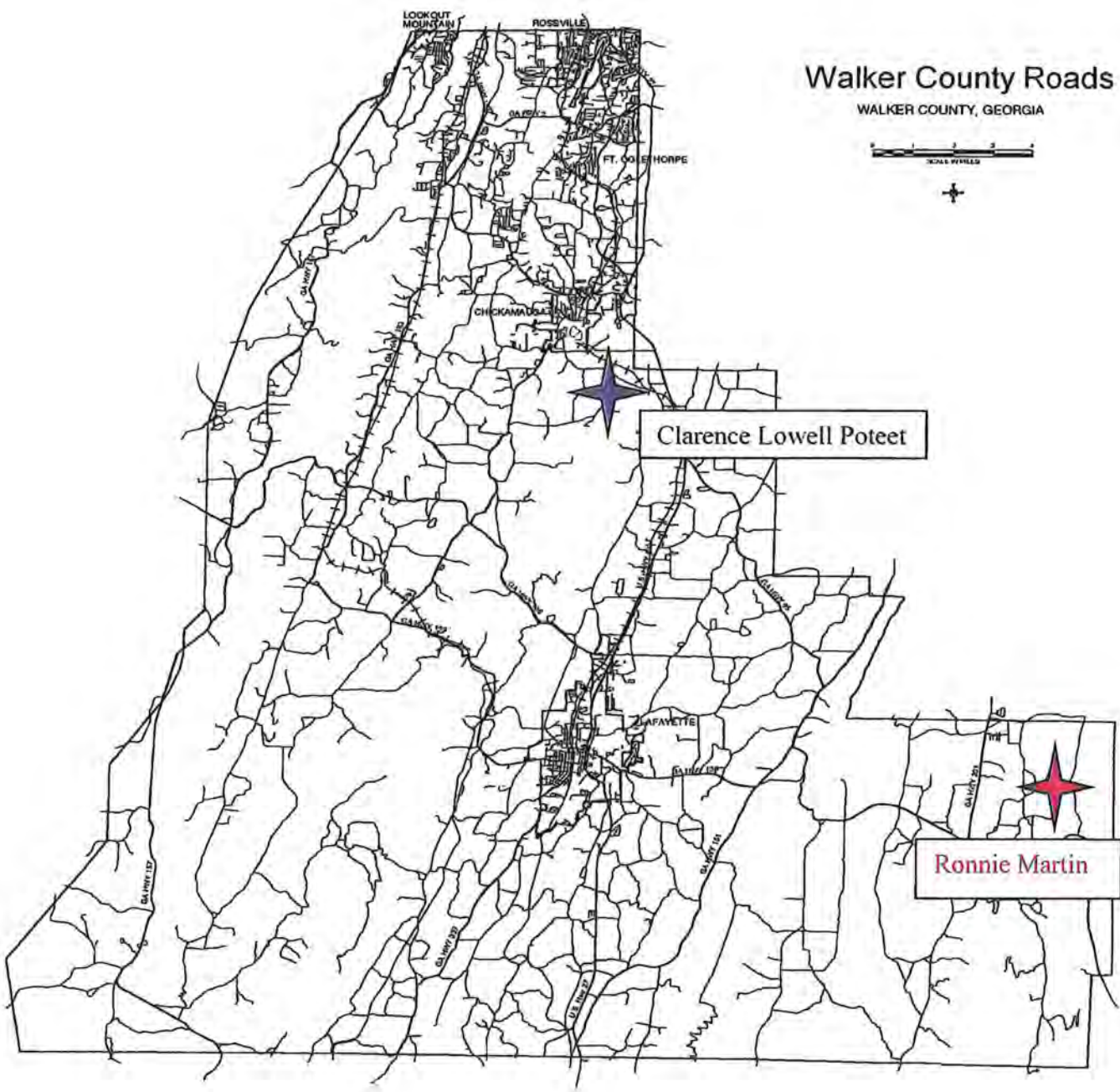
1. **Clarence Lowell Poteet:** Requests a rezone from A-1 (Agricultural) to RA (Residential/Agricultural) for property located at 29 Poteet Drive Chickamauga, GA. 30707. Tax map & parcel number 0-307-029.

VI. MOTION TO CLOSE PUBLIC HEARING:

VII. MOTION TO GO INTO NEW BUSINESS:

1. **Ronnie Martin**
2. **Clarence Lowell Poteet**

VIII. ADJOURNMENT:



Walker County Roads

WALKER COUNTY, GEORGIA

0 1 2 3 4
MILES



Clarence Lowell Poteet

Ronnie Martin



Walker County Planning Commission
Minutes

October 16, 2025
Walker County Civic Center
6:00 PM

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Stan Porter
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Cindy Askew
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New Business:

1. Joseph Lloyd: Chairman Pittman asked if anyone was present for the Lloyd variance and if so to please come forward and state your name and address. Joseph Lloyd came forward and stated that he lives at 957 Durham Road and also owns the property at 55 Durham Road. He read over a letter that he had given to the Planning Commission and in the letter he stated that he would like a variance to be able to build 42' from the centerline of the county road. He said that he would like to build a 24x48 pole barn to store some of his farm equipment. He said that it would not have power nor water. He said that he had already prepared the building site then read what the county setbacks were from the road. He said that this location was the best spot to build the structure. Cindy Askew asked Mr. Lloyd if he planned on leaving the buffer of trees between the building and the road that currently exists, and Mr. Lloyd said yes. Todd Holt asked Mr. Lloyd how far he lived from this site, and he said about a mile down the road. There were no other questions.

2. Thomas Guthrie: Chairman Pittman asked if anyone was present for the Guthrie variance and if so to please come forward and state your name and address. Thomas Guthrie came forward and stated he lives at 5211 Darrowby Drive in Ooltewah Tennessee. He said that he was the executor of his parents' estate and that his sister lives in the house located on the property and it was his mothers wish that she be given the house. He stated that this has been in court, and the property has to be sold. He said that his sister will have to buy the house and that she cannot buy more than two acres. There was discussion on surrounding lot sizes. Jon Hentz stated that because of the slope of the property he feels like it would not be good for farming. John Morehouse asked if the barn would be included with the two acres and Mr. Guthrie said no. Chairman Pittman asked for a motion to extend the time longer than twelve minutes because the Board has used some of the time for discussion. Cindy Askew seconded the motion. The vote was unanimous to extend the time. Michael Guthrie, who is a brother and lives at 2481 W. Cove Road came forward and stated that only dividing her out two acres would leave larger tracts to be sold. There were no other comments and Chairman Pittman stated that for the record an additional two minutes were given.

VI: MOTION TO CLOSE PUBLIC HEARING:

Chairman Pittman asked if there was a motion to close the public hearing. Jon Hentz made a motion to close the public hearing. Stan Porter seconded the motion. The vote was unanimous. The motion to close the public hearing carried.

VII: MOTION TO OPEN NEW BUSINESS:

Chairman Pittman asked if there was a motion to open the new business. John Morehouse made a motion to open new business. Todd Holt seconded the motion. The vote was unanimous. The motion to open new business carried.

VIII: NEW BUSINESS:

1. Joseph Lloyd: Chairman Pittman asked if there was a motion to approve or deny the variance request. Jon Hentz made a motion to approve the variance. Todd Holt seconded the motion to approve. The vote was unanimous. The motion to approve carried.

2. Thomas Guthrie: Chairman Pittman asked if there was a motion to approve or deny this variance. John Morehouse made a motion to approve. Stan Porter said he would like to add that the variance be approved with the stipulation that the Guthries come back within six months and rezone the two acre parcel to RA. John Morehouse agreed with these stipulations being added to his motion. Rob Walthour seconded the motion with the stipulations. Todd Holt abstained from the vote and the rest of the members voted to approve the variance with the stipulations. The motion to approve carried.

IX: ADJOURNMENT:

Chairman Pittman asked if there was a motion to adjourn. Stan Porter made a motion to adjourn. Todd Holt seconded the motion. The vote was unanimous. Motion to adjourn carried.

Date Submitted:Planning Commission Chairman

Date Submitted:Planning Commission Secretary

Date Submitted:Planning Commission Director

WALKER COUNTY
PLANNING & DEVELOPMENT
AGENDA ITEM

Owner: Ronnie Martin

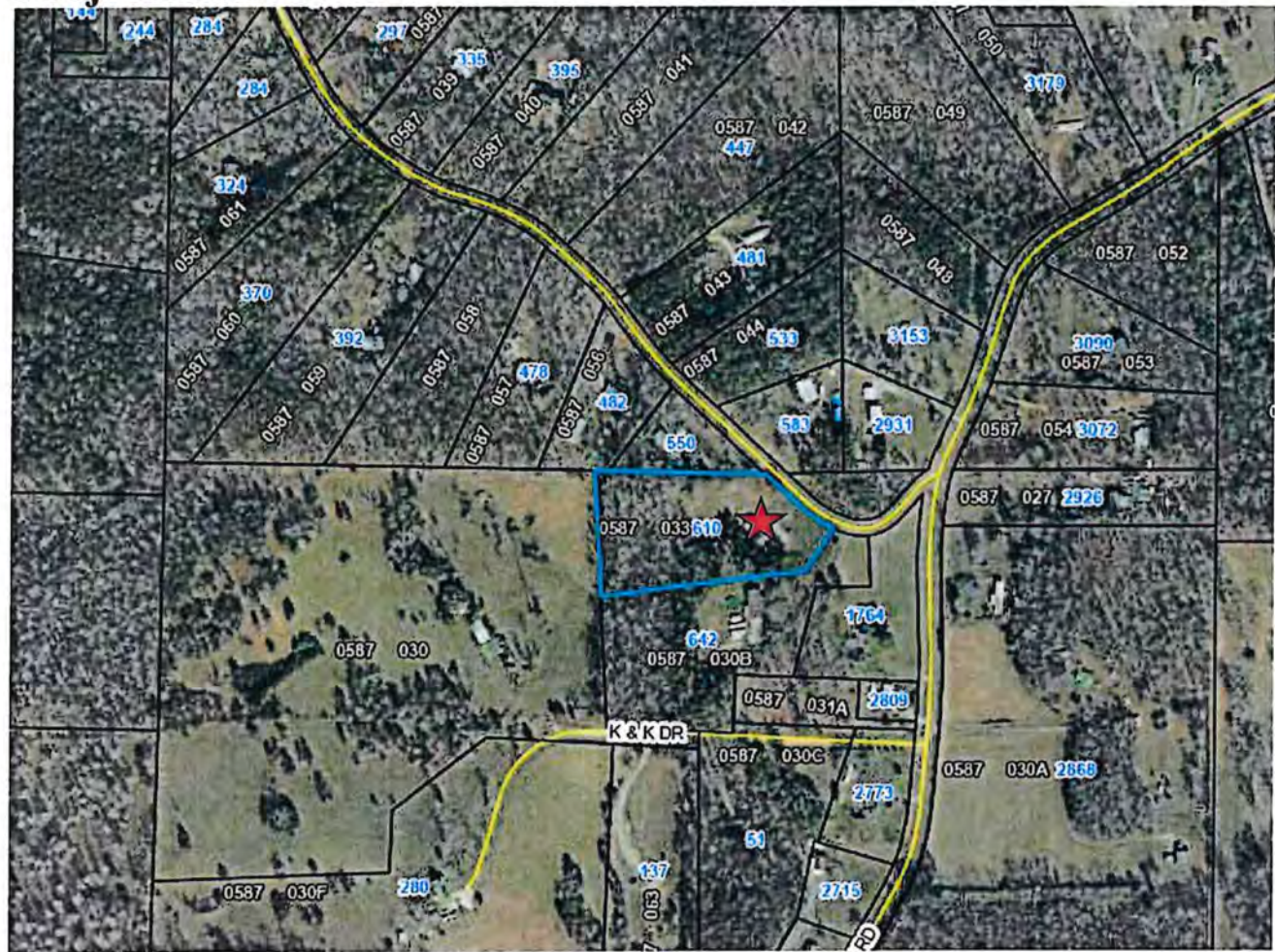
Petitioner: same

Location of Property: 610 Townsend Road
Rocky Face, GA. 30740

Tax map & parcel number 0-587-033

	PC Meeting Date:	11/20/2025
	Present Zoning:	A-1 (Agricultural)
APPLICANT'S INTENT:	Requesting to build a second house on 2.84+/- acres in an A-1 zone.	
DETAILS OF REQUEST:	The Comprehensive Plan shows Rural Residential Area. This recommends lot sizes to be 1-5 acres.	

Projected Area:





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

☐ Rezone ☐ Conditional Use Variance ☒ Variance

Current Zoning:	Requested Change:	
A1	Variance	
Map & Parcel	Date:	Fee:
0587 033	9-18-25	150.00

Applicant/Owner & Phone: Hebbie Martin 706 847-6553

Street Name & Number: 110 Townsend Rd

Mailing Address: _____

City, State, Zip Code: Rocky Hill, Ga. 30740

Request: build house on 2.84 acres that already
has one house there - A-1 zone

PLANNING COMMISSION RECOMMENDATION:

- _____

- ☐ APPROVED AS SUBMITTED
☐ APPROVED WITH CONDITIONS
☐ TABLED
☐ DENIAL

BOARD OF COMMISSIONERS FINAL DECISION:

- _____

- ☐ APPROVED AS SUBMITTED
☐ APPROVED WITH CONDITIONS
☐ TABLED
☐ DENIAL

The following disclosure is required of the applicant(s) by Section 15-67A of O.C.G.A. The following is for disclosure purposes only and does not disqualify the petition.

Within the past two years, have you made either campaign contributions totaling \$250.00 or more and/or given gifts having value of \$250.00 or more to a local government official who will be responsible for making a recommendation or decision on the application? YES ☐ NO ☒ If YES, then on a separate page, please furnish the following information:

- A) The name of the local government official(s) to whom cash contribution or gift was made
B) The total dollar amount(s) of each campaign made by the applicant to each local official during the two years immediately preceding the filing of the application
C) An enumeration and description of each gift having value of \$250.00 or more made by the applicant to each local government official within the past two years.

Signature of Applicant/Owner:

[Signature]
APPLICANT/OWNER

9-18-2025
DATE



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

☐ Rezone ☐ Conditional Use Variance ☒ Variance

Current Zoning:	Requested Change:	
A-1	Variance	
Map & Parcel	Date:	Fee:
0587 033	9-18-25	150.00

Applicant/Owner & Phone: Rexie Martin 706-847-6553

Street Name & Number: 610 Townsend Ave

Mailing Address: _____

City, State, Zip Code: Rocky Hill, Ga. 30740

Request: build house on 2.84 acres that already has one house there - A-1 zone

PLANNING COMMISSION RECOMMENDATION:

11-20-2025

☐ APPROVED AS SUBMITTED
☒ APPROVED WITH CONDITIONS
☐ TABLED
☐ DENIAL

BOARD OF COMMISSIONERS FINAL DECISION:

☐ APPROVED AS SUBMITTED
☐ APPROVED WITH CONDITIONS
☐ TABLED
☐ DENIAL

Todd Holt made a motion to approve the variance with the stipulation that after the new house is built that the apartment in the garage will be done away with. John Morchouse seconded the motion to approve with the stipulations. The vote was unanimous. The motion to approve with stipulations carried

The following disclosure is required of the applicant(s) by Section 36-67A of O.C.G.A. The following is for disclosure purposes only and does not disqualify the petition.

Within the past two years, have you made either campaign contributions totaling \$250.00 or more and/or given gifts having value of \$250.00 or more to a local government official who will be responsible for making a recommendation or decision on the application? YES ☐ NO ☒ If YES, then on a separate page, please furnish the following information;

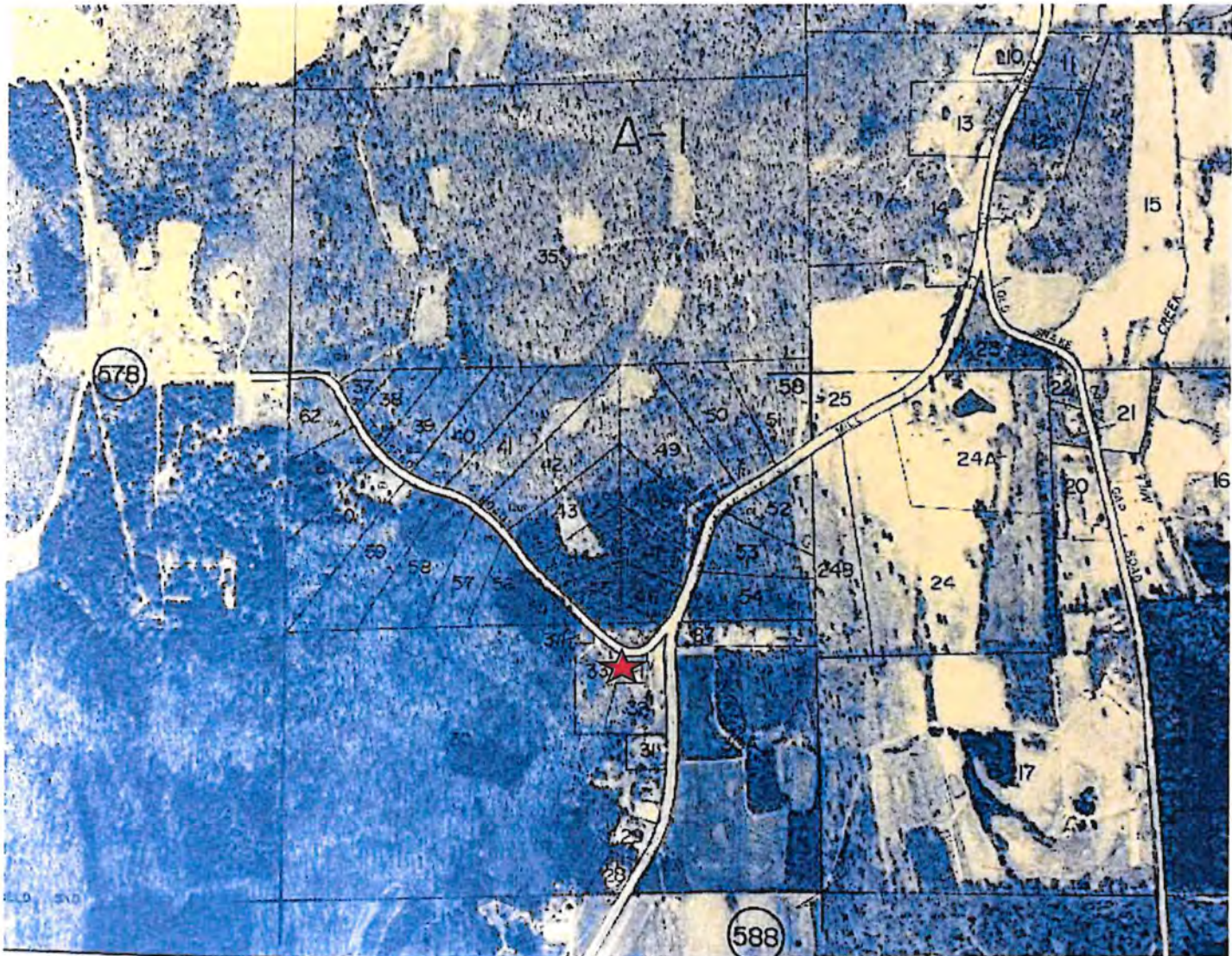
- A) The name of the local government official(s) to whom cash contribution or gift was made.
- B) The total dollar amount(s) of each campaign made by the applicant to each local official during the two years immediately preceding the filing of the application.
- C) An enumeration and description of each gift having value of \$250.00 or more made by the applicant to each local government official within the past two years.

