

AGENDA
WALKER COUNTY
BOARD OF COMMISSIONERS
WALKER COUNTY COURTHOUSE ANNEX III, 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 July 10, 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 June 5, 2025 at 6:00 p.m.
 - 5.2. Minutes for the Special Called Meeting Held on June 26, 2025 at 6:00 p.m.
- 6. Proclamation for Blood Assurance**
- 7. Chairwoman's Report**
- 8. Financial Report**
- 9. Committee Reports**
 - 9.1. Paine Gily presenting on Coats American Building in Rossville
- 10. Department Reports**
- 11. Public Hearing - 2026 Fiscal Year Budget**
- 12. Public Hearing - Ordinance O-02-25 to Amend Chapter 22 of the Code of Walker County, Georgia regarding land development**
- 13. Public Hearing - Planning & Zoning**

Per Walker County Code Chapter 22-109(c), all comments concerning a proposed zoning decision under consideration by the Board of Commissioners shall be in writing prior to the commencement of the hearing. The only exception will be the applicant who has filed the zoning request. The applicant shall be allowed five minutes to address the Board, unless the Board allows additional time.

 - 13.1. Paul Leming requests a variance for less than five acres in an A-1 (Agricultural) zone for property located at 0 Old Mineral Springs Road, LaFayette, GA 30728. Tax map & parcel number 0-315-001. *(Planning Commission recommended this rezone be denied)*
- 14. Public Comment**
- 15. 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.

 - 15.1. Approval for the use of Opioid Settlement Funds for Walker County Sheriff's Office Certificate Program Training Addressing Opioid Use Disorder and Co-occurring

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Conditions

- 15.2. Approval of the agreement between Walker County Sheriff's Office and Bridgepoint Correctional Health, LLC
- 15.3. Approval FY2026 LMJC Grant Budget
- 15.4. Amendment No. 2 to the Trail Development Agreement and Grant of Temporary Access and Construction Easement between Walker County, Georgia and the Trust for Public Land
- 15.5. Award a Contract to Hasbun Construction LLC for the Construction of the Chickamauga Battlefield Connector Multi-Use Trail

16. New Business

- 16.1. Approval for Automatic Aid Agreement with New Salem Fire Department
- 16.2. Purchase Order 2025-0002338 for \$1,469,735.00 for the purchase of a ladder truck for Walker County Fire Rescue
- 16.3. Discussion on replacing a culvert on Wilder Road
- 16.4. Paul Leming requests a variance for less than five acres in an A-1 (Agricultural) zone for property located at 0 Old Mineral Springs Road, LaFayette, GA 30728. Tax map & parcel number 0-315-001. *(Planning Commission recommended this variance be denied)*

17. Commissioner Comments

18. Executive Session

19. Adjourn

The next regularly scheduled meeting will be held on Thursday, August 7th at 6:00 PM. 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 706-638-1453.



Walker County Governmental Authority
201 South Duke Street, P.O. Box 445
LaFayette, GA 30728
Minutes of the Regular Meeting of the Board of Commissioners
June 5, 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 III, 201 S. Main Street, LaFayette, Georgia at 6:00 PM on June 5th, 2025.

Attendees:

The following were present: Chairwoman Teems, Commissioner Robert Blakemore, Commissioner Mark Askew, Commissioner Brian Hart, Commissioner Gene Wilson, 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, Planning and Zoning Director Jon Pursley, Director of Solid Waste and Environmental Management Paine Gily. Other guests signed in at the meeting as well. Please see the attached sign in sheet.

Approval of Agenda:

Chairwoman Teems announced an amended agenda to remove Resolution R-046-25.

- a. Commissioner Wilson made a motion to approve the amended agenda of the Regular scheduled meeting held on June 5th, 2025 at 6:00 p.m.
- b. Seconded by Commissioner Askew
- c. No discussion
- d. 4 ayes, 0 nays, motion carried. Amended agenda approved.
- e. Motion to approve the new agenda made by Commissioner Hart
- f. Seconded by Commissioner Blakemore
- g. No discussion
- h. 4 ayes, 0 nays. New agenda approved

Approval of Minutes:

Commissioner Hart made a motion to approve the minutes of the Regular Scheduled Meeting held on May 1, 2025 at 6:00pm.

- a. Motion made by Commissioner Blakemore
- b. Seconded by Commissioner Hart

c. 4 ayes and 0 nays, motion carried. Minutes approved.

Ceremonial:

Acknowledging Kaitlyn Harris, Miss Walker County

The Walker County Board of Commissioners acknowledged Kaitlyn Harris, Miss Walker County and presented her with a Certificate of Recognition for a Distinguished Citizen. Ms. Harris will be representing Walker County in the upcoming Miss Georgia Teen Pageant.

Kaitlyn spoke how she is honored to represent Walker county and bring honor and recognition to the community. The Miss Georgia Teen Pageant will be on June 26th- 28th, 2025 in Clarksville, TN.

Chairwoman's Report:

During May and early June, Chairwoman Teems and department heads focused extensively on budget preparation. As mandated, the county will conduct two public meetings to vote on next year's budget. Ms. Teems announced that upcoming meetings will include department heads, enabling the community to gain insight into the individuals serving them within the County. This initiative aligns with Chairwoman Teems' ongoing efforts to promote accountability and transparency.

The County Commissioners will concentrate on the core services and responsibilities of the county government, specifically emergency services, road rights-of-way, the overall government budget, and its impact on millage rates.

Commissioner Teems is scheduled to host community town hall meetings, open to all residents regardless of their specific community, starting at 6 PM beginning June 17th in Cedar Grove.

If you want to stay current in what is happening in the county, sign up for the monthly newsletter on our website Wakercountyga.gov. It's a fun way to learn what the County is participating in and how we are helping our communities.

The citizen survey project is currently in progress, with the initial set of survey questions being developed. The first questionnaire is planned to be online and accessible by the end of June. Furthermore, there are intentions to conduct subsequent surveys to gain further insights into the community's needs and concerns.

Recent technological advancements have been implemented across multiple County departments. These include updates to the tax assessor's computer processing system, installation of AVA doors, and the addition of a new security system in the Commissioners Office. To combat the area's litter problems, the County has begun issuing citations for uncovered loads at the landfill. Lastly, it has been announced that all County Government Offices will be closed on June 19th to observe Juneteenth.

Committee Reports:

No committee reports

Department Reports:

Animal Shelter & Animal Control:

Director Bailey Clements reported on shelter statistics. Regarding cats, 168 were processed with 108 reclaimed. For dogs, 421 entered the system; 108 were reclaimed, and 238 were owner surrenders. 176 dogs were euthanized, while 56 cats and 48 dogs were transported to other shelters. Currently, 143 animals are in the Walker County Shelter's care.

Since January, Animal Control has responded to 613 calls, excluding follow-ups, and issued 117 citations. An additional 160 warning citations were given, along with 21 arrests related to animal crimes. In total, 269 animals have been collected by Animal Control.

The voucher program is experiencing significant growth, with 85 vouchers already distributed and a waiting list of 1,084 individuals. The animal shelter is expanding its operational hours, introducing Saturday openings from 10 a.m. to 2 p.m. It is important to note that no animal surrenders will be accepted on Saturdays.

The volunteer program currently has 15 participants who assist with various tasks, including walking, enrichment, animal care, customer service, and adoptions. To increase animal placements, the shelter collaborates with local and non-local shelters on transports. Additionally, they partner with other agencies to rehome animals within Walker County. The shelter extends its support to the community by offering assistance with pet food and shelter when necessary.

Plans are underway to establish several county-wide stations equipped with dog houses and food, with animal control assisting in providing these resources. A foster program specifically for animals with special needs is set to launch in the coming months. Further initiatives include community outreach, microchipping services, responsible animal ownership classes, and educational programs for children.

Announcing the New Walker County CFO Christian Roach:

Chairwoman Teems extended a warm welcome and introduced the newly appointed Walker County Chief Financial Officer, requesting him to step forward and address the assembly.