Signature of Applicant/Owner: _____

APPLICANT/OWNER

9-18-2025
DATE

Zoning Map:



Future Land Use Map:



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

Character Areas

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



Figure 31. Chamberlain Road, west of LaFayette

Rural Residential: LaFayette, Rossville, and Walker County

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

Suggested Development Strategy:

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

Land uses:

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

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

WALKER COUNTY
PLANNING & DEVELOPMENT
AGENDA ITEM

Owner: Clarence Lowell Poteet

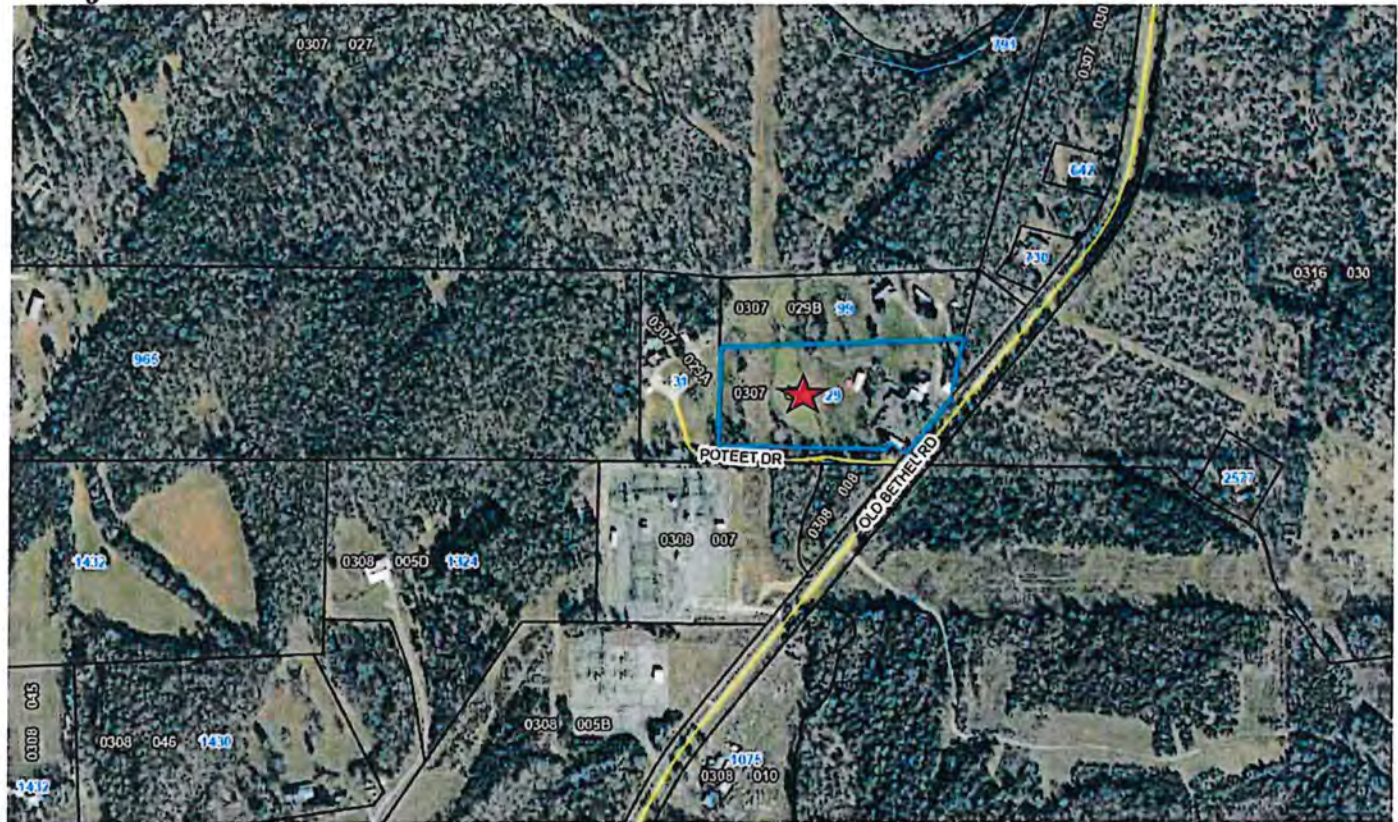
Petitioner: Same

Location of Property: 29 Poteet Drive
Chickamauga, GA. 30707

Tax map & parcel numbers 0-307-029

	PC Meeting Date:	11/20/2025
	Present Zoning:	A-1 (Agricultural)
APPLICANT'S INTENT:	Requesting to rezone his 5.24 acres from A-1 to RA	
DETAILS OF REQUEST:	The Comprehensive Plan shows Rural Residential. This states to limit residential developments to 1-5 acres. There are two homes on this 5.24 acres.	

Projected Area:





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

☐ Rezone ☐ Conditional Use Variance ☐ Variance

Current Zoning:	Requested Change:	
A1	RE-ZONE RA	
Map & Parcel	Date:	Fee:
2307 029	10-10-2010	150.00

Applicant/Owner & Phone: Lowell Poteet

Street Name & Number: 29 POTEET DRIVE

Mailing Address: 29 POTEET DRIVE

City, State, Zip Code: CHICKAMAUGA, GA 30707

Request: RE-ZONE TO RA

PLANNING COMMISSION RECOMMENDATION:

- ☐ APPROVED AS SUBMITTED
☐ APPROVED WITH CONDITIONS
☐ TABLED
☐ DENIAL

BOARD OF COMMISSIONERS FINAL DECISION:

- ☐ APPROVED AS SUBMITTED
☐ APPROVED WITH CONDITIONS
☐ TABLED
☐ DENIAL

The following disclosure is required of the applicant(s) by Section 36-67A of O.C.G.A. The following is for disclosure purposes only and does not disqualify the petition.

Within the past two years, have you made either campaign contributions totaling \$250.00 or more and/or given gifts having value of \$250.00 or more to a local government official who will be responsible for making a recommendation or decision on the application? YES ☐ NO ☒ If YES, then on a separate page, please furnish the following information:

- The name of the local government official(s) to whom cash contribution or gift was made.
- The total dollar amount(s) of each campaign made by the applicant to each local official during the two years immediately preceding the filing of the application.
- An enumeration and description of each gift having value of \$250.00 or more made by the applicant to each local government official within the past two years.

Signature of Applicant/Owner:

Lowell L. Poteet 10-10-25

APPLICANT/OWNER

DATE



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

☐ Rezone ☐ Conditional Use Variance ☐ Variance

Current Zoning:	Requested Change:	
A1	RE-ZONE RA	
Map & Parcel	Date:	Fee:
0307 029	10-10-2025	15000

Applicant/Owner & Phone: Lowell Poteet

Street Name & Number: 29 POTEET DRIVE

Mailing Address: 29 POTEET DRIVE

City, State, Zip Code: CHICKAMAUGA, GA 30707

Request:

RE-ZONE TO RA

PLANNING COMMISSION RECOMMENDATION:

11-20-2025 ☒ APPROVED AS SUBMITTED
☐ APPROVED WITH CONDITIONS
☐ TABLED
☐ DENIAL

BOARD OF COMMISSIONERS FINAL DECISION:

☐ APPROVED AS SUBMITTED
☐ APPROVED WITH CONDITIONS
☐ TABLED
☐ DENIAL

The following disclosure is required of the applicant(s) by Section 36-67A of O.C.G.A. The following is for disclosure purposes only and does not disqualify the petition.

Within the past two years, have you made either campaign contributions totaling \$250.00 or more and/or given gifts having value of \$250.00 or more to a local government official who will be responsible for making a recommendation or decision on the application? YES ☐ NO ☒ If YES, then on a separate page, please furnish the following information;

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

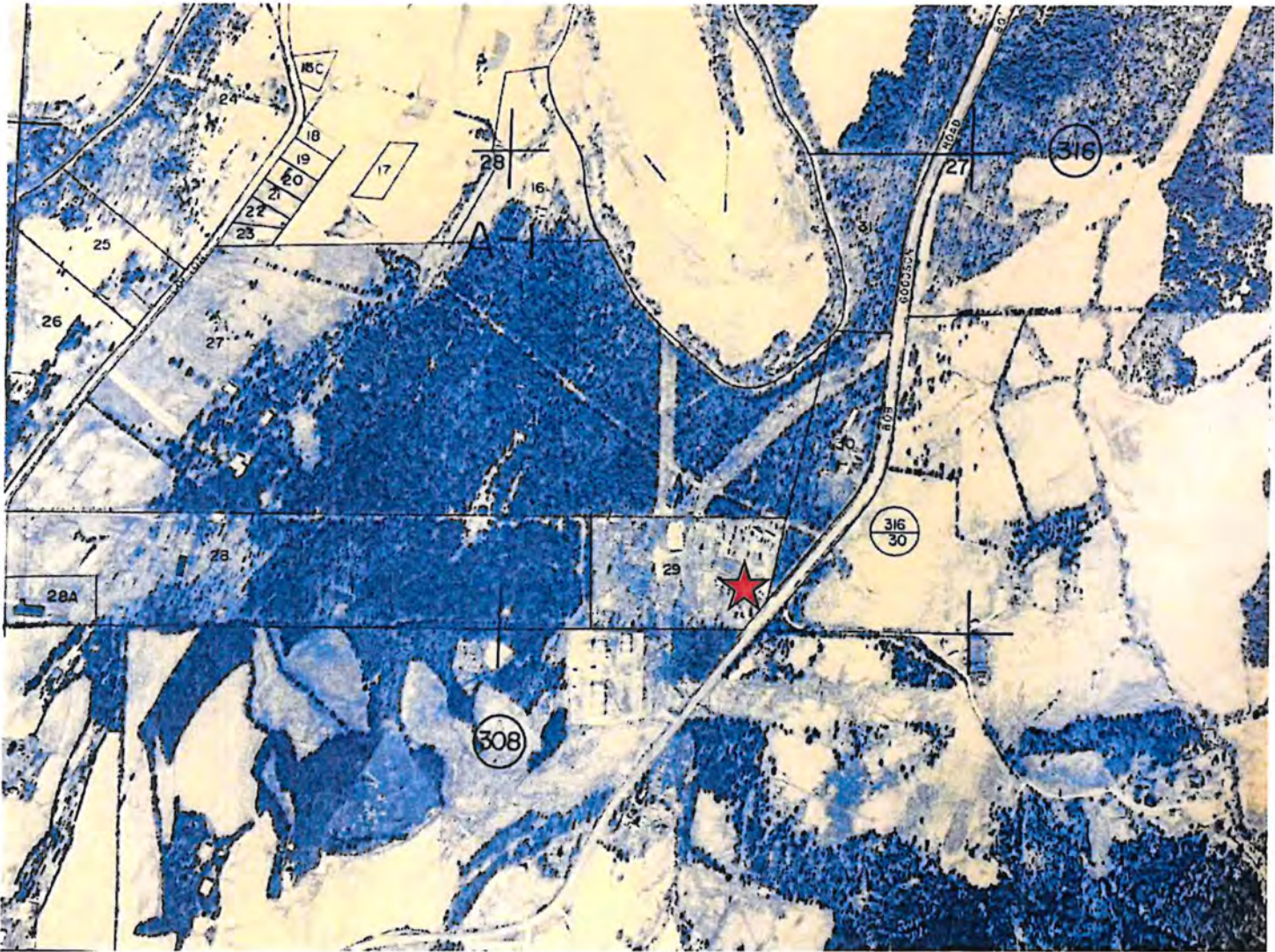
Signature of Applicant/Owner:

Lowell L. Poteet 10-10-25

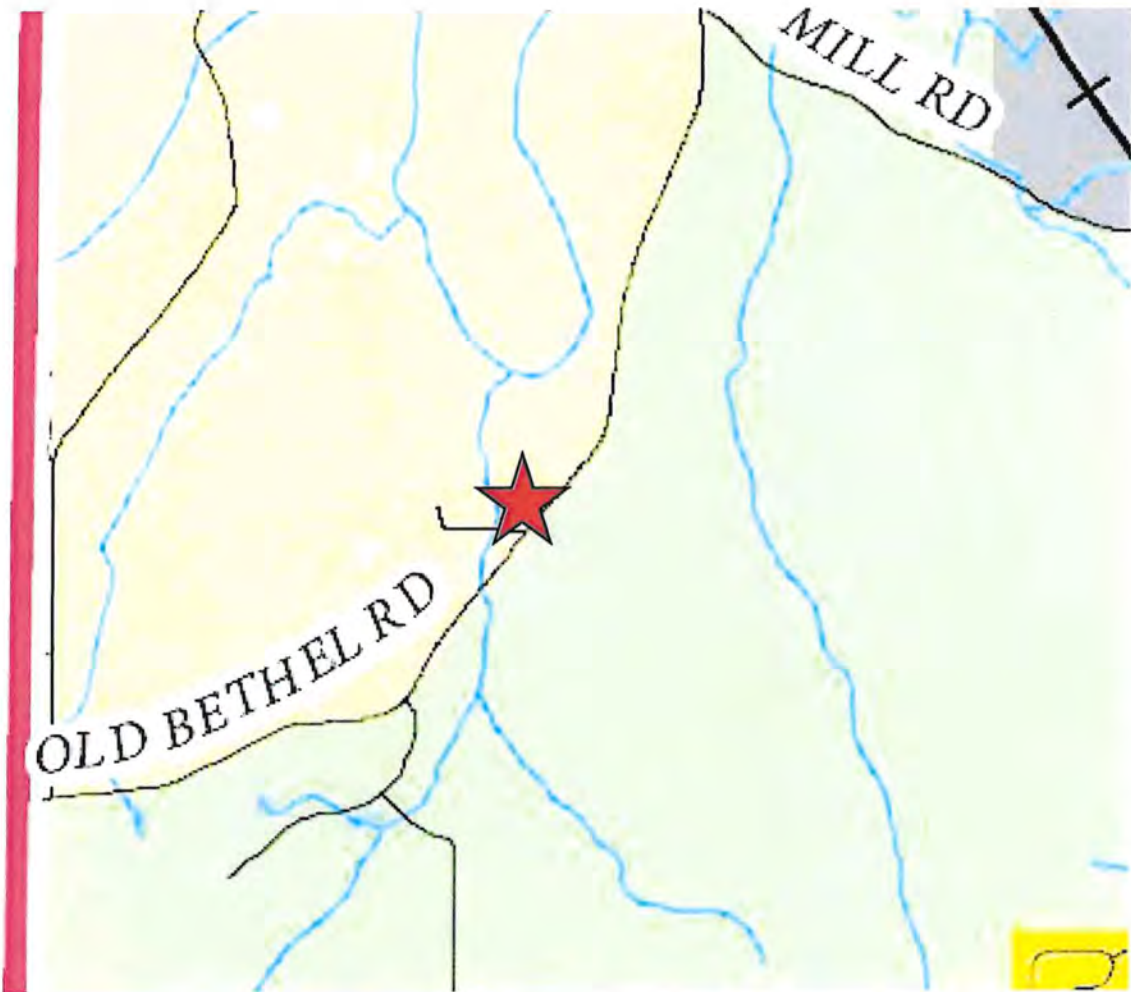
APPLICANT/OWNER

DATE

Zoning Map:



Future Land Use Map:



Roads	Railroads	Lakes & Ponds	Crossroad Community
Highways	Rivers & Streams	City Limits	
Character Areas			
Activity Center	Downtown Mixed Use	Historic Mill Redevelopment Area	Residential Redevelopment Area
Activity Destination District	Estate Residential	Industrial	Rural Residential
Agriculture / Forestry	Fairyland Proper	Lookout Mountain Neighborhood	School
Airport	Gateway Corridor	Mill Village	Town Center
County Suburban	Greenspace / Conservation Area	Missionary Ridge Residential	Traditional Neighborhood
Downtown Business District	Historic Downtown	Mixed Use	



Figure 51. Chamberlain Road, west of LaFayette

Rural Residential: LaFayette, Rossville, and Walker County

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

Suggested Development Strategy:

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

Land uses:

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

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

CONSIDERATION OF ZONING CRITERIA

1. **Existing land uses and zoning of nearby property:** The zoning of the nearby property is currently zoned A-1 (Agricultural)
2. **Suitability of the subject property for the zone purposed:** Yes
3. **Extent to which property values of the subject property are diminished by the particular zoning restrictions:** None
4. **Extent to which the destruction of property values of the subject property promotes the health, safety, morals or general welfare of the public:** None that we know of.
5. **Relative gain to the public as compared to the hardship imposed upon the individual property owner:** No gain to the public
6. **Whether the subject property has reasonable economic use as currently zoned:** Yes
7. **Length of time the property has been vacant as zoned considered in the context of land development in the vicinity of the property:** The tax records show the property has been owned by Poteet family since 1984.
8. **Whether the proposed zoning will be a use that is suitable in view of the use and development of adjacent and nearby property:** It would be.
9. **Whether the proposed zoning will adversely affect the existing use or usability of adjacent or nearby property:** Not that we know of
10. **Whether the zoning proposal is in conformity with the policies and intent of the Comprehensive Plan:** The Future Land Use Map shows rural residential.
11. **Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.** It would not.
12. **Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal:** Property is 5.24 acres with two houses currently on it.



RESOLUTION R-076-25

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF WALKER COUNTY TO CONVEY PROPERTY APPROVED AT THE NOVEMBER 6, 2025 MEETING

WHEREAS, at its regular meeting on November 6, 2025, the Walker County Board of Commissioners ("Board") considered and voted in favor of the conveyance of a certain tract of real property located at Wallaceville School Road, otherwise referred to as Walker County Tax Parcel 0146-080A, consisting of approximately 3.94 acres, to the City of Chickamauga and/or the City of Chickamauga Schools;

WHEREAS, the property is more particularly described in the Quit Claim Deed attached hereto as Exhibit "A," and is identified as all that tract or parcel of land situated, lying and being in Land Lot 246 of the 9th District and 4th Section of Walker County, Georgia, as shown as Tract 3 on a plat of survey by Charles D. Wardlaw, Georgia Registered Land Surveyor, dated February 6, 1995 and revised November 27, 1998, containing 3.94 acres, and being subject to any and all matters shown on said plat;

WHEREAS, it is the intent of the Board through this present Resolution to (i) clarify that the actual grantee of the property is the City of Chickamauga Board of Education, and (ii) further to ratify and reaffirm the Board's intention to convey such property, and to reaffirm the propriety and legality of the Quit Claim Deed attached hereto as Exhibit "A;" and,

WHEREAS, O.C.G.A. § 36-9-3(a)(3)(A) authorizes the conveyance of county property to another body politic without the necessity of a sealed bid or auction process.

NOW, THEREFORE, BE IT RESOLVED, by the Walker County Board of Commissioners as follows:

1. The Board hereby clarifies and confirms that the actual grantee of the 3.94-acre tract, as more particularly described in Exhibit "A," is the City of Chickamauga Board of Education.
2. The Board hereby ratifies and reaffirms its approval and conveyance of said 3.94-acre tract to the City of Chickamauga Board of Education and further reaffirms in all particulars the Quit Claim Deed attached hereto as Exhibit "A" as being consistent with the authority granted to the Board by O.C.G.A. § 36-9-3(a)(3)(A).
3. The Chair's signature on Exhibit A is hereby ratified and reaffirmed.

SO RESOLVED AND ADOPTED this ____ day of _____, 2025.

ATTEST:

WALKER COUNTY, GEORGIA

LISA RICHARDSON, County 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
_____ the Resolution.

After Recording Return To:
[Aleksandra Jagiella-Litts](#)
Walker County
P.O. Box 445
Lafayette, GA 30728
(706) 638-1437

QUIT CLAIM DEED

**STATE OF GEORGIA
COUNTY OF WALKER**

THIS INDENTURE, made and entered into this _____ day of _____, 2025, between **WALKER COUNTY** of the first part, and **CITY OF CHICKAMAUGA BOARD OF EDUCATION** of the second part,

WITNESSETH, that the said party of the first part, for and in consideration of of the sum of ten dollars (\$10.00), in hand paid, the receipt whereof is hereby acknowledged, has and by these presents does remit, release and forever quitclaim to the said party of the second part, its heirs and assigns, all the right, title, interest, claim or demand the said party of the first part has or may have had in and to the following described real estate, situated in Walker County, Georgia, to wit:

All that tract or parcel of land situate, lying and being in Land Lot 246 in the 9th District and 4th Section of Walker County, Georgia and being more particularly described as follows:

***START** at the intersection of the Southerly right-of-way line of Central of Georgia Railroad and the Westerly right-of-way line of Wheeler Avenue and from said starting point running thence North 72 degrees 44 minutes West 258.54 feet to the point of beginning and from said beginning point running thence North 72 degrees 44 minutes West 697.04 feet; then South 12 degrees 17 minutes 17 seconds West 236.76 feet; thence South 72 degrees 44 minutes East 759.37 feet; thence North 2 degrees 05 minutes 32 seconds West 250 feet to the point of beginning. Said property is described in accordance with a plat of survey dated February 6, 1995 and revised November 27, 1998 by Charles D. Wardlaw, Georgia Registered Land Surveyor. Said property is shown as Tract 3 on said plat and contains 3.94 acres according to said plat. Said property is subject to any and all matters shown on the aforesaid plat.*

With all the rights, members and appurtenances to the said party of the second part so that neither the said party of the first part nor its successors, nor any other person or persons claiming under it shall at any time, by and means, or ways, have, claim or demand any right or title to the aforesaid real estate, or its appurtenances, or any rights thereof.

In witness whereof, the said party of the first part has hereunto set hand and affixes seal on the day and year first above written.

WALKER COUNTY

(SEAL)

BY: _____
CHAIRWOMAN & CEO

ATTEST: _____
CLERK

(AFFIX SEAL)

**Signed, sealed and delivered
in our presence:**

WITNESS

**NOTARY PUBLIC
WALKER COUNTY, GEORGIA
MY COMMISSION EXPIRES : _____**

(AFFIX NOTARY SEAL)



RESOLUTION R-077-25

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF WALKER COUNTY FOR THE ACCEPTANCE AND ADMINISTRATION OF THE DISTRICT HILL HISTORIC CEMETERY PROJECT GRANT

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

WHEREAS, the preservation of historic landmarks, structures, and cemeteries is vital to protecting local heritage and honoring the history of the community; and

WHEREAS, the District Hill Historic Cemetery has been identified as a significant cultural and historical asset requiring preservation, documentation, restoration, and long-term maintenance; and

WHEREAS, the Board recognizes the importance of supporting and preserving historical resources for educational, cultural, and community benefit; and

WHEREAS, the Walker County Historic Preservation Commission ("Commission") has been awarded grant funding in the total amount of Seventy-Five Thousand Dollars (\$75,000.00) for the District Hill Historic Cemetery Project Grant; and

WHEREAS, the Historic Preservation Commission has agreed to oversee and manage the implementation, reporting, expenditures, and compliance of all grant activities; and

WHEREAS, Mr. John Culpepper, serving as Chair of the Historic Preservation Commission, shall provide oversight, supervision, and reporting to the Commission and the Board regarding the progress and expenditure of awarded funds;

THEREFORE BE IT RESOLVED that the Board does hereby:

1. Accept and approve the receipt of the District Hill Historic Cemetery Project Grant in the amount of \$75,000.00;
2. Authorizes the Commission to administer all grant-related responsibilities in accordance with all local, state, and federal regulations;
3. Designates Mr. John Culpepper, Chair, as the individual responsible for oversight, documentation, and reporting of project activities and financial expenditures;
4. Authorizes the County Chair (or designee) to execute all required grant agreements, memoranda, certifications, or related documents necessary to implement this project; and
5. Commits to supporting the preservation and protection of the District Hill Historic Cemetery as a vital historic resource.

SO RESOLVED AND ADOPTED this ____ day of _____, 2025.

ATTEST:

WALKER COUNTY, GEORGIA

LISA RICHARDSON, County 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
_____ the Resolution.



RIVERVIEW
FOUNDATION

October 29, 2025

DRAFT

Mr. John Culpepper, Chairman
Walker County Historic Preservation Commission
1133 Brotherton Lane
Chickamauga, Georgia 30707

Dear John,

I am pleased to confirm that the Riverview Foundation will provide a grant in the amount of \$75,000.00 payable to the Walker County Historic Preservation Commission and restricted to the support of the District Hill Historic Cemetery Project.

Please read the terms of the attached grant contract carefully and call me if any of the conditions are unclear or unacceptable. Sign, date, and return it to indicate your approval of the conditions included therein. If any of the information we have filled in on the contract is incomplete or incorrect, please notify me before you sign and return it. As soon as the contract is returned to us, we will mail you the check.

We have enjoyed being associated with this effort and look forward to the final phase of work, which will include the installation of the memorial monuments and related landscaping features and amenities.

With kindest regards,

DRAFT

Benic M. "Bruz" Clark III

/bmc

Enclosure

cc: Mr. George Fontaine, Sr., Chairman, Riverview Foundation



Organization: Walker County Historic Preservation Commission Telephone: (423) 240-0554
Address: 1133 Brotherton Lane Fax: N/A
Chickamauga, Georgia 30707

Project Director: Mr. John Culpepper, Chairman Telephone: (423) 240-0554
Address: 1133 Brotherton Lane Fax: N/A
Chickamauga, Georgia 30707

\$75,000.00 Date of payment: **DRAFT**

Program Title: District Hill Historic Cemetery Project

Description: This grant provides support for the District Hill Historic Cemetery Project.

The following terms are agreed upon as conditions of this grant:

- 1) The organization is exempt from tax and is an organization described in section 509-a-1, 2, or 3 of the Internal Revenue Code (IRC). (*See # 7 below).
- 2) The funds will be used by the above named organization solely for the purpose described above.
- 3) This grant is not earmarked in any way to support or carry on any lobbying or voter registration activity.
- 4) The organization will keep and maintain records of expenditures adequate to check the use of the grant readily. A final grant report concerning budget, personnel, and program developments will be completed and returned to Riverview Foundation when the project is completed.
- 5) To the extent required by law, the organization will repay Riverview Foundation if the organization is legally determined to have breached any material term of the contract. Riverview Foundation will provide written notice to the organization of any such breach of a material term, and an opportunity to cure of at least 30 days, prior to declaring any such breach.
- 6) The organization will send to the Foundation copies of any printed publicity regarding the awarding of the grant to the program supported by the grant; the organization may, if it chooses, refer to Riverview's support in any such publicity.
- 7) The following special condition will be observed: This grantee is a governmental entity and is considered to be a public charity under IRC Section 170(b)(1)(A)(v).

The terms of this contract are accepted by:

DRAFT

(Name)
Walker County Historic Preservation Commission

(Organization)

(Date)

DRAFT

(Name)
Riverview Foundation

(Organization)

(Date)



RESOLUTION R-078-25

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF WALKER COUNTY TO REAPPOINT MEMBERS 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 Chairman of the Board is to appoint members to all committees of the Board with the approval of the Board; and

WHEREAS, vacancies will exist on the Historic Preservation Commission due to the expiration of terms; and

WHEREAS, Chairwoman Teems submits the reappointment(s) of the following individuals to continue to serve as members of the Walker County Historic Preservation Commission for another three-year term, effective January 1, 2026, and concluding on December 31st, 2028.

John Culpepper	01.01.2026	12.31.2028
Renee Griffin	01.01.2026	12.31.2028
Alan Slaven	01.01.2026	12.31.2028

THEREFORE, BE IT RESOLVED by the Board of Commissioners of Walker County, Georgia that the reappointments of John Culpepper, Renee Griffin and Alan Slaven are approved.

BE IT FURTHER RESOLVED that John Culpepper is appointed to serve as Chair for calendar year 2026.

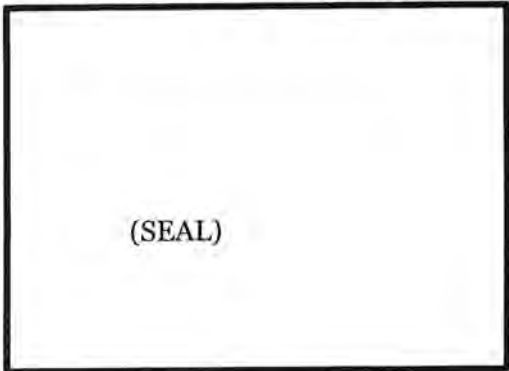
SO RESOLVED AND ADOPTED this 4th day of December, 2025.

ATTEST:

WALKER COUNTY, GEORGIA

LISA RICHARDSON, County Clerk

ANGELA TEEMS, Chairwoman/CEO



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-079-25

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF WALKER COUNTY TO APPOINT A CHAIRPERSON 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 Chairman of the Board is to appoint members to all committees of the Board with the approval of the Board; and

WHEREAS, Chairwoman Teems submits the following appointment to serve as the Chairperson of the Walker County Alcoholic Beverage Commission.

Harold Hughes - for a term ending December 31, 2026

THEREFORE, BE IT RESOLVED by the Board of Commissioners of Walker County, Georgia that the appointment of Harold Hughes to serve as Chairperson of the Walker County Alcoholic Beverage Commission is approved.

SO RESOLVED AND ADOPTED this 4th day of December, 2025.

ATTEST:

WALKER COUNTY, GEORGIA

LISA RICHARDSON, County Clerk

ANGELA TEEMS, Chairwoman/CEO

(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-080-25

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF WALKER COUNTY TO APPOINT MEMBERS OF THE WALKER COUNTY BOARD OF ASSESSORS

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

WHEREAS, O.C.G.A. § 48-5-295 provides that members of the county board of assessors shall be appointed by the county governing authority; and

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

WHEREAS, Chairwoman Teems submits the following appointment to serve as a member of the Walker County Board of Assessors:

Dale McCurdy for a term beginning January 1, 2026 and ending on December 31, 2030

THEREFORE, BE IT RESOLVED by the Board of Commissioners of Walker County, Georgia that the appointment of Dale McCurdy is approved.

SO RESOLVED AND ADOPTED this 4th day of December, 2025.

ATTEST:

WALKER COUNTY, GEORGIA

LISA RICHARDSON, County Clerk

ANGELA TEEMS, Chairwoman/CEO

(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.

MEMORANDUM OF UNDERSTANDING
Between
THE BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA
by and on behalf of
THE UNIVERSITY OF GEORGIA
COOPERATIVE EXTENSION
And WALKER COUNTY

This Memorandum of Understanding ("MOU") is made between the Board of Regents of the University of System of Georgia by and on behalf of the University of Georgia Cooperative Extension (hereinafter "UGA Extension") and **Walker** County, a political subdivision of the State of Georgia, by and through its Board of Commissioners, (hereinafter the "County"), for the provision of Cooperative Extension Services and Personnel in **Walker** County, Georgia.

WHEREAS, through the Smith-Lever Act of the U.S. Congress of 1914, an Agreement was created between The Board of Regents of the University System of Georgia, the University of Georgia, the University of Georgia Cooperative Extension and the U.S. Department of Agriculture, to allow for Extension work to be conducted in the State of Georgia; and

WHEREAS, for over 100 years UGA Extension has offered services in all 159 counties in the State of Georgia; and

WHEREAS, through county offices throughout the state, UGA Extension continues to offer reliable information and programs in the areas of agriculture, food, families, the environment and 4-H youth development; and

WHEREAS, UGA Extension is able to maintain and operate these programs through the use of UGA Extension personnel; and

WHEREAS, UGA Extension and the County agree that the services provided by UGA Extension Personnel are invaluable to the County's citizens and community; and

WHEREAS, the County Board of Commissioners is authorized under Article 9, Section 3, Paragraph 1, and Article 9, Section 4, Paragraph 2, of the Constitution of the State of Georgia as amended in 1983, and by O.C.G.A. § 20-2-62 and O.C.G.A. § 48-5-220 to enter into agreements providing for these types of services; and

WHEREAS, all parties agree that it is necessary and appropriate to define the types of UGA Extension operations and personnel and establish parameters for compensation so that all parties are clear on their respective responsibilities and duties;

NOW, THEREFORE, the Parties agree as follows:

I. OPERATIONS

UGA Extension and the County will support all County Extension personnel operationally as set forth in this MOU regardless of employee compensation status.

A. UGA EXTENSION agrees to the following:

1. UGA Extension shall annually appoint a member of the County Extension personnel to serve as the County Extension Coordinator. The Coordinator shall be responsible for the total County Extension program, staff coordination and supervision, and all communications and transactions between the County and the County Extension staff.
2. UGA Extension shall provide County Extension personnel with the necessary educational materials needed for an effective program. UGA Extension also agrees to plan, implement and conduct training as necessary to keep County Extension personnel adequately prepared to conduct effective, relevant Extension programs.
3. UGA Extension shall reimburse all County Extension personnel directly for expenses incurred for officially designated travel authorized by the District Extension Director.
4. UGA Extension shall support County Extension personnel and the Extension program in the County with necessary assistance of District and State subject matter and supervisory personnel and other resources as available from the University of Georgia, the University System of Georgia, and other agencies and organizations with whom UGA Extension cooperates.
5. UGA Extension shall report to the County Board of Commissioners at regular intervals on the nature of the County Extension program and progress being made.

B. The COUNTY agrees to the following:

1. ***Office and Infrastructure.*** The County shall provide a suitable County Extension office with the suitability of the office to be agreed on by all parties. As a part of the County's budgeting process, the County further agrees to provide sufficient funds to pay for all necessary office supplies, office equipment, telephone, utilities, data communication/networking (including broadband internet connectivity, where available), postage, demonstration materials, janitorial service and other items necessary for the operation of an effective Extension education program. See **Addendum D** for Information Technology (IT) systems and support specifications.
2. ***Vehicles and Travel.*** The County shall furnish a county government vehicle or reimburse the travel expenses of County Extension personnel for official travel in the county or on behalf of Walker County. The reimbursement shall be paid by the County directly to County Extension personnel unless some other method is agreed upon in writing by UGA Extension and the County.

3. ***Annual Review.*** The County shall evaluate financial support to the operations of UGA Extension annually, including compensation of personnel, make adjustments as necessary for continued effective support, and shall notify the UGA Extension of these adjustments. The County Extension Coordinator will prepare and submit for approval an annual operating budget to the County according to standards set by Board of Commissioners for all county departments.

II. COMPENSATION

The UGA Cooperative Extension personnel shall be categorized based on the method of compensation they are associated with, as set forth in the attached addendums (A, B, and C). UGA Extension and the County shall identify and agree upon the appropriate compensation method and personnel relationship for each employee. The following three options are available (CHECK ALL THAT APPLY):

☒ **A. COOPERATIVE DIRECT PAY**

In choosing Cooperative Direct Pay, the County desires for the County Extension Personnel to receive compensation from both the County and from UGA Extension. The amount of compensation to County Extension Personnel under this option, as well as the County's and UGA Extension's responsibility for the County Extension Personnel's withholding and payment of federal and state taxes and contributions toward retirement benefits, shall be divided proportionally between the County and UGA Extension as set forth in Addendum "A".

☐ **B. COOPERATIVE CONTRACT PAY**

In choosing Cooperative Contract Pay, the County desires for County Extension Personnel to receive their compensation from UGA Extension payroll. The amount of compensation to County Extension Personnel under this option, as well as the County's and UGA Extension's responsibility for the County Extension Personnel's withholding and payment of federal and state taxes and contributions toward retirement benefits, shall be divided proportionally between the County and UGA Extension as set forth in Addendum "B". However, for administrative purposes the County Extension Personnel's compensation will come directly from UGA Extension, with the County reimbursing UGA Extension for the County's proportionate share.

☐ **C. COUNTY FUNDED EXTENSION PERSONNEL**

In choosing County Funded Extension Personnel, the County desires for the County Extension Personnel to be an employee of the County receiving compensation from only the County, as set forth in Addendum "C". The County shall be solely responsible for the County Extension Personnel's salary, benefits (including but not limited to health insurance), withholding of federal and state taxes, and retirement benefits (if any).

III. AGREEMENT

1. This MOU shall take effect when it is executed by both **Walker** County and UGA Extension.
2. In instances of conflict between University of Georgia/University System of Georgia and County policies, the University of Georgia/University System of Georgia policies shall govern.
3. The term of this MOU shall be from the date of execution until terminated by either party by written notice of such intent provided ninety (90) days in advance.
4. This MOU may be modified by written agreement of the parties hereto.
5. Neither party to this agreement will discriminate against any employee or applicant for employment because of age, color, disability, genetic information, national origin race, religion, sex, or veteran status.
6. All notices provided for or permitted to be given pursuant to this MOU shall be in writing and shall be deemed to have been properly given or served by personal delivery or by depositing in the United States Mail, postpaid and registered or certified mail, return receipt requested, and addressed to the addresses set forth below.

County Personnel		
Primary Contact	Angie Teems	Address: 101 S. Duke Street, Lafayette Email: chair@walkerga.us Telephone: 706-638-1437
HR/Personnel Contact	Hugh Delacruz	Address: 101 S. Duke Street, Lafayette Email: h.delacruz@walkerga.us Telephone: 706-638-1437
IT Contact	Curtis Creekmur	Address: 10054 US 27, Rock Spring Email: c.creekmur@walkerga.us Telephone: 706-375-7800
Finance/Billing Contact	Christian Roach	Address: 101 S. Duke Street, Lafayette Email: cfo@walkerga.us Telephone: 706-638-1437

UGA Personnel		
Primary Contact	Caleb Millican	Address: 170 Catoosa Circle, Ringgold Email: uge1047@uga.edu Telephone: 706-935-4211
HR/Personnel Contact	Clinton McRae	Address: 1109 Experiment Street, Flynt Building 231, Griffin Email: Clinton.mcrae@uga.edu Telephone: 770-228-7274
IT Contact	Jamie Graham	Address: 1282 HWY 53 Spur SW, Suite 200, Calhoun Email: jlgraham@uga.edu Telephone: 706-542-2243
Finance/Billing Contact	Tami Boyle	Address: 1109 Experiment Street, Flynt Building 231, Griffin Email: tadams@uga.edu Telephone: 770-228-7274

By giving written notice to the Primary Contact listed above, either party hereto shall have the right from time to time and at any time during the term of this MOU to change any of the above information, including points of contact, address and other contact information.

IN WITNESS WHEREOF, the parties have caused this MOU to be properly executed by their duly authorized officers, effective as of the day and year first above written.

Chairman, Board of Commissioners, **Walker** County

Date: _____

County Extension Coordinator, **Walker** County

Date: _____

Vice President for Public Service and Outreach, or their designee
University of Georgia

Date: _____

Addendum A

COOPERATIVE DIRECT PAY

In choosing Cooperative Direct Pay, the County desires for the County Extension Personnel to receive compensation from both the County and from UGA Extension. The amount of compensation to County Extension Personnel under this option, as well as the County's and UGA Extension's responsibility for the County Extension Personnel's withholding and payment of federal and state taxes and contributions toward retirement benefits, shall be divided proportionally between the County and UGA Extension as set forth in an annual Financial Agreement. Such annual Financial Agreement shall be contingent upon funding as a part of the County's annual budget process.

1. UGA Extension shall employ and supervise County Extension personnel. It shall be the responsibility of the UGA Extension to establish minimum qualifications for County Extension personnel, certify the qualifications of all applicants, and to determine the total salary applicants are to be paid.
2. UGA Extension shall serve as the employer of record and therefore:
 - a. Provide legally required health insurance; and
 - b. Provide legally required worker's compensation insurance
3. UGA Extension shall appoint County Extension personnel in compliance with Equal Employment Opportunity regulations and subject to the approval of the County. The County will provide UGA Extension with written reasons for each disapproval of an appointment recommendation.
4. In the event the work of any County Extension staff member becomes unsatisfactory to the County, it shall be the responsibility of the County to communicate this dissatisfaction to the District Extension Director of the UGA Extension in writing within a reasonable time frame. It shall then be the responsibility of the UGA Extension to address the County's dissatisfaction and advise the County of action taken, if any. UGA Extension shall have the right to terminate or transfer personnel from the County. UGA Extension may select a replacement for the County, following the procedure described above.
5. UGA Extension shall keep at all times an accurate record of all funds received and disbursed under this agreement including all support documents. UGA Extension shall retain such records for a period of three (3) years unless an audit has begun but not been completed or if the audit findings have not been resolved at the end of the three (3) year period. In such cases, the records shall be retained until the audit is complete or until the resolution of the audit findings, whichever is later. UGA Extension will provide the County with a copy of any and all such audits relating to the County Extension office, personnel, and/or operations upon request by the County.

6. UGA Extension shall carry out all work under this agreement in accordance with the administrative and other requirements, including those related to personnel matters, established by the University of Georgia, federal and state laws, regulations, and standards.
7. UGA Extension shall pay its portion of the salary and associated benefits of County Extension personnel at a rate in compliance with the Board of Regents and the UGA Extension salary administration policies.
8. The County shall provide the agreed upon portion of the salaries and associated benefits of County Extension personnel as set forth in the annual Financial Agreement. Benefits, including leave, shall be calculated according to policies established by the Board of Regents.

The County portion of salary shall be paid monthly by the County directly to County Extension personnel. The County will collect and remit FICA taxes on the County portion of the salary. UGA Extension shall provide monthly statements to the County reflecting the County portion of the employer contribution to the employee's retirement benefit with Teachers Retirement System of Georgia. The reimbursement to UGA Extension for the County's portion of this benefit will be made to the UGA Extension in the full amount within fifteen (15) days of receipt of the statement.

The County portion of employee salaries should be adjusted annually based on performance and/or cost of living increases typical of other County employees in accordance with the County's generally applicable rules or conditions for such adjustments. This adjustment should be reported to UGA Extension 30 days prior to effective date. UGA will not allocate any percentage salary increase on the County portion of the employee's salary.

9. The County agrees to pay its share of the annual leave payment in accordance with University of Georgia and UGA Extension leave policies when an employee terminates employment through resignation or retirement during the term of this MOU and chooses to take a lump-sum payment for accumulated annual leave. Such County share shall be based solely on the individual's time serving the County in his or her capacity as part of the County Extension office.

Addendum B

COOPERATIVE CONTRACT PAY:

In choosing Cooperative Contract Pay, the County desires for County Extension Personnel to receive their compensation from UGA Extension payroll. The amount of compensation to County Extension Personnel under this option, as well as the County's and UGA Extension's responsibility for the County Extension Personnel's withholding and payment of federal and state taxes and contributions toward retirement benefits, shall be divided proportionally between the County and UGA Extension as set forth in an annual Financial Agreement. Such annual Financial Agreement shall be contingent upon funding as a part of the County's annual budget process. However, for administrative purposes the County Extension Personnel's compensation will come directly from UGA Extension, with the County reimbursing UGA Extension for the County's proportionate share.

1. UGA Extension shall employ and supervise County Extension personnel. It shall be the responsibility of the UGA Extension to establish minimum qualifications for County Extension personnel, certify the qualifications of all applicants, and determine the total salary applicants are to be paid.
2. UGA Extension shall serve as the employer of record and therefore:
 - a. Provide legally required health insurance;
 - b. Provide legally required worker's compensation insurance; and
 - c. Pay applicable FICA taxes; and
 - d. Withhold federal and state income taxes in accordance with relevant federal and state law.
3. UGA Extension shall appoint County Extension personnel in compliance with Equal Employment Opportunity regulations and subject to the approval of the County. The County will provide UGA Extension with written reasons for each disapproval of an appointment recommendation.
4. In the event the work of any County Extension staff member becomes unsatisfactory to the County, it shall be the responsibility of the County to communicate this dissatisfaction to the District Extension Director of the UGA Extension in writing within a reasonable time frame. It shall then be the responsibility of the UGA Extension to address the County's dissatisfaction and advise the County of action taken, if any. UGA Extension shall have the right to terminate or transfer personnel from the County. UGA Extension may select a replacement for the County, following the procedure described above.
5. UGA Extension shall keep at all times an accurate record of all funds received and disbursed under this agreement including all support documents. UGA Extension shall retain such records for a period of three (3) years unless an audit has begun but not been completed or if the audit findings have not been resolved at the end of the three (3) year

period. In such cases, the records shall be retained until the audit is complete or until the resolution of the audit findings, whichever is later. UGA Extension will provide the County with a copy of any and all such audits relating to the County Extension office, personnel, and/or operations upon request by the County.

6. UGA Extension shall carry out all work under this agreement in accordance with the administrative and other requirements, including personnel matters, established by the University of Georgia, federal and state laws, regulations, and standards.
7. UGA Extension shall pay its portion of the salary and associated benefits of County Extension personnel at a rate in compliance with the Board of Regents and the UGA Extension salary administration policies.
8. The County shall provide the agreed upon portion of the salaries and associated benefits of County Extension personnel to UGA Extension within thirty (30) days of receipt of an invoice from UGA Extension. Benefits, including leave, shall be calculated according to policies established by the Board of Regents. UGA Extension will provide monthly statements to the County reflecting the County portion of the County Extension Personnel's salary and benefits. The County is aware and agrees that these benefits will include the County's proportionate share of the employer portion of FICA, worker's compensation and the employee's selected retirement benefits. The employee may select the Georgia Teachers Retirement System or the Board of Regents Optional Retirement Program.

The County portion of employee salaries shall be adjusted annually based on performance and/or cost of living increases typical of other county employees in accordance with the County's generally applicable rules or conditions for such adjustments. This adjustment should be reported to UGA Extension 30 days prior to effective date, and a new contract will be issued with the new salary. UGA Extension will not allocate any percentage salary increase on the County portion of the employee's salary. The County's portion is as set forth in the annual Financial Agreement.