Christian Roach, a Rocky Face, GA native, holds a four-year accounting degree from Dalton State College. His professional experience includes five years as an accountant in Catoosa County, followed by two years as the Deputy CFO in Whitfield County. He has completed extensive leadership training and obtained his Level 2 Finance Officer Certification.

Mr. Roach has quickly engaged with budget matters and expresses enthusiasm for participating in Walker County's future initiatives. Commissioner Askew remarked how he will be a huge asset with his background from other municipalities. Chairwoman Teems also stated how he has already found several cost saving initiatives and platforms to better serve the county.

Christian added that he will be doing a monthly financial report at each board meeting. That first report will be presented at the July 10th meeting.

Public Hearing - Planning & Zoning:

Per Walker County Code Chapter 22-109(c), all comments concerning a proposed zoning decision under consideration by the Board of Commissioners shall be in writing prior to the commencement of the hearing. The only exception will be the applicant who has filed the zoning request. The applicant shall be allowed five minutes to address the Board, unless the Board allows additional time.

- a. Chairwoman Teems moved to suspend the rules regarding public hearings on planning and zoning items. She believes it is necessary to allow in-person public comment and staff has started the process to amend the code to allow this opportunity. A motion to allocate a maximum of ten minutes for public comment, both in favor and against each planning item. If multiple individuals wish to speak, they will need to share this allotted time.
 - b. Commissioner Hart made a motion to suspend the rules on the public hearing comment.
 - c. Commissioner Askew seconded the motion.
 - d. No discussion.
 - e. 4 ayes, 0 nays. Motion approved
1. Garfield Dickson requests a rezone from C-1 (Commercial) to R-1 (Residential) for property located at 154 Chattanooga Valley Road, Flintstone, GA. 30725. Tax map & parcel number 0-079-028. *(Planning Commission recommended this rezone be approved)*
 - a. No one in attendance to discuss for or against
2. Wanda Darlene Myers requests a partial rezone from R-2 (Residential) to C-1 (Commercial) for property located at 705 Park City Road, Rossville, GA. 30741. Tax map & parcel number 0-191-093. *(Planning Commission recommended this rezone be approved with conditions)*
 - a. No one in attendance to discuss for or against
3. Jaxen Abbasi requests a conditional use variance to operate a dog kennel/boarding business out of her residence located at 609 Holly Drive, Rossville, GA. 30741. Tax map & parcel number 0-190-048. *(Planning Commission recommended this variance be denied)*
 - a. Statement included with variance request from Director Clements from the animal shelter in favor of this item.
 - b. Jaxen Abbasi came forward to speak on behalf of her request for the variance request.
 - c. Lisa Duffy came forward to speak on behalf of Ms. Abbasi, she stated she supports her effort in providing shelter for animals.
 - d. Jamey Husley addressed the Commission saying he is for this variance but wanted to understand the ordinance of allowing a business to operate out of a home.
 - e. Director Bailey Clements & Jon Pursley (Planning and Zoning) met at residence and inspected the site and feels like the applicant has taken all precautions to minimize any disruption caused by the kennel allowance.
 - f. No opposition came forward to speak against allowing the variance.

Unfinished Business:

The following items, which were tabled at the May 1, 2025 meeting, will be discussed jointly due to their shared applicant and neighboring properties.

1. Walker County Development Authority: Requests a rezone from A-1 (Agricultural) to I (Industrial) for property located at 157 Glass Road LaFayette, GA. 30728. Tax map & parcel number 0-320-036. *(Planning*

Commission recommended this rezone be denied; Tabled at May 1st BOC Meeting)

2. Walker County Development Authority: Requests a rezone from A-1 (Agricultural) to I (Industrial) for property located at 0 Glass Road LaFayette, GA. 30728. Tax map & parcel number 0-320-037. (*Planning Commission recommended this rezone be denied; Tabled at May 1st BOC Meeting)*
 - a. Motion to take this item off the table made by Commissioner Wilson
 - b. Seconded by Commissioner Blakemore
 - c. No discussion
 - d. 4 ayes, 0 nays to approve moving off table, move to vote
 - e. Commissioner Blakemore made a motion to approve both rezones with conditions on both a 200 ft vegetative buffer around the property.
 - f. Motion seconded by Commissioner Wilson
 - g. Regarding buffer zones, Chairwoman Teems sought clarification on the starting point. The Board then resolved that all conditional rezone agreements must include a requirement for a 200-foot vegetative buffer where the land adjoins private property.
 - h. Commissioner Hart inquired about the acceptability of the buffer terminology as a condition. Aleks Jagiella-Litts, the Compliance Officer, confirmed its validity.
 - i. 4 Ayes, 0 Nays. Motion to rezone both properties approved with conditions.