9. The County agrees to pay its share of the annual leave payment in accordance with University of Georgia and UGA Extension leave policies when an employee terminates employment through resignation or retirement during the term of this MOU and chooses to take a lump-sum payment for accumulated annual leave. Such County share shall be based solely on the individual's time serving the County in his or her capacity as part of the County Extension office.

Addendum C

COUNTY FUNDED EXTENSION PERSONNEL

In choosing County Funded Extension Personnel, the County desires for the County Extension Personnel to be an employee of the County receiving compensation from only the County. The County shall be solely responsible for the County Extension Personnel's salary, benefits (including but not limited to health insurance), withholding of federal and state taxes, and retirement benefits (if any).

For County Funded Extension Personnel, UGA EXTENSION agrees to the following:

1. UGA Extension shall establish minimum qualifications for County Extension personnel and certify the qualifications of all applicants.
2. UGA Extension may approve or disapprove appointment recommendations by County of County Funded Extension personnel; provided, however, UGA Extension will provide the County with written reasons for each disapproval of an appointment recommendation.
3. UGA Extension shall supervise County Funded Extension personnel according to applicable University of Georgia and the Board of Regents policies and procedures.
4. UGA Extension shall evaluate County Funded Extension personnel using the county provided evaluation process or an agreed upon alternative process for consideration in the annual salary adjustments applicable to all county employees.
5. UGA Extension shall collect, approve and transfer employee work time records to the COUNTY on a weekly or monthly basis as agreed upon.
6. In the event the work of any County Funded Extension personnel becomes unsatisfactory to UGA Extension, it shall be the responsibility of UGA Extension to communicate this dissatisfaction to the County. It shall then be the responsibility of the County to appropriately deal with the dissatisfaction and advise the UGA Extension of action taken, if any. The County shall have the right to terminate or transfer personnel.

For County Funded Extension Personnel, the COUNTY agrees to the following:

1. The County shall employ and determine the total salary that personnel are to be paid.
2. The County shall provide all salary and associated benefits as per County policy.
3. The County shall serve as the employer of record and therefore:
 - a. Provide legally required health insurance;
 - b. Provide legally required worker's compensation insurance;
 - c. Withhold and pay appropriate FICA and income taxes to the relevant government agencies; and
 - d. Designate supervision of extension personnel to the District Extension Director.

4. Annual salary adjustments for County Extension personnel shall be based on County policy and consistent with such policies for other County employees.
5. No provision of this Addendum, the MOU, or the annual Financial Agreement between UGA Extension and the County shall create any employment rights for such personnel above and beyond any such rights enjoyed by County employees generally.

Addendum D

IT Systems and Support.

- a. *Internet Connectivity:* The County shall furnish internet connectivity with adequate speed and capacity to support the operations and programming of the Extension Office. Access to required Extension programming resources, social media systems, and UGA mandated resources shall remain unfiltered and unblocked.
- b. *Intraoffice Network:* The County shall provide wired data connections for all computers and network devices within the Extension Office, segregated either physically or virtually from other county agencies and networks.
- c. *Network Equipment:* UGA Extension's Office of Information Technology ("UGA Extension IT") shall supply and maintain basic network switches suitable for the UGA Extension Office's operation. If UGA Extension IT determines specific network switch requirements are needed beyond UGA IT's provisions, the County agrees to install and support network devices meeting the necessary specifications as part of the existing county network infrastructure.
- d. *Wi-Fi:* UGA Extension IT shall supply basic Wi-Fi equipment to ensure adequate coverage within the Extension Office. Should UGA Extension IT determine specialized Wi-Fi equipment be required, beyond UGA Extension IT's standard provisions, the County agrees to procure and maintain such devices. Employee Wi-Fi shall allow interaction between the wired and wireless devices for employees to facilitate file sharing, printing, and scanning capabilities. Should Guest Wi-Fi be provided by a County Wi-Fi system, the traffic should be segmented and isolated from the UGA Extension employee network.
- e. *Vo-IP Phones:* County provided Vo-IP phones that attach to the UGA Extension Office network should connect back to County provided network switch hardware that may or may not be on the same network as the UGA Extension Office computers and other devices. If Vo-IP phones and UGA Extension Office computers and devices operate on separate networks, the County will provide sufficient wired ethernet ports in the UGA Extension Office for both phone and computers/devices to connect in each room as needed to their respective networks. Should the UGA Extension Office networking need to be altered to allow for Vo-IP phone installation or expansion UGA Extension IT shall be consulted prior to changes.
- f. *Network Changes:* Any modifications affecting the UGA Extension Office's data network infrastructure shall be planned in consultation with UGA Extension IT prior to implementation.
- g. *Computer Hardware & Device Support:* UGA Extension IT shall support and maintain all network devices, computers, printers, software, and other office technology installed or approved by UGA Extension IT. Office central copiers provided by

county funds or contracts shall be supported by copier company support or vendor maintenance contracts. UGA Extension IT supported equipment shall be replaced in accordance with UGA Extension IT guidelines for lifecycle management.

- h. *Computer Hardware & Device Procurement*: County Extension Office computers shall be purchased via UGA Procurement using UGA Extension IT standards, with consultation from UGA Extension IT for non-standard equipment. IT equipment purchases shall be funded through county funds or in cooperation with UGA Extension grants or programs as available.
- i. *Software Licensing*: UGA Extension IT shall provide licenses for UGA productivity software. County-specific software required for access to County resources shall be provided and supported by the County in collaboration with UGA Extension IT.
- j. *File Sharing & Data Storage*: UGA Extension IT shall provide space for shared file storage, either locally housed within the UGA Extension Office or on a UGA Extension IT approved online storage system. The county agrees to enable access to the approved online storage system through any county IT-managed firewalls as needed if applicable.
- k. *Office Relocations, Construction, Renovations (IT concerns)*: The County shall notify UGA Extension IT of any plans for office relocation, construction, or renovations to ensure IT infrastructure requirements are addressed. Physical move of IT-related equipment shall be handled by the County with UGA Extension IT available for setup assistance after move-in or project completion. UGA Extension IT shall be responsible for moving and installing networking equipment owned by UGA Extension IT.

The County shall have its IT Contact listed in Section III.6 review and confirm the above requirements.

SUPPLEMENTAL AGREEMENT #1
BY AND BETWEEN
GEORGIA DEPARTMENT OF TRANSPORTATION
AND
WALKER COUNTY
FOR
TRANSIT TRUST FUND PROGRAM ALLOCATION

PROJECT ID NUMBER: **T008908**

This SUPPLEMENTAL AGREEMENT NO. 1 (the "SUPPLEMENTAL AGREEMENT NO. 1") is made and entered into on 11/17/2025 (the "SUPPLEMENTAL AGREEMENT NO. 1 Effective Date"), by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter referred to as the "GDOT", and **WALKER COUNTY**, hereinafter called the "TRANSIT AGENCY".

WHEREAS, GDOT and TRANSIT AGENCY entered into an Agreement on **2/1/2024**, hereinafter called the "ORIGINAL AGREEMENT", whereby GDOT agreed to transfer TTFP funds to TRANSIT AGENCY for the purpose of funding TRANSIT AGENCY'S transit project(s) as described in TRANSIT AGENCY'S TTFP application for the Fiscal Year **2024**; and

WHEREAS, GDOT and TRANSIT AGENCY seek to amend the ORIGINAL AGREEMENT as set forth below.

NOW THEREFORE, THE PARTIES HERETO mutually agree that for and in consideration of the mutual benefits to flow from each other to the other, the ORIGINAL AGREEMENT dated **2/1/2024**, is hereby modified as follows:

I. PARAGRAPH ONE, **TERM**, is hereby deleted in its entirety and the following is substituted in lieu thereof:

1. **TERM.** This Agreement shall begin on the Effective Date and shall continue for 24 months, or until the TRANSIT AGENCY has expended or contractually obligated the entire Transit Project(s) Amount, or until the TRANSIT AGENCY has completed the Transit Project(s), whichever occurs first. (the "Term"). The Parties may agree to extend the Term for an additional twelve (12) months upon written notice at least 120 days prior to the expiration of this Agreement.

Except as modified, changed, or amended, all the terms and conditions of the ORIGINAL AGREEMENT dated **2/1/2024**, shall remain in full force and effect. The covenants herein contained shall except as otherwise provided accrue to the benefit of and be binding upon the successors and assigns of the Parties hereto.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS THEREOF said Parties have hereunto set their hands and affixed their seals the day and year above first written.

GEORGIA DEPARTMENT OF
TRANSPORTATION:

DocuSigned by:
Russell R McMurry
76D6577D00644FA...
Commissioner

WALKER COUNTY

Signed by:
[Signature]
BY: Angie teems
SIGNATURE AND SEAL
Name: Angie teems
Title: Chairwoman/CEO

DocuSigned by:
[Signature]
ATTEST: 740858560FAC425...
Treasurer

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE:
Date: 11/4/2025

Signed by:
[Signature]
181B17E183384C6...
NOTARY PUBLIC SIGNATURE AND SEAL

Lisa Richardson
NAME
My Commission Expires: 01/29/2029

Certificate Of Completion

Envelope Id: 9FE38373-F920-42B3-A011-030AC14A2DFD
Subject: 48400-294-IGOIP2401283/WALKER COUNTY
Source Envelope:
Document Pages: 3
Certificate Pages: 5
AutoNav: Enabled
Envelopeld Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Completed

Envelope Originator:
GDOT DocuSign Admin
600 W Peachtree St, NW
Atlanta, GA 30308
gdot_contracts@dot.ga.gov
IP Address: 143.100.53.13

Record Tracking

Status: Original
10/22/2025 11:55:31 AM
Security Appliance Status: Connected
Storage Appliance Status: Connected

Holder: GDOT DocuSign Admin
gdot_contracts@dot.ga.gov
Pool: StateLocal
Pool: Georgia Department of Transportation

Location: DocuSign

Location: Docusign

Signer Events

Angie teams
countychair@walkerga.us
Chairwoman/CEO
Security Level: Email, Account Authentication (None)

Signature

Signed by: 1A0E8277F2C04ED...
Signature Adoption: Uploaded Signature Image
Using IP Address: 64.18.124.146

Timestamp
Sent: 10/23/2025 9:26:35 AM
Resent: 10/23/2025 4:16:44 PM
Resent: 10/29/2025 12:03:07 PM
Viewed: 10/29/2025 12:48:27 PM
Signed: 10/29/2025 12:48:44 PM

Electronic Record and Signature Disclosure:
Accepted: 10/23/2025 9:27:39 AM
ID: 538051b2-8e19-4798-810b-c478184a1366

Lisa Richardson
countyclerk@walkerga.us
Security Level: Email, Account Authentication (None)


Signed by: 1B1B17E163304C6...
Signature Adoption: Uploaded Signature Image
Using IP Address: 64.18.124.146

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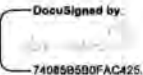
Russell R McMurry
rmcmurry@dot.ga.gov
Commissioner
Georgia Department of Transportation
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Angela O. Whitworth
awhitworth@dot.ga.gov
Treasurer
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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
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Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Completed	Security Checked	11/17/2025 3:49:39 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Georgia Department of Transportation (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Georgia Department of Transportation:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: gdot_contracts@dot.ga.gov

To advise Georgia Department of Transportation of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at gdot_contracts@dot.ga.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Georgia Department of Transportation

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to gdot_contracts@dot.ga.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Georgia Department of Transportation

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to gdot_contracts@dot.ga.gov and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Georgia Department of Transportation as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Georgia Department of Transportation during the course of my relationship with you.



Georgia DHS Coordinated Transportation System Subcontractor Agreement

County
Providers

SIGNATURE PAGE

In consideration of the mutual promises herein, the parties agree to the terms of this Agreement. Each Party, through its duly authorized representative, warrants that such representative has full authority to bind the Party. By executing this Signature Page, each Party acknowledges receipt and review of the Agreement and all referenced Schedules. Provider further agrees to comply with all applicable requirements set forth in the Georgia Department of Human Services' ("DHS") Coordinated Transportation System Transportation Manual, which is available at <https://dhs.georgia.gov/organization/about/division-offices/operations/office-facilities-support-services/transportation>, and which is incorporated by reference and binding upon Provider, including all amendments issued by DHS.

This Agreement shall become effective on the date it has been duly executed by both Parties (the "Effective Date").

PROVIDER SIGNATURE AND INFORMATION:

County Name (the "Provider") WALKER COUNTY, a political subdivision of the State of Georgia	Chairman, Board of Commissioners (signature):
Signature Date:	Chairman's Name (printed): Angie Teems, Chairwoman
(SEAL)	County Clerk – Attest (signature):
Mailing Address: 101 S. Duke Street; LaFayette, Georgia 30728 Email Address: a.shropshire@walkerga.us	County Clerk – Name (printed): Lisa Richardson, County Clerk

VERIDA SIGNATURE AND INFORMATION:

Verida's Legal Name ("Verida") VERIDA, INC., a Georgia corporation	Authorized Representative (signature):
Signature Date:	Authorized Representative's Name (printed):
Corporate Secretary – Attest (signature)	Authorized Representative's Title:
Mailing Address: 843 Dallas Highway, Villa Rica, GA 30180 Email Address:	(SEAL)

AGREEMENT

This non-exclusive transportation services agreement (the “**Agreement**”) is entered into by and between Verida and Provider (each a “**Party**”, collectively, the “**Parties**”), as of the Effective Date set forth on the Signature Page of this Agreement.

- A. Verida contracts with the State of Georgia, Department of Human Services (“**DHS**” or the “**Contracting Agency**”) to assist in the administration of transportation services in connection with the DHS Coordinated Transportation System.
- B. Provider represents and warrants to Verida that it is duly qualified, available, and willing to furnish transportation services in accordance with this Agreement, and subject to the DHS Coordinated Transportation System Transportation Manual, as defined below.

Now, therefore, in consideration of the promises, covenants, and warranties stated herein, Verida and Provider agree as follows:

1. DEFINITIONS

- 1.1 “Attendant” means an employee or agent of Provider who is properly credentialed to assist in the delivery of the Transportation Services, as set forth in the Transportation Manual.
- 1.2 “Claim” means a request for payment submitted by Provider to Verida for authorized Transportation Services rendered, supported by complete and accurate trip data entered and certified in the TRIP\$, together with all documentation required under this Agreement and DHS Program requirements.
- 1.3 “Consumer” means an individual who is eligible for and receives transportation services via the DHS Coordinated Transportation System.
- 1.4 “Contracting Agency” shall mean the State of Georgia and the Georgia Department of Human Services.
- 1.5 “DHS” means the Georgia Department of Human Services.
- 1.6 “Driver” means an employee or agent of Provider who is properly credentialed to deliver Transportation Services, as set forth in the Transportation Manual.
- 1.7 “Government Programs” means various State and federal government sponsored health products/programs in which Verida and Contracting Agency participate, including Medicaid and Medicare.
- 1.8 “Government Program Requirements” means applicable requirements of governmental authorities for Government Programs, which include but are not limited to the requirements set forth by DCH, the Centers for Medicare and Medicaid Services (“CMS”), and in the Prime Contracts.
- 1.9 “Human Service Provider (HSP)” means an agency, facility or organization authorized under the DHS Coordinated Transportation System whose staff determine Consumer eligibility and manage Consumer registration and transportation orders in TRIP\$.
- 1.10 “Invoice” means the formal billing statement generated from TRIP\$ that summarizes Claims for all Transportation Services during a specified billing period, reconciled and certified by Verida, and submitted by Verida to DHS for payment in accordance with DHS Program requirements.
- 1.11 “Law” means all federal, State, and local statutes and regulations applicable to the subject matter of this Agreement or the Parties’ performance of duties and obligations hereunder.
- 1.12 “Prime Contract” means that certain agreement, together with all exhibits, schedules, amendments, and modifications thereto, by and between Verida, as Prime Contractor, and DHS pursuant to which Verida is engaged to administer and coordinate Transportation Services under the DHS Coordinated Transportation System.
- 1.13 “Provider” means the transportation service provider set forth on the Signature Page of this Agreement, which has agreed to be bound by the terms and conditions of this Agreement.
- 1.14 “State” means the State of Georgia.

- 1.15 “Transportation Manual” means the DHS Coordinated Transportation System Transportation Manual, available at <https://dhs.georgia.gov/organization/about/division-offices/operations/office-facilities-support-services/transportation>, which establishes requirements and standards applicable to the DHS Coordinated Transportation System, and which is incorporated into and made part of this Agreement by reference.
- 1.16 “Transportation Services” means the Coordinated Transportation System services to be performed by Provider, as set forth in this Agreement and in the Transportation Manual.
- 1.17 “Vehicle” means a motorized vehicle which satisfies all inspection and credentialing standards set forth in the Transportation Manual, and which has been authorized to deliver Transportation Services under this Agreement.
- 1.18 “Verida” means Verida, Inc., a Georgia corporation.

2. VERIDA DUTIES AND RESPONSIBILITIES

2.1 Administrative Duties

Verida shall administer the DHS Coordinated Transportation System (the “**Program**”) in compliance with the Transportation Manual requirements. Verida shall assess Provider compliance with Program standards and shall enforce such standards, as appropriate. Verida shall cooperate with DHS and Regional Transportation Offices (“**RTOS**”) in planning, contracting, and renewal processes, maintain accurate operational and financial records, provide timely reports, and resolve complaints.

2.2 Payment Administration

Verida shall administer and process Claims in accordance with Program requirements and this Agreement. Verida shall: review and verify Provider submissions for accuracy, completeness, authorization, and compliance; reconcile invoices against the Transportation Request Information Processing System (hereinafter “**TRIPS**” or “**eTrips**”) records; and remit payment for properly documented and eligible services within DHS-established timeframes. Verida shall notify Provider of any deficiencies, discrepancies, or disallowed Claims, and allow correction or resubmission if permitted under the Program. Verida shall maintain complete financial and payment records, cooperate with DHS oversight and audit processes, and confirm valid and undisputed Claims are paid once all contractual and Program requirements are satisfied; **provided, however, that Verida shall have no obligation to remit payment for a specific trip unless (a) Provider records and certifies the outcome of the trip in TRIPS no later than the next business day after service, and in all cases no later than the date Verida submits its monthly invoice to DHS for the billing period covering that trip, and (b) Verida has received corresponding payment for the trip from DHS.**

Subject to these conditions, Verida shall compensate Provider for the Transportation Services at the rates and in accordance with the additional terms set forth in **Schedule A, Payment Administration** (the “**Compensation**”), which is attached hereto and incorporated herein by reference. Provider shall have no right to invoice, bill, or otherwise seek payment directly from Consumers or DHS for Transportation Services rendered under this Agreement.

2.3 Compliance

Verida shall require and confirm compliance with applicable Transportation Manual requirements concerning Drivers, Attendants, Vehicles, and Providers. Verida shall confirm: Drivers and Attendants meet applicable licensing, training, background check, and other standards; Vehicles are properly credentialed; and Providers adhere to applicable Program requirements. Verida shall conduct and document site visits, inspections, audits, and complaint investigations; shall maintain complete and accurate Driver and Vehicle records; and shall require timely reporting and remediation of deficiencies.

2.4 Orientation

Verida shall conduct and document orientation sessions with Provider to review this Agreement, applicable DHS Program requirements, billing and reporting obligations, and such other topics as applicable. Orientation may be conducted at Verida’s regional office, at Provider’s principal place of business, digitally, or at another location in Verida’s discretion. Verida shall furnish orientation materials and confirm completion of orientation prior to the commencement of Transportation Services.

3. PROVIDER DUTIES AND RESPONSIBILITIES

3.1 Compliance with the Transportation Manual

Provider shall comply with all applicable requirements, procedures, standards and policies set forth in the Transportation Manual, as amended, which is incorporated into and made part of this Agreement by reference, and is binding upon Provider as if fully set forth in this Agreement. The Transportation Manual includes, but is not limited to, Provider, Driver, Attendant, Vehicle, and operational standards applicable to Provider, and is publicly available on the Georgia DHS website at: <https://dhs.georgia.gov/organization/about/division-offices/operations/office-facilities-support-services/transportation>. Provider acknowledges the Transportation Manual is issued and amended solely by DHS and agrees to comply with all current and future versions of the Transportation Manual, as amended from time to time by DHS.

3.2 General Trip Information

Provider shall provide safe, timely, and reliable Transportation Services in accordance with DHS requirements, as set forth in the Transportation Manual, Chapter 1, Section C – General Trip Information. Such duties include performing subscription, scheduled, demand response, and group trips. Provider shall coordinate routes to maximize efficiency, maintain appropriate service availability, and respond promptly to communications. The Provider shall confirm on-time performance, adhere to pick-up windows, report no-shows, and comply with all requirements for Consumer assistance, child safety, transport duration, prohibitions, and supervision at destinations. Provider shall also monitor and respond appropriately to conditions that affect the Transportation Services, notify affected parties of delays or cancellations, and confirm Drivers and Attendants are trained in emergency procedures.

3.3 Transportation Services & Payment

Provider shall manage and perform the Transportation Services in compliance with DHS requirements, as set forth in the Transportation Manual, Chapter 1, Section D – Transportation Service and Payment. Such duties include receiving, dispatching, and fulfilling trip orders through the TRIP\$ system; providing safe, timely, and reliable transportation; maintaining a process to continuously accept trip cancellations; and recording all trip outcomes in the TRIP\$ system no later than the next business day. The Provider shall verify the accuracy of all trip data it submits, maintain and preserve all required records, and cooperate fully with Verida, with HSPs, with the RTO, and with DHS personnel in resolving service issues or discrepancies. Provider shall further prepare and submit complete and accurate invoices, together with all required supporting reports, if any, within the time frames established by DHS; **provided, however, that Provider shall not be entitled to payment for a specific trip unless and until (a) Provider records and certifies the outcome of the trip in the TRIP\$ system no later than the next business day after service, and in all cases no later than the date Verida submits its monthly invoice to DHS for the billing period covering that trip, and (b) Verida has received corresponding payment for the trip from DHS.**

3.4 Complaints & Incidents

Provider shall report and respond to accidents, incidents, and complaints as set forth in the Transportation Manual, Chapter 1, Section E – Complaints. Provider shall promptly report incidents and accidents to the appropriate authorities and to Verida, notify Verida of passenger safety or behavior incidents, and cooperate fully in any investigation. Provider shall also comply with all complaint resolution procedures established by DHS and Verida and shall implement any appropriate corrective action or remedial measures required by DHS, Verida or the RTO, as set forth in the Transportation Manual.

3.5 Vehicle Obligations, Monitoring & Inspections

Provider shall confirm all Vehicles used in performance of Transportation Services meet applicable federal, State, and DHS requirements, including safety, maintenance, accessibility, registration, and identification standards, as set forth in the Transportation Manual, Chapter 2, Sections C & D. Provider shall conduct and document daily and annual Vehicle inspections, maintain safety equipment, and immediately remove from service any Vehicle deemed unsafe or “Redlined” until corrective action is verified. Provider shall cooperate fully with monitoring and inspections by DHS, by RTO staff, and by Verida. All required records, certifications, and proof of corrective actions must be maintained and furnished upon request, with continued compliance being a condition of service eligibility.

3.6 **Personnel Requirements, Programs & Recordkeeping**

Provider shall only permit Drivers and Attendants to perform Transportation Services who meet all applicable licensing, age, experience, background check, and training requirements mandated by law and DHS policy, as set forth in the Transportation Manual, Chapter 2, Section E – Driver Requirements, Programs & Recordkeeping. Provider shall maintain Driver and Attendant qualification files and records of training, violations, inspections, and certifications; ensure compliance with drug and alcohol testing, monitoring, and reporting obligations; and enforce standards of safety, courtesy, and service delivery. Providers shall remove from service any Driver or Attendant who fails to meet applicable standards.

3.7 **Reporting Obligations**

Provider shall comply with all reporting requirements under this Agreement, the Transportation Manual, and applicable law, including but not limited to recording and certifying all trip outcomes in TRIP\$ no later than the next business day, notifying the ordering HSP of Consumer No-Shows (defined in Schedule A, below) within the required timeframe, documenting and retaining daily and annual vehicle inspections, promptly reporting accidents and safety incidents, and submitting accurate invoices with supporting documentation within prescribed timeframes. Provider shall maintain all transportation-related records, including manifests, logs, billing records, inspection reports, and driver files, for at least ten (10) years (or longer if required by law), and shall timely furnish Verida with any additional data or reports necessary for Verida to fulfill its programmatic, performance, financial, or statistical reporting obligations to DHS.

4. **TERM AND TERMINATION**

4.1 **Term**

This Agreement shall commence on the Effective Date and shall remain in effect for an initial period of one (1) year (the “**Initial Term**”). Upon expiration of the Initial Term, this Agreement shall automatically renew for successive one (1) year periods (each a “**Renewal Term**”), unless earlier terminated in accordance with this Agreement. The Initial Term and all Renewal Terms are collectively referred to herein as the “**Term**.”

4.2 **Termination Without Cause**

This Agreement may be terminated without cause (i.e., for convenience) by either Party upon thirty (30) days’ prior written notice to the other Party.

4.3 **Termination With Cause**

This Agreement may be terminated by either Party in the event of a material breach of this Agreement by the other Party by giving ten (10) days’ prior written notice specifying the breach and advising the other Party that it has ten (10) days to cure the breach. If the breaching Party does not cure the breach within the ten (10) day period, the Party providing the notice of termination shall have the right to immediately terminate this Agreement.

4.4 **Immediate Termination**

Notwithstanding any other provision herein, this Agreement may be immediately terminated upon written notice to the other Party in the event any of the below occurs:

- (a) Verida determines, in its sole discretion, that continuation of this Agreement will negatively impact Consumer safety or care.
- (b) Provider engages in fraud or deception, or knowingly permits fraud or deception by another in connection with Provider’s obligations under this Agreement.
- (c) Provider fails to maintain oversight standards for Claims or credentialing as outlined in this Agreement.
- (d) Provider becomes uninsurable or otherwise fails to maintain the required levels of insurance as outlined in this Agreement.
- (e) Either Party loses its statutory or regulatory authority to conduct the businesses that are the subject of this Agreement.
- (f) Termination or lapse of the Prime Contract(s).
- (g) Provider violates any applicable and material law, or in the event of any indictment, charge, arrest or conviction of a felony, or any criminal charge related to the business of Provider.

- (h) Provider ceases to operate or applies for consent to acquiesce in the appointment of a receiver, trustee, or liquidator for a substantial part of its assets; files a voluntary petition in bankruptcy; admits in writing its inability to pay its debts; files a petition or an answer seeking reorganization or arrangement with creditors; or takes advantage of any insolvency law.
- (i) State or federal regulators do not approve this Agreement.

4.5 Debarment or Exclusion

Provider shall immediately notify Verida of any threatened, proposed, or actual exclusion from any federally funded health care program, including Medicare and Medicaid. In the event Provider is excluded from participation in any federally funded health care program during the Term of this Agreement, or if at any time after the Effective Date of this Agreement it is determined Provider is in breach of this Section, this Agreement shall, as of the date of such exclusion or breach, automatically terminate.

4.6 Transportation Services During Notice or Cure Period

To effectuate an orderly transition during any notice or cure period, in Verida's sole discretion, Provider may be ineligible to receive new trips and Verida may reassign any existing trips to maintain continuity of service.

4.7 Effect of Termination

The expiration, cancellation or termination of this Agreement under any circumstances will not terminate the obligations of either Party under this Agreement arising prior to the effective date of the termination of this Agreement; and the expiration, cancellation or termination of this Agreement will in no way be construed as a restriction, limitation or waiver of either Party's rights to pursue any additional remedy at law or in equity. In the event of termination of this Agreement, Provider shall continue to provide Transportation Services through the date of termination. Following any termination, Provider will cooperate with Verida to transition responsibilities to another provider.

5. INDEMNIFICATION

To the extent permitted by law, each party ("**Indemnifying Party**") shall defend, hold harmless, and fully indemnify the other party, the Contracting Agency, the State, and their respective officers, directors, shareholders, employees, agents, and representatives (collectively, the "**Indemnitees**") from and against any and all liabilities, losses, damages, claims, and expenses of any kind, including reasonable costs and attorneys' fees, arising out of or alleged to have arisen out of the acts, duties, or obligations of the Indemnifying Party and its officers, directors, shareholders, employees, agents, contractors, and representatives under this Agreement. This Section shall survive termination of this Agreement.

Any provision of the Agreement (including any Schedule or Exhibit attached hereto and incorporated herein) requiring Provider to indemnify Verida or any other entity named hereinabove is only valid to the extent such indemnification is allowed by Georgia law. Except as may be required herein, Provider shall be under no obligation to procure any additional insurance related to or as a result of this Agreement or in furtherance of any obligations hereunder, including but not limited to indemnification. Nothing contained in the Agreement shall be construed to be a waiver of Provider's sovereign immunity or any individual's qualified, good faith or official immunities.

6. INSURANCE

Provider shall, at its sole expense, procure and maintain insurance coverage (or approved self-funded coverage) in full force throughout the Term of this Agreement, in accordance with the following requirements:

- 6.1 Acceptable Coverage Sources:** Provider shall secure such insurance coverage either:
 - (a) from an insurance carrier or carriers licensed to conduct business in the State of Georgia and having an A.M. Best Company rating of A-, Class VII or better, unless specific approval has been granted by DHS;
 - (b) through an authorized Interlocal Risk Management Agency pursuant to O.C.G.A. § 36-85-1, et seq.; or (c) any combination thereof.
- 6.2 Workers' Compensation and Employer's Liability:** Workers' Compensation Insurance shall be provided in compliance with the statutory limits established by the General Assembly of the State of Georgia in Title 34, Chapter 9 of the O.C.G.A. (A self-insurer shall submit to the Department a certificate from the Georgia Board of Workers' Compensation stating that Provider qualifies to pay its own workers' compensation claims.) Provider shall require all subcontractors that are required

by statute to hold workers' compensation insurance, and that occupy the premises or perform work under this Agreement, to obtain and provide proof of such coverage.

- 6.3 **Commercial General Liability:** Commercial General Liability Insurance (Occurrence), including contractual liability coverage, for all general liability losses up to \$2,000,000.
- 6.4 **Business Automobile Liability:** Business Automobile Liability Insurance, in accordance with O.C.G.A. § 33-24-51 and in the amounts of the statutory limits established under O.C.G.A. § 36-92-2, to include, but not be limited to, liability coverage on any owned, non-owned, and hired vehicles used by Provider, its subcontractors, agents, or representatives in the performance of services under this Agreement. Providers who do not own vehicles operated by their personnel shall notify their RTO and obtain guidance.
- 6.5 **Excess Liability (Commercial Umbrella Insurance):** Excess Liability Insurance (Occurrence) with \$2,000,000 limit, following the form of the underlying primary policies, with no coverage gaps.
- 6.6 **Additional Insureds & Certificates:** The Commercial General Liability and Automobile Liability policies shall name Verida and the State of Georgia, its officers, employees, and agents as additional insureds for liability arising out of Provider's performance under this Agreement. All insurance must remain in full force during the Term and any renewal or extension of this Agreement. Certificates of Insurance must list Verida and the State of Georgia as certificate holders and provide for a minimum of thirty (30) days' written notice prior to cancellation or material change in coverage. The parties hereto agree that Provider's obligation to include any parties as additional insureds under its insurance policies is only valid and enforceable to the extent allowed by law. Nothing contained in this Agreement shall be construed to be a waiver of Provider's sovereign immunity or any individual's qualified, good faith or official immunities.

7. NO VOLUME GUARANTEE

Provider acknowledges and agrees that Verida makes no representation, warranty, or guarantee regarding the number, type, or volume of trips made available to Provider under this Agreement. Verida shall have no obligation to make available or dispatch any minimum number of trips, or any trips at all, and Provider shall not be entitled to claim any damages or relief arising from the volume of trips available to Provider. Any trip(s) made available to Provider may be withdrawn by DHS, the RTO, or Verida, in their sole discretion.

8. CONFIDENTIALITY AND USE OF RECORDS

- 8.1 **Consumer Information:** Provider shall maintain the confidentiality of Consumers' transportation records and related information in accordance with Law and Government Program Requirements. Provider shall obtain a specific written authorization from any Consumer prior to releasing the Consumer's transportation records to a third party. Provider shall not disclose or use Consumers' names, addresses, social security numbers, identities, other personal information, treatment modalities, or medical records without obtaining appropriate authorization. This provision shall not affect or limit Provider's obligation to make available transportation records and related information to Verida, Contracting Agency, or any authorized State or federal agency. This Section shall survive termination of this Agreement.
- 8.2 **HIPAA:** The Parties recognize information that may be exchanged between them may constitute Protected Health Information ("PHI"), as that term is defined by Subtitle F of Title II of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 Code of Federal Regulations Part 160-164)(the "HIPAA Rules"), and/or Nonpublic Personal Information as defined by applicable state statutes and/or regulations implementing Title V of the Gramm-Leach-Bliley Act (15 U.S.C. § 6801 et seq.)(**"GLB Regulations"**). The Parties shall execute and shall comply with the provisions of **Schedule B, Business Associate Agreement ("BAA")**, attached hereto and made a part hereof.
- 8.3 **Confidential and Proprietary Information:** The Parties shall maintain and shall cooperate to maintain the confidentiality of each other's information. Each Party agrees the terms set forth in this Agreement are strictly confidential and neither Party will disclose such terms to any person or entity for purposes other than the administration of the Agreement without receiving prior written consent of the other Party, except as required by State or Federal Law or Government Program Requirements. The Parties shall not disclose or use any confidential information for their own benefit during or after the Term of this Agreement. Upon termination of this Agreement, each Party agrees to return all confidential information in its possession upon the request and in the manner specified by the other Party. This Section shall survive the termination of this Agreement.
- 8.4 **Rule, Regulations, or Statute:** Nothing in this Section shall preclude either Party from disclosing information required to be disclosed pursuant to Law or Government Program Requirements;

however, information referred to in this Section shall be disclosed only in the manner and to the extent permitted by such rule, regulation or statute.

- 8.5 **Consumer Access to Health Information:** Provider shall, at no cost to Verida, Contracting Agency, or Consumers, provide access to or copies of Consumers' health information—including transportation and billing records—in compliance with State and Federal law, applicable Government Program requirements, and the Prime Contract(s). This obligation shall survive termination of this Agreement.
- 8.6 **Maintenance of Records:** Provider shall maintain all records and documents related to the Transportation Services, including financial records, as required by applicable Law, Government Program Requirements, and the Prime Contract(s). Such records shall be retained for ten (10) years from the date of final payment under this Agreement, or for any longer period required by applicable Law. Provider shall furnish these records upon request and shall cooperate with Verida and Contracting Agency in facilitating record exchanges necessary for quality management, utilization management, and other operational programs. This obligation shall survive termination of this Agreement.
- 8.7 **Delivery of Records:** Provider shall provide Verida, its designee and duly authorized third parties, including, but not limited to, applicable governmental regulatory agencies, accrediting agencies and Contracting Agency, with reasonable access during regular business hours to records related to Transportation Services rendered to Consumers under this Agreement. Such access shall be provided within the timeframes specified by the governmental regulatory authority or other agency requesting such access or, if such access is requested only by Verida or Contracting Agency, upon at least two (2) days' prior notice. This Section shall survive the termination of this Agreement.

9. **RELATIONSHIP OF THE PARTIES**

Nothing contained in this Agreement is intended to create, nor shall it be construed to create, any relationship between the Parties other than that of independent parties contracting with each other solely for the purpose of effectuating the provisions of this Agreement. This Agreement is not intended to create a relationship of agency, representation, joint venture, or employment between the Parties. Nothing herein contained shall prevent any of the Parties from entering into similar arrangements with other Parties. Each of the Parties shall maintain separate and independent management and shall be responsible for its own operations.

10. **THIRD-PARTY RIGHTS**

Except as expressly provided in Section 5 (Indemnification) with respect to DHS and the State, nothing in this Agreement is intended to confer any rights, remedies, or benefits upon any person or entity other than the Parties. The Parties acknowledge and agree that there are no third-party beneficiaries to this Agreement.

11. **MISCELLANEOUS**

11.1 **Compliance with Law**

Provider agrees to comply with applicable State and Federal Law, rules and regulations, policies, consent decrees, and court orders, including Constitutional provisions regarding due process and equal protection of the law.

Provider agrees to recognize and abide by all State and federal Law, regulations and guidelines applicable to Verida, Contracting Agency and Provider. This Agreement incorporates by reference all applicable federal law and regulations and State laws, Agency rules and regulations, consent decrees or court orders, and revisions of such laws, regulations, consent decrees or court orders shall automatically be incorporated into this Agreement, as they become effective.

Provider agrees to abide by the Medicaid laws, regulations and Government Program Requirements that apply to Verida and Contracting Agency. Provider understands that payment of a Claim by Verida is conditioned upon the Claim and the underlying transaction complying with all such Law and regulations, (including, but not limited to, Federal anti-kickback statute, the Stark law, and federal requirements on disclosure, debarment and exclusion screening), and is conditioned upon Provider's compliance with all applicable conditions of participation in Medicare and/or Medicaid. Provider understands and agrees that each Claim Provider submits to Verida constitutes a certification that Provider has complied with all applicable Medicare and/or Medicaid laws and regulations (including, but not limited to, the Federal anti-kickback statute, the Stark law and federal requirements on disclosure, debarment and exclusion screening), in connection with such Claims and the Transportation Services.

11.2 Assignment and Subcontractors Prohibited

Provider may not assign, transfer, subcontract, or delegate, in whole or in part, any rights, duties, or obligations under this Agreement without the prior written consent of Verida. Subject to the foregoing, this Agreement is binding upon, and inures to the benefit of Provider and Verida and their respective successors in interest and assigns. Neither the acquisition of Verida nor a change of its legal name shall be deemed an assignment. Notwithstanding the foregoing, this Agreement may be assigned to Contracting Agency and/or Contracting Agency's agents or assigns in the event of a default by Verida under the terms of the Prime Contract.

11.3 Amendment

Verida may, without Provider's consent, immediately amend this Agreement to maintain consistency and/or compliance with any State or Federal Law, policy, directive, or Medicare/Medicaid requirement. Verida may otherwise amend any portion of this Agreement, including all Schedules, upon thirty (30) days prior written notice to Provider. If Provider does not deliver to Verida a written notice of rejection of the amendment within that thirty (30) day period, the amendment shall be deemed accepted by and shall be binding upon Provider.

11.4 Notices

Any notice, request, or other communication to be given in writing under this Agreement will be deemed to have been given by either Party to the other Party upon the date of receipt, if hand delivered, or four (4) business days after deposit in the U.S. mail, if mailed to the other Party by registered or certified mail, properly addressed, postage prepaid, return receipt requested, or one (1) business day after deposit with a national overnight courier or next business day delivery, or upon the date of electronic confirmation of receipt of a facsimile or email transmission, when followed by the original copy mailed to the mailing address set forth on the Signature Page.

11.5 Waiver

Waiver of a term, condition or a breach of any provision of this Agreement shall not be deemed a waiver of any other term, condition or breach of the same or different provision. No act, delay or omission done, suffered, or permitted by a Party shall be deemed to exhaust or impair any right, remedy or power of that Party hereunder.

11.6 Severability

Neither the invalidity nor unenforceability of any term or provision in this Agreement shall affect the validity, enforceability or approval of any other term or provision of this Agreement.

11.7 Applicable Law; Jurisdiction; Service of Process

This Agreement shall be governed and construed according to the laws of the State. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement may be brought against either of the parties in the courts of the State of Georgia, County of Carroll, or, if it has or can acquire jurisdiction, in the United States District Court for the Northern District of Georgia, and each of the parties consent to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on any party anywhere in the world.

11.8 Headings

The headings of the various sections of the Agreement are inserted merely for the purpose of convenience and do not, expressly or by implication, limit or define or extend the specific terms of the section so designated.

11.9 Entire Agreement

This Agreement, including all schedules, exhibits and attachments hereto, contains the entire agreement between the Parties relating to the rights granted and the obligations assumed by the Parties and supersedes any prior agreements, promises, negotiations or representations relating to the subject matter of this Agreement not expressly set forth in this Agreement. This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

11.10 Notice of Adverse Action

Provider shall give Verida immediate written notice of any action or suit filed and prompt notice of any claim made against Provider, Verida, or Contracting Agency which may result in litigation related in any way to this Agreement.

12. FEDERAL PROVISIONS

12.1 Non-Discrimination

Provider shall comply with all State and federal Law and regulations including Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972 (regarding education programs and activities), the Age Discrimination Act of 1975, the Rehabilitation Act of 1973, the Americans with Disabilities Act (ADA) of 1990, and all amendments to those acts and all regulations promulgated thereunder. Provider shall also comply with the integration mandate in 28 C.F.R. § 35.130(d), Title II of the Americans with Disabilities Act and its implementing regulations published in the Code of Federal Regulations.

12.2 Contract Work Hours and Safety Standards Act

- (a) **Overtime Requirements:** No Provider or subcontractor contracting for any part of the Prime Contract(s) or this Agreement which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (b) **Violation; Liability for Unpaid Wages** Provider shall comply with all wage and hour laws, including the FLSA, and shall indemnify and hold harmless Verida from any claims or liabilities arising from Provider's failure to do so.

12.3 Lobbying

Provider certifies by signing the Agreement, to the best of its knowledge and belief, that federal funds have not been used for lobbying in accordance with 45 C.F.R. Part 93 and 31 U.S.C. 1352. The Parties shall disclose any lobbying activities using non-federal funds in accordance with 45 C.F.R. Part 93.

12.4 Debarment or Suspension

Provider certifies that neither it nor its principals, employees, or subcontractors is debarred, suspended, ineligible or otherwise excluded from Federal Procurement or Non-Procurement Programs.

12.5 Copeland "Anti-kickback" Act

Provider certifies that it and its principals, employees, and subcontractors are in compliance with the Copeland "Anti-kickback" Act, 18 USC 874, as supplemented by Department of Labor regulations, 29 CFR 3.

12.6 Fraud, Waste & Abuse Reporting

Provider shall report to Verida all cases of suspected fraud and/or abuse, as defined in Title 42, of the Code of Federal Regulations, Section 455.2, where there is reason to believe that an incident of fraud and/or abuse has occurred, by Consumers, by Provider, or by Provider's subcontractors, agents, or employees within ten (10) business days of the date when Provider first becomes aware of, or is on notice of, such activity. Provider shall establish policies and procedures for identifying, investigating, and taking appropriate corrective action against fraud and/or abuse in the provision of health care services under the Medicaid program. Upon the request of Health Plan and/or the State, Provider shall consult with the appropriate State agency prior to and during the course of any such investigations.

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SCHEDULE A: PAYMENT ADMINISTRATION

Verida and Provider hereby agree to the following additional terms for invoicing and payment of Claims:

1. CONDITIONS TO PAYMENT

Verida shall have no obligation to remit payment for a specific trip unless (a) Provider records and certifies the outcome of the trip in TRIP\$ no later than the next business day after service, and in all cases no later than the date Verida submits its monthly invoice to DHS for the billing period covering that trip, and (b) Verida has received corresponding payment for the trip from DHS.