Public Comment:

1. Stacey White disagrees with approval of Walker County Development Authority rezone request.
2. David Boyle seeks clarification on the Development Commission's strategy for the six vacant industrial properties within Walker County.
3. Jamey Hulsey is concerned about the rezoning of the Industrial Park and doesn't feel like citizens are represented.
4. James (Vargin) concerned the 200ft buffer zone and train delays, ground water issues and plans for property development.
5. Diane Cousingan Hudson what is the process with residents that border the Industrial Park to see how decisions are impacting them.
6. Jamie Bennett from the Board of Assessors thanked Chairwoman Teems for listening and acting on the needs of their office.
7. Lisa Duffy spoke advocating the Walker County Animal Shelter and needs of the shelter for repair.
8. James Pope concerned about the possible closure of Concord Road off Hwy 136.
9. Jodie Harris uses Concord Road frequently and does not want to see it closed.
10. Carla Hunt stated they use Concord Road to visit family and as a short cut.
11. Ralph Harris said the community is fine with a chirk road and would like Concord road to remain open.
12. Jonathan Lassetter, Interim Mayor of Rossville, requested a land swap with Walker County to acquire property for fire training purposes, citing the previous transfer of 8.86 acres to the county. The Board of Commissioners declined this request, although Chairwoman Teems assured Mr. Lassetter that further discussion would take place.
13. Jay Tankersley had questions pertaining to the dump truck purchase and the procurement policy of Walker County.

14. Scott McNabb wanted to recognize Blake Hodge and the Walker County Fire Department for saving his home and getting a fire hydrant installed on his road.
15. Stephanie Watkins serves as both the Economic Development Director for the county and the Executive Director of the Development Authority. Her position is staffed by the county, with the Development Authority providing salary reimbursement. She further explained the purpose behind the executive sessions held during their meetings.
16. Ned Yates recommended Ms. Teems increase her transparency. Mr. Yates stated that citizens need more detailed information before meetings.

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-038-25 to Appoint Angie Teems as Chair to the Walker County Water & Sewerage Authority
2. Resolution R-039-25 to re-appoint Kaye Thurman to the LaFayette-Walker County Public Library Board
3. Resolution R-040-25 to Appoint Randy Pittman to the Rossville Public Library Board
4. Approval of the LMJC Drug Court FY26 State Operating Grant. (Fiscal year start date is July 1st, 2025).
 - a. Motion for all appointments and grant to be approved made by Commissioner Wilson
 - b. Seconded by Commissioner Blakemore
 - c. No discussion
 - d. 4 ayes, 0 Nays. Resolutions & Amendment approved.

New Business:

1. Resolution R-041-25 to Amend the Fee Schedule for Various County Services.
 - a. Motion to amend fees made by Commissioner Hart
 - b. Seconded by Commissioner Wilson
 - c. Commissioner Blakemore asked questions on bidding out trash transfer but will vote in favor at this time.
 - d. Discussion between commissioners and Director Paine on trash bid
 - e. 4 ayes, 0 Nays. Motions for fee increases approved.
1. Resolution R-042-25 to forgive back taxes in the amount of \$3,070.85 for property purchased by the American Legion Post 339 in LaFayette for the 0.2 acre track adjacent to their existing property. Tax Map & Parcel number 1-038-083.
 - a. Motion to forgive back taxes made by Commissioner Hart
 - b. Seconded by Commissioner Blakemore
 - c. No Discussion
 - d. 4 Ayes, 0 Nays Motion approved
2. Resolution R-043-25 for the transfer of funds to a secondary bank to establish a financial relationship.