2. PAYMENTS

Provided the above conditions have been satisfied, Verida will make full payment to Provider for undisputed Claims associated with completed trips. Payments shall be calculated based on the rates set forth in Schedule A, Exhibit 1 ("Final Rate Sheet"), subject to the terms of this Agreement. Payment for denied or disputed trips will be withheld by Verida and may be resubmitted by Provider as set forth in this Agreement, if permitted under the Program. This payment provision shall be further interpreted in accordance with the following:

2.1 Authorized Trips

"Authorized trips" are defined as trips that are: pre-authorized by DHS, by Verida, or by the RTO; accepted by Provider; and performed by Provider as set forth in TRIP\$. Claims associated with unauthorized trips (i.e., incorrect pick-up/drop-off locations and/or levels of service) are subject to denial.

2.2 Payment Delays

In the event a payment date falls on a weekend or holiday, payments will be made on the next working business day. Provider's receipt of funds may vary depending on mail delivery schedules and bank processing times. In the event a Contracting Agency is unable or unwilling to pay Verida amounts validly due under the Prime Contract, Verida may delay payments to Provider until such time as the Contracting Agency pays the outstanding amounts.

2.3 Modifications

Verida, in its sole discretion, reserves the right amend the rates and terms set forth in Schedule A – Payment Administration (including any related exhibits) as necessary to reflect changes in the DHS Program, upon notice to Provider in accordance with this Agreement.

3. DENIED OR DISPUTED CLAIMS

Verida shall review Provider Claims for accuracy, authorization, and compliance with this Agreement and DHS program requirements. If a Claim is deficient, inaccurate, or otherwise ineligible for payment, Verida shall notify Provider of the deficiency and, if permitted under Program rules, may allow Provider an opportunity to correct or resubmit the Claim within prescribed timeframes. Claims that remain deficient after correction, that are disallowed by DHS, or that are otherwise ineligible for payment under Program rules or timeframes, shall not be payable. Provider acknowledges and agrees that all payments are contingent upon DHS approval and reimbursement to Verida, and Verida shall have no obligation to remit payment for any disputed or denied Claim not accepted by DHS.

4. WAIVER AND RELEASE OF CONSUMER

Provider hereby agrees and acknowledges that in no event, including nonpayment by Verida under the terms of the Agreement, shall Provider bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against any Consumer or persons other than Verida for amounts that are the legal obligation of Verida or of Contracting Agency. This Section shall survive termination of this Agreement and supersedes any agreement to the contrary now existing or hereafter entered between Provider and Consumers or persons acting on their behalf. Provider understands that this waiver does not negate any right to request further appeal under 42 CFR § 422.600.

5. ADJUSTMENTS AND DEDUCTIONS

Provider hereby grants to Verida the right to deduct from any payment due to Provider, any amount Provider owes Verida under the Agreement, including but not limited to, overpayments, and fraudulent billing.

6. CONSUMER NO-SHOWS

A "Consumer No-Show" occurs when a Consumer is not present at the designated pick-up location at the scheduled time and the trip has not been timely cancelled as set forth in the Transportation Manual. Provider

shall wait a minimum of five (5) minutes before declaring a No-Show and shall promptly record the No-Show in TRIP\$. In addition, Provider shall notify the ordering HSP of the No-Show within three (3) business hours, as TRIP\$ entry alone does not satisfy the notification requirement. Subject to the Claims and payment provisions of this Agreement, Provider shall be entitled to payment at the full trip-leg rate for authorized trips where a Consumer is a verified No-Show, provided that all reporting and notification requirements are met. If a No-Show occurs on the initial leg of a trip, any corresponding return leg shall be automatically cancelled unless specifically reauthorized and re-entered in TRIP\$ by the HSP. In the event of three (3) consecutive Consumer No-Shows with proper notification, the Consumer may be deactivated and all future trips cancelled until reinstated by the HSP. All payments for No-Shows are further subject to the conditions set forth in the *Payment Administration* section of this Agreement.

7. CANCELLATIONS

A "Cancellation" occurs when a scheduled trip is cancelled in TRIP\$ prior to the applicable local cutoff time established by the Regional Transportation Coordinating Committee ("RTCC"). Provider shall maintain the ability to accept cancellations at all times and shall record each Cancellation in TRIP\$ no later than the next business day. If a trip is cancelled within twenty-four (24) hours of the scheduled appointment time, the ordering HSP must contact Provider directly before entering the cancellation in TRIP\$. Where a trip is not cancelled by the local cutoff time, the initial leg shall be treated as a Consumer No-Show, provided that all reporting and notification requirements are met, and any corresponding return leg shall be automatically cancelled unless reauthorized and re-entered in TRIP\$ by the HSP.

8. PROVIDER NO-SHOWS

A "Provider No-Show" occurs when Provider fails to arrive at the scheduled pick-up location within the timeframes and performance standards established under this Agreement and the DHS Transportation Manual, or otherwise fails to perform an authorized trip as scheduled. Provider No-Shows constitute a service failure and are not eligible for payment. In addition, repeated or serious Provider No-Shows may result in corrective action, performance penalties, or termination of this Agreement in accordance with DHS requirements and Verida's contractual remedies. Provider shall promptly record and report all Provider No-Shows in the TRIP\$ system and cooperate fully with Verida and DHS in investigating and resolving such incidents.

9. FINAL PAYMENT

Provider shall accept payments by Verida as full and final payment for Transportation Services rendered by Provider. Provider shall not solicit or accept any surety or guarantee of payment from Contracting Agency or Consumers.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, effective as of the date and year indicated on the Signature Page.



EXHIBIT 1 TO SCHEDULE A

PROVIDER RATE AGREEMENT

EFFECTIVE DATE: September 1, 2025

SUBCONTRACTOR NAME: Walker County, Georgia

FOR SUBCONTRACTOR/COUNTIES: Region 1-Bartow, Catoosa, Chattooga, Cobb, Dade, Douglas, Floyd, Fannin, Gilmer, Gordon, Haralson, Murray, Paulding, Pickens, Polk, Walker, and Whitfield County

Type	DEFINITION	Rate
TRIP	Any one-way trip that are inclusive of ambulatory, wheelchair, fixed route, one-way passenger, one-way division trips, scheduled, and demand response.	\$18.00
Hourly	Any trip that originates at a designated location, and entails (1) transporting client(s) to a designated location(s), and (2) arriving back at the original location. If a driver must wait for a client(s) who cannot be dropped off and picked up at a later time, an hourly wait may be approved. Trips will be billed in :15 minute increments. Trips will be charged an hourly rate when: (1) The scheduling requires a vehicle to be specifically assigned to, and remain with, a client(s), or (2) The trip entails transporting a client outside the county where the trip originates, and the trip is not a "one-way trip". When the trip entails transporting three or more clients traveling from the same address going to the same address, even if the trip does not involve traveling to another county, the group trip hourly rate will apply.	\$30.00
WHEELCHAIR TRIP	Any on-way trip that is ordered by a HSP for a consumer whose physical limitation requires the use of a wheelchair as a mobility aide and requires securement by the driver. The consumer may have a temporary or permanent disability.	\$18.00

No Shows will be billed at the trip type ordered.

Subcontractor Approval: _____ Date: _____

Print Name and Title: _____

Company Name: _____

Authorizing Agent for VERIDA: _____
State Director Date

Authorizing Agent for VERIDA: _____
Operations Date

Authorizing Agent for VERIDA:

Finance

Date

SCHEDULE B: BUSINESS ASSOCIATE SUBCONTRACTOR AGREEMENT

This Business Associate Subcontractor Agreement (the "BAA") is entered into between **VERIDA, INC.** ("Verida") and **PROVIDER** ("Subcontractor") and in Verida's and Subcontractor's capacity as a HIPAA Business Associate (as defined below) in connection with services to be provided by Verida on behalf of certain Covered Entities (the "Covered Entity" or "Covered Entities"). This BAA shall be effective (the "Effective Date") upon the date the Agreement is signed by both Parties.

1. Definitions.

- (a) The following terms used in this BAA shall have the same meaning as those terms in the HIPAA Rules: Breach, Breach Notification, Data Aggregation, Designated Record Set, De-Identified Information, Disclosure (Disclose), Electronic Protected Health Information, Electronic Transactions Rule, Enforcement Rule, Genetic Information, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Sale, Secretary, Security Incident, Security Rule, Transaction, Unsecured Protected Health Information, and Use.
- (b) "Business Associate" shall generally have the same meaning as the term "Business Associate" at 45 C.F.R. § 160.103, and such term includes both Subcontractor and Verida with respect to this BAA.
- (c) "Covered Entity" shall generally have the same meaning as the term "Covered Entity" at 45 C.F.R. § 160.103.
- (d) "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and Part 164.
- (e) "HITECH Act" shall mean the Health Information Technology for Economic and Clinical Health Act.
- (f) "Subcontractor" shall generally have the same meaning as the term "Subcontractor" at 45 C.F.R. § 160.103.

2. Obligations and Activities of Subcontractor. Subcontractor agrees to:

- (a) Not Use or Disclose Protected Health Information other than as permitted or required by the BAA or as Required by Law;
- (b) Use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164BAA; implement written policies and procedures, conduct employee HIPAA training, and maintain an incident response plan with respect to Electronic Protected Health Information, to prevent Use or Disclosure of Protected Health Information other than as provided for by the BAA.
- (c) Report to Verida and, in coordination with Verida, to the Covered Entity any Use or Disclosure of the Covered Entity's Protected Health Information not provided for by the BAA of which it becomes aware, including Breaches of Unsecured Protected Health Information as required at 45 C.F.R. § 164.410, and report to relevant party(ies), e.g., Verida and/or Covered Entity any Security Incident of which it becomes aware;
- (d) Ensure that any other subcontractor that Subcontractor retains to create, receive, maintain, or transmit Protected Health Information on behalf of Subcontractor agree to the same restrictions, conditions, and requirements that apply to Subcontractor with respect to such Protected Health Information, In accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable;
- (e) Make available Protected Health Information in a Designated Record Set to relevant party(ies), e.g., Verida, Covered Entity and/or individuals designated by Verida or the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.524, including furnishing upon Covered Entity's request or direction an electronic copy of Protected Health Information that is maintained in a Designated Record Set;
- (f) Make any amendment(s) to Protected Health Information in a Designated Record Set as directed or agreed to by the Covered Entity pursuant to 45 C.F.R. § 164.526 (or by Verida on the Covered Entity's behalf), or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.526;
- (g) Maintain and make available the information required to provide an accounting of Disclosures to Verida, Covered Entity and/or individuals designated by Verida or the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.528.
- (h) To the extent Subcontractor is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164 ("Privacy of Individually Identifiable Health Information"), comply with the requirements of such Subpart E that apply to the Covered Entity in the performance of such obligation(s);

- (i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules;
 - (j) Not participate in any Sale of Protected Health Information;
 - (k) Not Use or Disclose Genetic Information for underwriting purposes in violation of the HIPAA Rules;
 - (l) Comply with the Electronic Transaction Rule and any applicable corresponding requirements adopted by HHS with respect to any Electronic Transactions conducted by Subcontractor on behalf of the Covered Entity in connection with the services provided under this BAA.
- 3. Representations of Subcontractor.** Subcontractor agrees that it is directly liable under the HIPAA Rules and the HITECH Act and is subject to civil and, in some cases, criminal penalties for making Uses and Disclosures of Protected Health Information that are not authorized by this BAA or Required by Law. Subcontractor also acknowledges that it is liable and subject to civil penalties for failing to safeguard Electronic Protected Health Information in accordance with the HIPAA Security Rule.
- 4. Permitted Uses and Disclosures by Subcontractor.** Subcontractor shall not Use or Disclose Protected Health Information relating to Covered Entity, except as expressly permitted under and consistent with this Section 4.
- (a) Subcontractor may Use or Disclose Protected Health Information as Required by Law.
 - (b) Subcontractor agrees to make Uses and Disclosures and requests for Protected Health Information consistent with Covered Entity's Minimum Necessary policies and procedures, a copy of which has been furnished to Subcontractor.
 - (c) Subcontractor may not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity.
- 5. Provisions for Verida to Inform Subcontractor of Privacy Practices and Restrictions.**
- (a) Verida shall notify Subcontractor of any limitation(s) in the Notice of Privacy Practices of the Covered Entity under 45 C.F.R. § 164.520, to the extent that such limitation may affect Subcontractor's Use or Disclosure of Protected Health Information.
 - (b) Verida shall notify Subcontractor of any changes in, or revocation of, the permission by an individual to Use or Disclose his or her Protected Health Information of which it becomes aware, to the extent that such changes may affect Subcontractor's Use or Disclosure of Protected Health Information.
 - (c) Verida shall notify Subcontractor of any restriction on the Use or Disclosure of Protected Health Information of which it becomes aware that Covered Entity has agreed to or is required to abide by under 45 C.F.R. § 164.522, to the extent that such restriction may affect Subcontractor's Use or Disclosure of Protected Health Information.
- 6. Notification of Breach.** If Subcontractor discovers a Breach of Protected Health Information, Subcontractor shall, following the discovery of the Breach of Unsecured Protected Health Information, notify Verida and, in coordination with Verida, the Covered Entity of such Breach in accordance with this Section 6.
- (a) A Breach is treated as discovered by Subcontractor on the first day on which such breach is known to Subcontractor or, by exercising reasonable diligence, would have been known to Subcontractor. Subcontractor shall be deemed to have knowledge of a Breach if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Subcontractor.
 - (b) Subcontractor shall provide the notification required under this Section 6 without unreasonable delay and in no case later than three (3) calendar days after discovery of the Breach.
 - (c) The notification shall include, to the extent possible, the identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by Subcontractor to have been, accessed, acquired, used, or disclosed during the Breach.
 - (d) Subcontractor shall provide to Verida (and, if so requested) to the Covered Entity with any other available information that the Covered Entity is required to include in notification to the individual under 45 C.F.R. § 164.404(c) at the time of the notification by Subcontractor, and any information that is not then available promptly after such information becomes available. Information to be provided includes, to the extent possible:
 - (i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

- (ii) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved); and
- (iii) A brief description of what Subcontractor is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any further Breaches.

7. Term and Termination.

- (a) The term of this BAA shall be effective as of the Effective Date and shall terminate upon the termination of the underlying Agreement for services between Verida and Subcontractor or on the date Verida terminates for cause as authorized in clause (b) of this Section, whichever is sooner.
- (b) Subcontractor authorizes termination of this BAA by Verida if Verida reasonably determines in good faith that Subcontractor has violated a material term of the BAA.
- (c) Except as provided in clause (d) of this Section 7, upon termination of this BAA for any reason, Subcontractor shall return to Verida or, if so directed, to Covered Entity (or, if directed by Verida in coordination with the Covered Entity, destroy) all Protected Health Information created, maintained, or received by Subcontractor on behalf of the Covered Entity that the Subcontractor still maintains in any form. Subcontractor shall retain no copies. If return or destruction is not feasible, Subcontractor must extend protections indefinitely and document the reasons why destruction is not feasible of the Protected Health Information.
- (d) If so directed by Verida, Subcontractor will transmit any Protected Health Information created, maintained, or received by Subcontractor on behalf of Covered Entity to Verida, to another Business Associate of the Covered Entity, or to the Covered Entity at termination.
- (e) Subcontractor shall be responsible for compliance with the obligations regarding the Covered Entity's Protected Health Information described in this Section 7 with respect to any applicable Protected Health Information that is created, received, or maintained by any other Subcontractors retained by Subcontractor.
- (f) The obligations of Subcontractor under this Section shall survive the termination of this BAA.

8. Indemnification. Subject to the limitations stated in the underlying Agreement, each party agrees to indemnify, defend and hold harmless each other party and each other party's respective officers, directors, employees and other agents, against any liability, loss, cost expense (including reasonable attorneys' fees and expenses), claim, damage suit, action or proceeding that may result from any third party claim if and to the extent proximately caused by any breach of this BAA by the other, as determined by a court of competent jurisdiction, including regulatory investigations, settlements, and administrative penalties, and provided that the party seeking indemnification furnishes to the other prompt written notice and requisite authority, information and assistance to defend.

9. Miscellaneous.

- (a) **Regulatory References.** A reference in this BAA to a section in the HIPAA Rules means the section as in effect or as amended.
- (b) **Amendment.** The parties agree to take such action as is necessary to amend this BAA from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law. Any amendment to this BAA must be in writing and signed by both parties.
- (c) **Interpretation.** Any ambiguity in this BAA shall be interpreted to permit compliance with the HIPAA Rules.
- (d) **Governing Law.** This BAA shall be governed by the laws of the State of Georgia, except to the extent preempted by federal law.
- (e) **Counterparts.** This BAA may be executed in any number of counterparts, and may be signed via facsimile or e-mail (scan), and each such counterpart shall be deemed to be an original instrument, but all such counterparts shall constitute one agreement.
- (f) **Severability.** The provisions of this BAA shall be severable, and the invalidity of any provision shall not affect the validity of other provisions.
- (g) **Entire Agreement.** This BAA contains the entire agreement between the parties. This BAA supersedes all prior agreements, understandings or writings, whether oral or written with regard to this subject matter.
- (h) **Notice.** Any notice required under this BAA shall be in writing and shall be given by (i) delivery in person, (ii) by a nationally recognized next day courier service, (iii) by first class, registered or certified mail, postage prepaid, (iv) by electronic mail to the address of the party specified in this BAA or such other

address as either party may specify in writing (provided that any electronic notices containing PHI or sensitive data must be encrypted).

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, effective as of the date and year indicated on the Signature Page.

RESOLUTION R-081-25

**A RESOLUTION OF THE WALKER COUNTY BOARD OF COMMISSIONERS TO
AWARD A CONTRACT FOR MOWING, LITTER PICK-UP AND WEED CONTROL**

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

WHEREAS, the Board desires to contract mowing, trimming, weed and litter control services along 500 miles of county-maintained roads; and

WHEREAS, the County issued a Request for Proposals (RFP) on October 29, 2025 through the Georgia Procurement Registry and county government website to provide all necessary services to perform four cycles of mowing and litter control, three cycles of spraying to suppress Johnsongrass, and other right of way maintenance functions; and

WHEREAS, the RFP was advertised in the Walker County Messenger, the county's legal organ, on October 29, 2025 and November 5, 2025; and

WHEREAS, the county received _____ proposals from qualified contractors capable of providing all necessary services and materials to perform the work and _____ submitted the proposal most favorable to the county;

THEREFORE BE IT RESOLVED by the Board of Commissioners of Walker County, Georgia that the RFP submitted by _____ is accepted and a contract in the amount of \$ _____ is hereby awarded to said company for mowing, litter pick-up and weed control.

SO RESOLVED AND ADOPTED this 4th day of December, 2025.

ATTEST:

WALKER COUNTY, GEORGIA

LISA RICHARDSON, County 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 _____ the Resolution.

RESOLUTION R-082-25

**A RESOLUTION OF THE WALKER COUNTY BOARD OF COMMISSIONERS TO
AWARD A CONTRACT FOR WALKER ROCKS PARK TRAIL RESURFACING**

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

WHEREAS, Walker County has been awarded a \$280,000 grant from the Georgia Department of Natural Resources Recreational Trails Program (RTP) to rehabilitate the trail at Walker Rocks Park on the Walker County Civic Center Campus; and

WHEREAS, the Board approved Resolution R-014-24 on April 11, 2024 authorizing Walker County's RTP application and Resolution R-036-25 on May 1, 2025 accepting the terms of the grant, which includes an \$80,000 match; and

WHEREAS, the County issued a Request for Bids (RFB) on October 29, 2025 through the Georgia Procurement Registry and county government website to replace approximately 3,215 feet of gravel surface with a permanent surface, along with the installation of approximately 475 feet of new trail; and

WHEREAS, the RFB was advertised in the Walker County Messenger, the county's legal organ, on November 5, 2025 and November 12, 2025; and

WHEREAS, the county received _____ proposals from qualified contractors capable of providing all necessary services and materials to perform the work and _____ submitted the proposal most favorable to the county;

THEREFORE BE IT RESOLVED by the Board of Commissioners of Walker County, Georgia that the bid submitted by _____ is accepted and a contract in the amount of \$ _____ is hereby awarded to said company for the resurfacing of Walker Rocks Trail.

SO RESOLVED AND ADOPTED this 4th day of December, 2025.

ATTEST:

WALKER COUNTY, GEORGIA

LISA RICHARDSON, County 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 _____ the Resolution.

SHIP TO

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

BILL TO

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

PURCHASE ORDER
NO. 2026-00000564

DATE 11/24/2025

VENDOR 2375 STEWART SIGNS

STEWART SIGNS
JAMES T STEPHENS
2201 CANTU COURT, SUITE 215
FOREST LAKES, FL 34232-6255

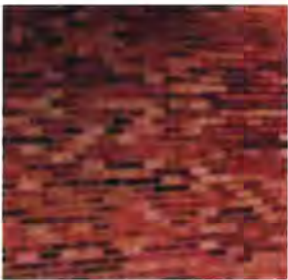
DELIVER BY
SHIP VIA
FREIGHT TERMS
ORIGINATOR
RESOLUTION #
PAYMENT TERMS

Aneetra Harris

QUANTITY	U/M	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	EA	Capital - Building Improvements	\$30,992.0000	\$30,992.00
TOTAL DUE				\$30,992.00



**See warranty for details.



- 1st SW Paint Color: 9585 Sunbleached
- Faux Red Variated Brick, to match photo provided.
- Integrated Text: 6258 Tricorn Black



Remote control box
with ethernet cable



Cornerstone Modified Model LED37-9
Double Sided

 **Stewart Signs**
ONE SIGN. ONE COMPANY

1-800-237-3928 stewartsigns.com

Atlas 10.66mm 90x210
Sk: 1066291-3 Cust: 3205562
9/8/2025 CgO/aVasquez PROPOSAL
Scale: 1/2"=1'

Signature _____
Date _____

Please confirm that all lettering, colors and graphics are correct before signing. Changes to artwork after signature is received will incur a \$500 art change fee.



This custom artwork is not intended to provide an exact match for ink, vinyl, paint, or LED color. Signs are designed for an illuminated graphic and art is based off of this premise. Non-illumination during daylight hours may result in graphics of varying appearance. Brickwork and masonry are not included in the proposal with the exception of Cornerstone products. Measurements shown are approximations; final product dimensions may vary. LED images shown are simulated to replicate optimum viewing distance. **Original design, do not duplicate.**



Quote: Q-1003518

Account: 3205562

Quoted: 11-21-2025

Valid until: 12-06-2025

Prepared for
Walker County Elections Office
La Fayette, Georgia

Prepared by
Alejandro Vasquez
avasquez@stewartsigns.com
1.888.237.3928 x2440

DESCRIPTION	PRICE
Double Sided Full Color Atlas Outdoor LED Sign Borderless and front-serviceable modular LED display.	\$30,992.00
LED display • 10.66mm full color at 90 pixels high by 210 pixels wide (18,900 total pixels per side) • Active display area 3' 2" x 7' 4" (23.2 square feet per side) • 1 to 11 rows of text and use your own images and video clips • 10-year parts availability guarantee (see warranty for info) • ETL Listed and FCC part 15 compliant See full display capabilities	
Communication method Communication provided by cellular modem and LIFETIME Cell Connect data plan. See full specifications	
Sign structure • Wall Brackets mount • Lifetime warranty on structure, including vandalism (see warranty for details)	
Electrical specifications • Total number of required 20 amp 120 volt circuits will be provided on engineer drawing. Max draw for whole sign: 13.90	
Software SignCommand.com Cloud-based LED Sign Software FREE for the lifetime of the product. Control your sign from anywhere using any device. No monthly fees. Learn more.	Included
Freight Installation not included – Can be coordinated with a local contractor Self-installation kit included Electrical work to sign location not included All signs are subject to local zoning regulations and municipal code compliance make sure it is looked over Sales tax not included in the quoted price	Included Total: \$30,992.00 + any applicable sales tax Payment terms: Purchase Order, Net 30





Quote: Q-1003518
Account: 3205562
Quoted: 11-21-2025
Valid until: 12-06-2025

Prepared for: Walker County Elections Office • La Fayette, Georgia
Prepared by: Alejandro Vasquez • avasquez@stewartsigns.com • 1.888.237.3928 x2440

SHIPPING INFORMATION

TERMS & CONDITIONS (*unless noted elsewhere in this quote)

Sign and All Other Components
311 South Main St La Fayette, GA 30728
Contact:

Invoices
311 South Main St La Fayette GA, 30728

All items not specified here will be shipped to:
311 South Main St La Fayette GA, 30728

Shipping terms: FOB Origin. Storage and other freight services may be added to your invoice should they be required. Unless managed installation services are included, customer is responsible for unloading of sign upon delivery. Signs greater than 6 feet wide are not eligible for lift gate services.

TAX: Any applicable sales tax will be added to your invoice. Organizations exempt from sales tax must include exemption certificate with order.
PERMITS: Permits and zoning are the responsibilities of the buyer. Check with your city or county zoning office for proper permitting procedures in your area. Sealed engineer drawings available at additional cost.
INSTALLATION: Installation of footers, erection, electrical service to sign site, electrical hook-up, removal and/or disposal of any existing signage, and any decorative masonry are the responsibilities of the buyer. Managed installation services are available at additional cost.
CANCELLATION: Any cancellation may be subject to cancellation, return, and/or restocking fees. A late fee of 1.5% per month will be charged on any overdue balances. In the event of a payment default, customer will be responsible for all of Stewart Signs' costs of collection, including but not limited to court costs, filing fees and attorney fees.
SUPPORT: US-based phone and internet support are provided FREE for the lifetime of the product. A premier service warranty is available at additional cost.
SOFTWARE: By purchasing the SignCommand.com software product, you are agreeing with the Website Terms of Use (<https://www.signcommand.com/terms>) and Software End User License Agreement (<https://www.signcommand.com/eula>).
COMMUNICATION: Connectivity requires cell service at sign site. Must be within the United States (including Puerto Rico) with 4G LTE coverage shown on the Verizon Coverage Map (<https://www.stewartsigns.com/verizon-map>).
DATA PLAN: By purchasing the Cell Connect Data Plan, you are agreeing with the Data Plan Terms and Conditions (<https://www.signcommand.com/data-plan>).

I have read and understand the Terms & Conditions above. INITIALS

ORDERING INSTRUCTIONS

1. Review this quote for accuracy. Initial each page of the quote. Sign and date the quote here.
2. Review any corresponding artwork provided with this quote. Check all spelling and colors. Sign and date the artwork.
3. Submit both documents along with your deposit payment to your sign consultant. Speak with your consultant about payment method options.
4. If your organization is sales tax exempt, provide your sales tax exemption certificate with order.

Customer's authorized signature for quote Q-1003518

SIGNATURE

PRINT NAME

DATE

Alejandro Vasquez

11-21-2025

Alejandro Vasquez, Sign Consultant



Quote: Q-1003518
Account: 3205562
Quoted: 11-21-2025
Valid until: 12-06-2025

Prepared for: Walker County Elections Office • La Fayette, Georgia
Prepared by: Alejandro Vasquez • avasquez@stewartsigns.com • 1.888.237.3928 x2440

Limited Product Warranty ("Limited Warranty")

Definition of Warranty Coverage:

- 1) Stewart Signs (the "Company") expressly warrants to the original purchaser ("You" or "Buyer" or "Owner" or "Customer") that, for a period of five (5) years from the date of shipment (the "Warranty Period"), the electronic displays and the associated Company products (the "Product") will be reasonably free of material defects in materials and workmanship impacting Product fit, form and/or function. During the Warranty Period, the Company will, at its discretion, repair or replace any defective covered Product. The Owner will be responsible for removing and reinstalling any and all repaired or replacement parts. This Limited Warranty only applies to the Company's Product if installed, used, and maintained in the manner recommended by Company, and this Limited Warranty is conditioned upon compliance with all such instructions. Lifetime telephone support for the Product is provided, as needed.
- 2) In the event the Product is damaged during shipping, it is the responsibility of the Buyer to refuse delivery, causing the Product to be returned to the manufacturer for repair. Title to the Product passes to the Buyer upon the Company's delivery to the freight carrier. The Company assumes no liability for damage caused by careless handling or poor installation, except for work completed by employees of the Company.
- 3) Any information or suggestion by the Company with respect to the Product concerning applications, specifications or compliance with zoning, codes and standards is provided solely for your convenience and without any representation as to accuracy or suitability. You must verify and test the suitability of any information with respect to the Product for your specific application.
- 4) Sign Structure and Sign Face: In the event the sign structure or identification/changeable copy portion of the sign malfunctions under normal use and service thereof DURING THE LIFE OF THE SIGN due to material defects in workmanship or materials, the Company will, at its option, repair or replace any defective materials.
- 5) Vandalism to Sign Faces: This Limited Warranty covers polycarbonate faces against breakage due to vandalism DURING THE LIFE OF THE SIGN. Warranty protection does not extend to these surfaces if damaged by gunshots, or when damaged coincident with damage to the sign cabinet in which the faces are installed. LED panels are also covered from vandalism for the duration of the electronics portion of the Limited Warranty (5 years). Excludes Cornerstone monument signs and other Cornerstone components.
- 6) Failed electronic parts or assemblies will be repaired or replaced, at the sole discretion of the Company. Replacement or repaired parts are warranted to be free from material defects in material or workmanship for ninety (90) days, or for the remainder of the Warranty Period of the Product they are replacing or in which they are installed, whichever is longer.
- 7) The Company will repair failed LED pixels if greater than one quarter of one percent (0.25%) of the total number of pixels in the sign have failed in one (1) calendar year, provided the sign is installed with the recommended ventilation system for its location. The definition of pixel failure is when all LEDs in the pixel will no longer emit light. Pixel repair is performed at the Company Repair Center. It is common knowledge within the sign industry that all LEDs degrade and produce less light as they age. Eventually the LEDs will require replacement even though the LEDs will still emit light. This Limited Warranty does not cover normal LED degradation.
- 8) Customer Obligations:
Failure by the Customer to properly maintain the Product will void coverage for affected components. The Customer shall notify the Company immediately of equipment failure and allow the Company full and free access to the Product when required. Waiver of liability or other restriction shall not be imposed as a site access requirement. The Customer is responsible for all costs and management oversight associated with providing the Company access to the Product, providing the necessary machines, communication facilities and other equipment, inclusive of but not limited to lifting equipment. Should on-site repair be required, Customer is required to have a responsible individual on-site to provide access to the Product as well as sign off on a completed work order.
- 9) Exclusions and Restrictions:
The Company reserves the right to restrict service, limit replacement parts, or invalidate this Limited Warranty to Customers whose account balance is past due. This Limited Warranty specifically excludes any on-site labor required to service the covered Product, including diagnosis, removal, and installation of parts and/or products. Any on-site service required by the Customer of Company technicians or a local Company-authorized service provider is billable to the Customer based on an agreed-upon written quote. This Limited Warranty does not apply to software. Software is covered by a separate agreement, which appears in the Company's software license agreement.
ID cabinet LED illumination and power supply are covered for two (2) years, when purchased as a system.
- 10) This Limited Warranty specifically does not cover the following:
 - a) Third-party communication devices such as wireless devices and modems, which are covered by a separate electronic communication warranty. This includes the Ubiquiti wireless radios provided by Stewart Signs, which carry a one (1) year warranty from ship date when purchased with a new sign
 - b) Damage to Product that has been moved from its original installation location or is mounted in a mobile structure.

- c) Cosmetic damage to the Product (including but not limited to scratches and dents that do not otherwise affect the fit, form or functionality of the Product or materially impair its use).
 - d) Recovery or transfer of any data or software stored on the Product not originally installed on the Product by the Company.
- 11) This Limited Warranty specifically does not cover conditions, defects or damage caused by or resulting from the following:
- a) Defects caused by: unreasonable or unintended use of Product; improper or unauthorized handling; accident; omission; neglect; vandalism (unless otherwise noted in this Limited Warranty); misuse; physical abuse; installation, use and/or fabrication, and maintenance of the Product by any party other than the Company.
 - b) Damage (not resulting from manufacturing defects) that occurs while the Product is in the Owner's control and/or possession, unless otherwise noted in this Limited Warranty.
 - c) Extreme physical or electrical stress or interference; environmental conditions beyond the Company's control, such as man-made or naturally occurring salt air/fog, electrochemical oxidation or corrosion and/or metallic pollutants. Also not covered is normal wear and tear; inadequate, improper, or surges of electrical power; lightning, floods, fire, acts of God, war, terrorism, or other external causes, including Force Majeure.
 - d) Unauthorized modification, including installation of third-party software on the Product.
 - e) Product modification or service by anyone other than: (a) the Company, (b) a Company-authorized service provider, or (c) Customer's own installation of Company approved parts with instruction from the Company. Service to damaged or malfunctioning Product which has not been ordered or authorized by the Company's Customer Satisfaction Department is not covered under this Limited Warranty and will automatically invalidate this Limited Warranty.
 - f) Computer viruses, Trojan horses, worms, self-replicating code or like destructive code which was not included in the Product by the Company.
 - g) Products installed with known or visible manufacturing defects at the time of installation.
- 12) The Company will provide and be responsible for the cost of shipping parts from the Company to the Customer, with the exception of sign faces replaced due to vandalism. Standard shipping via the United States Postal Service or other commercial parcel delivery company is the default method of delivery. Expedited delivery is available to the Customer at his or her expense.
- 13) Warranty claims must be registered with the Company within thirty (30) days of damage or malfunction. To register a claim, the Customer must contact the Company at the location specified below and provide (a) his or her name and any other required contact information, (b) Product and purchase descriptions, and (c) the nature of the defect. The Company reserves the right (at its sole discretion) to require proof of original purchase (e.g. paid invoice, receipt) and to visit the site of the installation or to require documentation of the claim before assuming any responsibility under the provisions of this Limited Warranty.
- 14) THE LIMITED WARRANTIES SET FORTH HEREIN ARE THE ONLY WARRANTIES MADE BY THE COMPANY IN CONNECTION WITH THE PRODUCT. THE COMPANY CANNOT AND DOES NOT MAKE ANY IMPLIED OR EXPRESS WARRANTIES WITH RESPECT TO THE PRODUCT, AND DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY'S SOLE OBLIGATION UNDER THIS LIMITED WARRANTY SHALL BE TO REPAIR OR REPLACE MALFUNCTIONING OR DEFECTIVE PARTS OF THE PRODUCT. BUYER ASSUMES ALL RISK WHATSOEVER AS TO THE RESULT OF THE USE OF THE PRODUCT PURCHASED, WHETHER USED SINGULARLY OR IN COMBINATION WITH ANY OTHER PRODUCTS OR SUBSTANCES.
- 15) NO CLAIM BY BUYER OF ANY KIND, INCLUDING CLAIMS FOR INDEMNIFICATION, SHALL BE GREATER IN AMOUNT THAN THE PURCHASE PRICE OF THE PRODUCT WITH RESPECT TO WHICH DAMAGES ARE CLAIMED. IN NO EVENT SHALL COMPANY BE LIABLE TO BUYER IN TORT, CONTRACT OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, PUNITIVE OR EXEMPLARY DAMAGES, OR FOR LOSS OF PROFIT, REVENUE OR USE, IN CONNECTION WITH, ARISING OUT OF, OR AS A RESULT OF, THE SALE, DELIVERY, SERVICING, USE OR LOSS OF USE OF THE PRODUCT SOLD HEREUNDER, OR FOR ANY LIABILITY THAT BUYER HAS TO ANY THIRD PARTY WITH RESPECT THERETO.
- 10-Year Parts Guarantee – Stewart Signs provides a 10-year parts guarantee for our LED signage. While hardware can change year over year, we will have available suitable hardware to allow the continued use of your signage for 10-years from the ship date of the sign. Changes in hardware include but are not limited to: visual hardware changes, software changes, or control system upgrades.

Contact Information:

Stewart Signs Customer Satisfaction
2201 Cantu Court, Suite 215
Sarasota, FL 34232
Phone: 855-841-4624
Web: www.stewartsigns.com/support/

SHIP TO

WALKER COUNTY ROAD DEPARTMENT
91 INDUSTRIAL DRIVE
CHICKAMAUGA, GA 30707

BILL TO

WALKER COUNTY ROAD DEPARTMENT
91 INDUSTRIAL DRIVE
CHICKAMAUGA, GA 30707

PURCHASE ORDER
NO. 2026-00000573

DATE 11/25/2025

VENDOR 1310 NABCO ELECTRIC INC

CONTACT NABCO ELECTRIC INC
P O BOX 9397
EAST RIDGE, TN 37412

DELIVER BY
SHIP VIA
FREIGHT TERMS
ORIGINATOR Ashley Kittle
RESOLUTION #
PAYMENT TERMS

QUANTITY	U/M	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	EA	Repairs - New Red Light Project - McFarland Rd @ North Jenkins Rd	\$99,116.0000	\$99,116.00
TOTAL DUE				\$99,116.00

APPROVED BY

PAGE 1 OF 1

SPECIAL INSTRUCTIONS



PROJECT INFORMATION	PROPOSAL DATE	EXPIRATION
McFarland & N Jenkins Signal REV #1 McFarland Avenue & N Jenkins Road Fairview, Georgia 30741	November 14, 2025	Valid 30 days from the Proposal Date. Unless specified below.

PREPARED FOR	DRAWINGS
Carlen Bowers Walker County Roads 91 Industrial Drive Chickamauga, Georgia 30707 c.bowers@walkerga.us	Drawing Date: NO DRAWINGS ACKNOWLEDGED Addendums: NO ADDENDA ACKNOWLEDGED

PROJECT OVERVIEW
New traffic signal installation at McFarland Avenue and N Jenkins Road in Chickamauga, GA.

PROJECT PRICING	
MCFARLAND & N JENKINS SIGNAL REV #1	\$99,116.00

BASE BID:

\$99,116.00

Ninety-nine thousand, one hundred sixteen dollars

SCOPE OF WORK

MCFARLAND & N JENKINS SIGNAL REV #1

NABCO Electric proposes to furnish and install a new traffic signal with two new steel poles, new signal cabinet, new lights, and loops for the intersection of McFarland Avenue and N Jenkins Road in Chickamauga, GA.

McFarland at N Jenkins Road Traffic Signal				
DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
STRAIN POLES AND FOUNDATIONS	EACH	2	\$ 23,808.75	\$ 47,617.50
ELECTRICAL SERVICE	EACH	1	\$ 1,930.00	\$ 1,930.00
3 SECTION FIXTURE	EACH	1	\$ 1,374.00	\$ 1,374.00
3-WAY 3 SECTION	EACH	1	\$ 3,527.00	\$ 3,527.00
2-WAY 3 SECTION FIXTURE	EACH	1	\$ 2,450.00	\$ 2,450.00
9 - CONDUCTOR SIGNAL CABLE	L.F.	350	\$ 5.25	\$ 1,837.50
POLE MOUNTED CABINET AND CONTROLLER	EACH	1	\$ 27,535.00	\$ 27,535.00
3/8" SPAN WIRE	L.F.	100	\$ 5.75	\$ 575.00
LOOPS	EACH	3	\$ 2,750.00	\$ 8,250.00
TRAFFIC CONTROL	L.S.	1	\$ 4,020.00	\$ 4,020.00
			TOTAL	\$ 99,116.00

CONDITIONS

Title to all equipment (but not material) furnished by NABCO to the above named shall remain in NABCO until paid therefor. The above named, by accepting this Proposal, grants to NABCO a purchase money security interest in all equipment furnished by NABCO. In the event the equipment furnished by NABCO to the above

named as part of this estimate equals or exceeds Five Thousand Dollars (5,000.00), Owner shall execute a UCC-1 financing statement(s) prior to delivery of equipment. All material is guaranteed to be specified. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner is to carry fire, tornado and other necessary insurance. Our workers are fully covered by NABCO's workmen's compensation insurance.

All work to be completed in a professional manner according to standard Practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate.

CONTACT INFORMATION

Robby Downey | Vice President & Project Manager
NABCO Electric Company, Inc.
(423) 486-9337 | rdowney@nabcoelectric.com

PRICE QUOTE

ATE: 10/24/2025

ROJECT: Fairview - Macfarland Ave @ N. Jenkins Rd

COPE: Installation of; (2) Type IV Steel Strain poles, (1) Type 336 Pole-mounted cabinet, (120 LF) Span Wire, (6) 3-section signal heads, (2) Type 3 Pull boxes, (1) 6x40 ft loop detector (1) Type 4 Wireless System (optional) & all required cabling. Pricing to include all materials and labor.

Intersection					
ITEM NUMBER	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXT
51-1000	TRAFFIC CONTROL/MOBILIZATION	LS	1	\$15,000.00	\$15,000.00
39-3004	STEEL STRAIN POLE, TP IV	EA	2	\$9,750.00	\$19,500.00
47-1000	TRAFFIC SIGNAL INSTALLATION	LS	1	\$78,700.00	\$78,700.00
47-6300	LOOP DETECTOR, 6 X 40 FT, QUADRUPOLE	EA	1	\$3,500.00	\$3,500.00
26-2104	WIRELESS SYSTEM, TYPE 4 (OPTIONAL)(NOT INCLUDED IN PRICE)	EA	1	\$4,750.00	\$4,750.00
			SUB	TOTAL	\$116,700.00

The above quote do not include payment performance bond.

Pricing do not include any concrete, asphalt, or striping work.

This quotation is an estimate only and not a guarantee to perform the work.

Pricing includes use of law enforcement for traffic control.

GTG reserves the right to modify or withdraw this offer if a letter of intent or contract is not received within thirty (30) days of the quote date.

This quote does not include a payment Bond, if needed please add 2% to the Price.

GTG is a certified DBE Contractor with specific agencies. It's the bidder's responsibility to verify GTG current status prior to utilizing this proposal to meet required contract goals.

IF THIS QUOTE IS ACCEPTED, PLEASE SIGN AND EMAIL TO OUR OFFICE OR THIS QUOTE CAN BE AN EXHIBIT IN THE CONTRACT.

Due to extremely busy schedule, should you accept this quote, please notify GTG Traffic Signals, Jason Gray, as soon as possible of your acceptance. This will allow for GTG to manage and schedule proper execution of signal installation.

(no subject)
1 message

Lisa Richardson <countyclerk@walkerga.us> Tue, Nov 18, 2025 at 8:35 AM
To: Lisa Richardson <countyclerk@walkerga.us>

Attached are the two quotes we were able to secure for the traffic light replacement project at McFarland Avenue and N Jenkins Road. Both quotes are for the steel poles and all necessary equipment.

We faced challenges in obtaining additional bids, as two other companies withdrew—one citing a full current workload and the other stating the job was too small to warrant mobilization. A fourth company did not respond to our inquiry.

Given the current options, I recommend we proceed with NABCO Electric due to their competitive price and their proximity to the project. They also currently handle our routine traffic light maintenance when needed.

Regarding the intersection at McFarland Avenue and Mission Ridge Road, the light replacement there will need to be quoted at a later date, as it requires further planning and engineering. That specific location may necessitate adjustments to the intersection layout.

Please let me know if you have any questions for the December 4th agenda packet.

Lisa Richardson
County Clerk
Walker County Government
101 S Duke Street
Lafayette, GA 30728
Email: Countyclerk@Walkerga.us
Office: 706-638-1437



SHIP TO

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

BILL TO

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

PURCHASE ORDER
NO. 2026-00000591

DATE 11/25/2025

VENDOR 56081 STOWERS MACHINERY CORPORATION

STOWERS MACHINERY CORPORATION
P O BOX 896453
CHARLOTTE, NC 28289-6453

DELIVER BY
SHIP VIA
FREIGHT TERMS
ORIGINATOR
RESOLUTION #
PAYMENT TERMS

Brooks, Stephanie

QUANTITY	U/M	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	EA	Capital - Other Equipment - Generator	\$71,284.0000	\$71,284.00
TOTAL DUE				\$71,284.00



5-28-25

Re: Walker Co 911 UPS REPLACEMENT
SOURCEWELL CONTRACT # 092222-Cat

Thank you for allowing Stowers Industrial Power to offer the following equipment and services.

General description-

-30kVA 208VAC DIAMOND SERIES DS-030-01 UPS

-BC25 Battery Cabinet - 28 minutes backup

-30kVA (65 KAIC) Wall Mounted MBS
(3 breaker type) w/KK Black NEMA 1
Enclosure, 200% Rated Neutral, Listed
to UL891 and are 65KAIC Rated. Kirk
Keys are included.

Turnkey Installation

Scope of Work:

1. Demo the existing 30kva ups in radio room.
2. Install a new 30kva UPS in the electrical room (old generator room).
3. Provide and install conduit and wire from main distribution panel to new UPS.
4. Provide and install conduit and wire from new UPS to existing load panel in electrical room.
5. Provide connectors and material to connect battery cables to ups cabinet.
6. Install AC bypass enclosure by UPS.
7. Provide and install conduit and wire for bypass enclosure.
8. Provide startup assistance with factory rep.
9. Provide temporary cables to keep the load panel energized during installation of new UPS.

Note:

1. The estimate is based on work being done during normal working hours Monday through Friday 7:00am to 3:30pm.

START UP SERVICES ARE PROVIDED BY THE UPS FACTORY TECH

Price for One new Diamond Series UPS with equipment listed, price f.o.b. Job Site, less taxes (if applicable)\$59,519.00

OPTIONAL ADDER:
To supply battery for 58 min runtime..... \$11,765.00

CURRENT LEADTIME ESTIMATES: 4-6 weeks

- Quotation Notes:
- 1. WE HAVE DETAILED THE EQUIPMENT PROPOSED. PLEASE REVIEW YOUR SPECIFICATIONS TO BE SURE THAT THE EQUIPMENT DESCRIBED ABOVE MEETS YOUR REQUIREMENTS.
 - 2. This quotation covers items listed herein and does not constitute a specific job proposal.
 - 3. All equipment furnished loose for installation by others unless specifically listed as installed.
 - 4. Start-Up, Testing, & Training to be performed during normal business hours unless specifically indicated otherwise.
 - 5. Relay and/or System Coordination Study are not included unless specifically noted.
 - 6. Telephone and verbal orders are to be confirmed in writing.
 - 7. We reserve the right to correct errors or omissions.
 - 8. Stowers Machinery is not responsible for occurrences beyond our control.
 - 9. Sales are contingent upon customers signing a Stowers Machinery Purchaser Agreement Form.
 - 10. This quotation is made subject to Stowers Machinery Standard Terms and Conditions.
 - 11. Contracts which include penalties or liquidated damage clauses for failure to meet promised shipping dates are not accepted by or binding on Stowers Machinery, unless accepted, and confirmed in writing.
 - 12. The delivery dates listed above are only estimates based on current delivery times from the manufacturers; they are subject to change at any time. Firm delivery dates can only be obtained after the manufacturer has released equipment for production. Release for production occurs after the customer has approved submittals in writing or the customer's representative.
 - 13. Standard payment terms are net due upon invoice or customer account status is final determination.

EXCUSE OF PERFORMANCE:
Stowers Machinery shall not be liable for delays in performance or for non-performance for any events or causes beyond its reasonable control, including but not limited to acts of God, actions or inactions of Buyer, war, epidemic, fire, flood, weather, sabotage, strikes or labor disputes, civil disturbances or riots, governmental requests, restrictions, allocations, laws, regulations, orders or actions, delays in transportation, default of suppliers, or any other unforeseen circumstances. The occurrence of any of these events may lead to Stowers Machinery suspending or cancelling the Shipment of Goods or the provision of Services upon notice to Buyer, but the balance of any related order shall otherwise remain unaffected. If Stowers Machinery determines its ability to supply the demand for Goods or to obtain material used directly or indirectly in the provision of Goods, is hindered in any way due to any of the events noted above, Stowers Machinery may allocate its available supply of Goods and/or such material, without obligation to acquire other supplies of Goods or materials, among its purchasers on such basis as Stowers Machinery determines to be equitable, and without liability for any failure of performance which may result.

WARRANTY:
The Equipment and/or machinery described herein are sold subject only to those warranties provided by the manufacturer. The Seller does not join in any such manufacturer's warranties. The Seller gives no warranty, express or Implied, as to description, quality, merchant ability, fitness for any particular purpose, productiveness, or any other matter, of any equipment which Seller shall supply. The seller shall be no way responsible for their proper use and service, and the Purchaser hereby waives all rights of refusal and return of equipment.

Please call Andy Downs for additional information or to place an order. We look forward to working with you.

Signed _____ Date _____ Firm _____

Sincerely,
Andy Downs
Commercial Engine Sales
423-698-6943 main
423-463-2131 mobile
adowns@stowerscat.com



LAWSON ELECTRIC CO., INC.

6246 Dayton Blvd.
Hixson, Tennessee 37343
Office (423) 267-5471
INFO@lawsonelectric.com

July 16, 2025

Walker County 911
10054 N Highway 27
Rock Springs, GA 30739
Attn: Curtis Creekmur

Re:

Curtis,

We are pleased to offer the following quote to remove the existing UPS and install the new UPS at the Walker County GA 911 Center.

Total Quote- \$62,100.00

Scope of Work:

1. Provide all labor to remove the existing UPS from the 911 Building.
2. Provide and install a new UPS system matching the existing UPS specifications in the main electrical room.
3. Provide all materials and labor to connect the electrical feeders from the existing main switchboard to the new UPS and from the new UPS to the existing 200 amp electrical panel identified during the site visit.
4. Labor is quoted on Straight Time, M-F, 7:30 am – 4 pm.

If you have any questions or if I can be of further assistance please let me know

Sincerely,

Charles R. Young
Project Manager

Quote

Customer

Name: Walker Co 911
Attention: Curtis Creekmur
Address:
Phone:
Email:
Project: Walker Co 911 GVS 30k 2x2 RFQ

Date: June 5, 2025
Quote #: CCI.060525
Rep: SES / DW
FOB: Destination
Terms: NET30

Qty	Description	TOTAL
1	Schneider Electric Galaxy VS 30kW UPS Solution <i>Includes materials and services as listed below:</i>	\$73,865.00
1	Galaxy VS UPS with (4) 9Ah Internal Smart Modular Battery Strings Power Rating: 30 kVA/kW System Input: 208Y/120 Volts, 3-Phase (3W+G or 4W+G) System Output: 208Y/120 Volts, 3-Phase (Same as Input) UPS Dimensions: ~ 22"W x 78"H x 34"D; ~ 1,748 lbs. Battery Runtime: ~ 15.5 mins at Full Load	
1	Galaxy VS Maintenance Bypass Cabinet Bypass Dimensions: ~ 24"W x 78"H x 33"D; ~ 430 lbs.	
1	Emergency Power Off	
1	5x8 Startup and Assembly Service w/ Basic Owner Training	
1	Installation <i>per the attached Scope of Work</i>	

*** Pricing does not include any equipment, spare parts, special factory testing, field testing, rigging, electrical contracting, installation or other services other than those specifically mentioned above.

Please Note: Items not specifically noted on this quotation may or may not be available. Please consult with CCI for clarification, questions and/or additional items.
Provided will be manufacturer's standard product unless noted otherwise. CCI is not responsible for items not specifically noted on this quotation.

Standard One (1) Year Warranty unless otherwise noted above.

Current Lead Time to Ship A.R.O. : TBD (subject to change)

Please provide two (2) weeks notice for product services (including start-up if applicable).

*** (FOB Destination; Best Way; Dock-to-Dock; No liftgate) ***

SubTotal	\$73,865.00
Shipping	*** Included
Tax Rate(s)	NOT INCLUDED
TOTAL	\$73,865.00

Make Purchase Order out to: Critical Components, Inc.; Please email POs to Orders@CCI.tech or fax to 678-868-2211

Credit Application and Terms & Conditions will be required with purchase order; please note on PO: Net 30 Days unless specific progress payment terms are noted otherwise in the quotation/proposal; Freight is FOB Destination

Please Note: Quote is valid for thirty (30) days. Please check pricing after 30 days.

IMPORTANT NOTE: Shipping/Handling/Freight and Sales Tax are NOT Included in the Total Price and will be included on final invoicing unless otherwise specified

TERMS and CONDITIONS OF SALE: Critical Components, Inc. Terms and Conditions of Sale shall apply to all sales made by Critical Components, Inc. stemming from this quotation. Any additional or different terms contained in Buyer's purchase orders, invoices, confirmations or other documents generated by the Buyer are hereby specifically and unequivocally rejected and shall not be binding on Critical Components, Inc. unless Critical Components, Inc. specifically agrees in writing to accept such additional or different terms. CCI reserves the right to request progress payment terms based upon the monetary value of the order and/or for credit reasons. Terms are subject to credit approval. It is agreed that all invoices will be paid within thirty (30) days unless otherwise agreed to in writing. Any invoice not paid within thirty (30) days shall be considered past due and be subject to a finance charge of 1.5% per month (18% per annum), or the maximum rate permitted by applicable state law, whichever is lesser. If any legal action is instituted to collect past due amounts, CCI shall be entitled to recover, in addition to all said past due amounts, any damages, legal interest, collection costs and a reasonable attorney's fee. Returns are subject to the manufacturer's specific product return policies and procedures (RMAs/CMAs). All products returned are subject to a minimum 33% restocking fee by Critical Components, Inc. (restocking fees are subject to change at any time in CCI's sole discretion). If these terms are accepted, it is agreed that the Individual / Company will provide Critical Components, Inc. with any additional documents needed to perfect a security interest in all goods, inventory, and/or equipment purchased from Critical Components, Inc. (eg. Signed Credit Application and signed Purchase Order). Freight (if included) is to job site, (no lift-gate truck). Off-loading, rigging and installation of equipment is by others (unless noted otherwise on quotation). Please provide two (2) weeks notice for product startup (if applicable).

Scope of Work

WALKER CO 911 Center UPS Replacement Scope of Services:

- Receive, handle and set the new UPS Unit in the Electrical room at the Walker Co EMA / 911 facility.
 - Locate the UPS unit in the room previously occupied by the standby power generator unit.
 - Uncrate & disposal of packaging.
 - Install bypass cabinet and UPS unit interconnect wiring.
- Furnish / install a new UPS output distribution panel board located in the same electrical room as the UPS unit.
 - Install a UPS unit electrical output feeder routed to the new UPS distribution panel board.
- Furnish / install a new UPS unit electrical input feeder from the existing main distribution panel (MDP) located in the electrical room.
 - Furnish / install a new circuit breaker for the MDP to support the new UPS unit.
- Install a new UPS supported electrical feeder to intercept the existing UPS supported panel board in the Telco / IT closet.
 - Schedule a short transition period to intercept the existing UPS supported electrical loads.
 - Transition period scheduled after the new Schneider GVS 30kW UPS unit has been started up and commissioned.
- Provide assistance with startup and commissioning of the new Schneider GVS 30kW UPS unit.
- Intercept the existing UPS supported electrical loads and transition them to the new UPS Unit.
- Shutdown and disconnect the existing Liebert 30kVA UPS unit.
 - Remove the unit from the site, recycle components.

SHIP TO

WALKER COUNTY ROAD DEPARTMENT
91 INDUSTRIAL DRIVE
CHICKAMAUGA, GA 30707

BILL TO

WALKER COUNTY ROAD DEPARTMENT
91 INDUSTRIAL DRIVE
CHICKAMAUGA, GA 30707

PURCHASE ORDER
NO. 2026-00000593

DATE 11/25/2025

VENDOR 58883 TRACTOR & EQUIPMENT CO

CONTACT

TRACTOR & EQUIPMENT CO
P O BOX 12326
BIRMINGHAM, AL 35202

DELIVER BY
SHIP VIA
FREIGHT TERMS
ORIGINATOR
RESOLUTION #
PAYMENT TERMS

Aneetra Harris

QUANTITY	U/M	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	EA	Capital - Other Equipment - Hydraulic Excavator for road dept	\$505,000.0000	\$505,000.00
TOTAL DUE				\$505,000.00

APPROVED BY _____

SPECIAL INSTRUCTIONS



TRACTOR & EQUIPMENT Company



160 Robinson Road Calhoun, GA 30701

11-24-2025

Walker County
Chickamauga, GA
Attn: Bobby Snider

Subject: 2025 Gradall XL 4100 V Hydraulic Excavator DISCOUNTED TEC PRICE 2025 Pricing

Thank you for the opportunity to submit the following quotation for your consideration.

One (1) New 2025 Gradall XL4100 V Equipped as follows:

- o Volvo TAD871VE Tier 4f 7.7 Liter Diesel 6-cylinder 248HP
- o 6 x 4
- o Gross Vehicle Axle Weight 66,000lb
- o Front Suspension Leaf Springs with Automatic Lock out Cylinders
- o Six Wheel Cam type Air Brakes
- o Integral Hydraulic Power Steering
- o Allison 3500 Automatic Transmission
- o One Pearson Cab
- o One Load Sensing Axial Piston Pump
- o **60" Ditching Bucket**
- o Standard Warranty 1 Year

And all other standard equipment

Contract Price\$ 505,000.00

Extended Lead times are current on the Forestry Mulcher. For this we cannot quote.

Note: TEC does not charge travel time or mileage on warrantable repairs

Sincerely,
Charlie Pettit
TEC Sales Rep.

QUOTATIONS SUBJECT TO CHANGE WITHOUT NOTICE - ALL AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENTS AND OTHER
CONDITIONS BEYOND OUR CONTROL - ALL CONTRACTS ARE SUBJECT TO APPROVAL BY AN OFFICER OF THE COMPANY



XL4100 V 6X4

Quote Date: 11/13/2025

Buyer: Tractor & Equipment Company
P.O. Box 12326
5336 Messer-Airport Highway
Birmingham, AL 35212
USA

Quote: 27288
Inquiry #:
Estimated Ship Date:
Ship To: Tractor & Equipment Company
1355 Big Shanty Rd.
Kennesaw, GA 30144

Customer: TEC-Walker County
Customer PO:

The following is the quote confirmation for a XL4100 V 6X4. Please review the specification carefully and advise me if there are any discrepancies.

Model	Quantity	Description	Unit Price	Price
XL4100 V 6X4	1	HYDRAULIC EXCAVATOR, REMOTE, HIGHWAY SPEED 6X4		\$596,177.00
Attachments				
80656092	1	Bucket - Ditching - 60" w/Bolt On Cutting Edge	\$6,471.00	\$6,471.00
Machine & Attachment List Price:				\$602,648.00
Less Discounts 4.00%:				(\$24,105.92)
Total Machine & Attachment Net Price:				\$578,542.08
Standard Warranty -24 Months/3000 Hours (Unless Otherwise Noted)				\$0.00
Net Option:				
Freight in to Dealer				\$5,000.00
Dealer Pre Delivery Inspection				\$1,200.00
Freight to Customer				\$500.00
Freight Description:				
EXW - Ex Works Factory - (EX3) :				
Total Net Price:				\$585,242.08

Terms: XP1- Sourcewell Excavator Contract # 011723-GRD - Net 30
Standard Warranty: 24 months or 3000 hours (Unless Otherwise Noted)

Standard shipping terms are EXW - Ex Works Factory - (EX3) - New Philadelphia, Ohio (Unless Otherwise Noted)
Customer is responsible for freight charges. Freight charges will be added to invoice at time of shipment unless other arrangements have been made.

Note: The above quote is valid until 12/13/2025

Model Specs:

Buyer agrees that by signing this Machine Quote and Order it has agreed to purchase the equipment and/or parts and attachments identified herein and has read and agreed to either: (i) Gradall's terms and conditions in a validly executed dealer agreement if the Buyer is an authorized dealer or (ii) Gradall's Standard Terms and Conditions of Sale located at <https://www.qiqoute.com/terms> which are hereby incorporated by reference with the same force and effect as though fully set forth herein, if the Buyer is a direct customer.

NAME: _____ DATE SIGNED: _____

Contact Information:
Steve Berube, GRADALL INDUSTRIES, 7087 Ranchero Ct., St. Cloud, FL 34771 , Phone: 407-491-3469 , Email: spberube@gradall.com

Gradall Industries, LLC

Heavy and medium construction equipment

#011723-GRD

Maturity Date: 4/14/2027

Website: www.gradall.com 

Products & Services 

Products & Services

Sourcewell contract 011723-GRD gives access to the following types of goods and services:

- ▣ Telescopic boom excavators
- ▣ Highway speed excavators
- ▣ Wheeled excavators
- ▣ Rough terrain wheeled excavators (20t, 25t, 30t)
- ▣ Crawler excavators
- ▣ Railroad undercarriages
- ▣ Attachments (buckets, shears, grapples, mowers)

[Locate your local dealer or representative](#) 

(nongovernment site)

Additional information can be found on the vendor-provided, nongovernment website at:

Gradall.com 

Contact us

011723-GRD



Solicitation Number: 011723

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Gradall Industries, Inc., 406 Mill Ave. SW, New Philadelphia, OH 44663 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Heavy Construction Equipment with Related Attachments and Technology from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell’s cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires April 14, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

011723-GRD

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

011723-GRD

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcwell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. **PARTICIPATION.** Sourcwell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcwell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcwell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcwell. Sourcwell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. **PUBLIC FACILITIES.** Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. **ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcwell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcwell



Gradall 011723-GRD

Pricing for contract 011723-GRD offers Sourcewell participating agencies the following discounts:

- Pricing for contract 011723-GRD discount is 4% off MSRP list price



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

☐ Rezone ☐ Conditional Use Variance ☒ Variance

Current Zoning:	Requested Change:	
A1	Variance	
Map & Parcel	Date:	Fee:
0587 033	9-18-25	150.00

Applicant/Owner & Phone: Rennie Martin 706-847-6553

Street Name & Number: 610 Townsend AD

Mailing Address: _____

City, State, Zip Code: Rocky Gap, Ga. 30740

Request: build House ON 2.84 acres that already has one house there - A-1 zone

PLANNING COMMISSION RECOMMENDATION:

11-20-2025 ☐ APPROVED AS SUBMITTED
☒ APPROVED WITH CONDITIONS

☐ TABLED

☐ DENIAL

Todd Holt made a motion to approve the variance with the stipulation that after the new house is built that the appartment in the garage will be done away with. John Morehouse seconded the motion to approve with the stipulations. The vote was unanimous. The motion to approve with stipulations carried

BOARD OF COMMISSIONERS FINAL DECISION:

☐ APPROVED AS SUBMITTED

☐ APPROVED WITH CONDITIONS

☐ TABLED

☐ DENIAL

The following disclosure is required of the applicant(s) by Section 36-67A of O.C.G.A. The following is for disclosure purposes only and does not disqualify the petition.

Within the past two years, have you made either campaign contributions totaling \$250.00 or more and/or given gifts having value of \$250.00 or more to a local government official who will be responsible for making a recommendation or decision on the application? YES ☐ NO ☒ If YES, then on a separate page, please furnish the following information;

- A) The name of the local government official(s) to whom cash contribution or gift was made.
- B) The total dollar amount(s) of each campaign made by the applicant to each local official during the two years immediately preceding the filing of the application.
- C) An enumeration and description of each gift having value of \$250.00 or more made by the applicant to each local government official within the past two years.

Signature of Applicant/Owner:

[Signature]
APPLICANT/OWNER

9-18-2025
DATE



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

☐ Rezone ☐ Conditional Use Variance ☐ Variance

Current Zoning:	Requested Change:	
A1	RE-ZONE RA	
Map & Parcel	Date:	Fee:
0307 029	10-10-2025	15000

Applicant/Owner & Phone: LOWELL POTEET

Street Name & Number: 29 POTEET DRIVE

Mailing Address: 29 POTEET DRIVE

City, State, Zip Code: CHICKAMAUGA, GA 30707

Request:

RE-ZONE TO RA

PLANNING COMMISSION RECOMMENDATION:

11-20-2025 ☒ APPROVED AS SUBMITTED
☐ APPROVED WITH CONDITIONS
☐ TABLED
☐ DENIAL

BOARD OF COMMISSIONERS FINAL DECISION:

☐ APPROVED AS SUBMITTED
☐ APPROVED WITH CONDITIONS
☐ TABLED
☐ DENIAL

The following disclosure is required of the applicant(s) by Section 36-67A of O.C.G.A. The following is for disclosure purposes only and does not disqualify the petition.

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- A) The name of the local government official(s) to whom cash contribution or gift was made.
- B) The total dollar amount(s) of each campaign made by the applicant to each local official during the two years immediately preceding the filing of the application.
- C) An enumeration and description of each gift having value of \$250.00 or more made by the applicant to each local government official within the past two years.

Signature of Applicant/Owner:

Clarence L. Poteet 10-10-25

APPLICANT/OWNER

DATE