- a. Motion made by Chairwoman Teems to establish a secondary bank relationship
 - b. Seconded by Commissioner Wilson
 - c. Discussion between commissioners to advocate the great relationship the county has with Bank of LaFayette
 - d. 3 Ayes, 0 Nays, Motion approved. Commissioner Hart abstained from vote
- 3. Resolution R-044-25 to enter into a contract for Payroll Services
 - a. Presented by Director of Human Resources, Hugh Delacruz
 - b. Discussion from Commissioner Askew concerning security concerns which Chairwoman Teems addressed.
 - c. Motion to approve Paycor as our Payroll Service made by Chairwoman Teems
 - d. Seconded by Commissioner Hart
 - e. Discussion by Commissioner Askew on contract length
 - f. 4 Ayes, 0 Nays, Motion approved
- 4. Resolution R-045-25 Authorizing and Approving Payment into the Pension Plan for the Employees of Walker County, Georgia.
 - a. Presented by Compliance Officer, Aleks Jagiella-Litts
 - b. Questions from Commissioners concerning the plan to the Compliance Officer.
 - c. Motion to approve Pension Plan made by Commissioner Wilson
 - d. Seconded by Commissioner Askew
 - e. No further discussion
 - f. 4 Ayes, 0 Nays, to Approve payment
- 5. Resolution R-046-25 to Increase the Budgeted Amount for ACCG/IRMA Risk Insurance
 - a. Amended agenda due to no budget amendment required.
 - b. Motion made by Commissioner Blakemore to strike from agenda
 - c. Seconded by Commissioner Wilson
 - d. No further discussion
 - e. 4 Ayes, 0 Nays, Resolution taken off agenda
- 6. Resolution R-047-25 to Authorize the Chair to Complete the Hinkle Fire Station project
 - a. Chairwoman Teems made the motion to approve the resolution to complete as a Fire Station
 - b. Seconded by Commissioner Wilson
 - c. Discussion by Commissioner Wilson on process to get this done
 - d. 4 Ayes, 0 Nays Resolution Approved
- 7. Resolution R-048-25 to Designate a Regular Meeting Location
 - a. Motion made by Commissioner Blakemore to approve the new location of 201 S. Duke Street as new meeting location
 - b. Seconded by Commissioner Askew
 - c. No further discussion
 - d. 4 Ayes, 0 Nays, Motion approved

8. Amendment to Trail Development Agreement and Grant of Temporary Access and Construction Easement with the Trust for Public Land for the Chickamauga Battlefield Connector Trail
 - a. Presented by Joe Legge, Communications & Community Development Director
 - b. Questions made by commissioners on cost
 - c. Motion to amend agreement made by Commissioner Askew
 - d. Seconded by Commissioner Wilson
 - e. No further discussion
 - f. 4 Ayes, 0 Nays, Amendment approved
9. Purchase Order 2025-00001720 for \$43,147.00 to NAFECO for the Walker County Fire Department to purchase 13 Sets of Lion V Force Armor Gear (Fire Protection Gear).
 - a. Both Purchase orders voted on together.
10. Purchase Order 2025-00001721 for \$53,346.42 to Municipal Emergency Services for the purchase of 6 Scott Self-Contained Breathing Apparatus Systems & 12-Scott Snap Quick Change Bottles for the Walker County Fire Department.
 - a. Presented by Fire Chief Blake Hodge
 - b. Motion to approve both Purchase orders made by Commissioner Blakemore
 - c. Seconded by Commissioner Askew
 - d. No further Discussion
 - e. 4 Ayes, 0 Nays, both Purchase Orders approved
11. Garfield Dickson requests a rezone from C-1 (Commercial) to R-1 (Residential) for property located at 154 Chattanooga Valley Road, Flintstone, GA. 30725. Tax map & parcel number 0-079-028. (*Planning Commission recommended this rezone be approved*)
 - a. Motion to approve rezone made by Commissioner Hart
 - b. Seconded by Commissioner Askew
 - c. No discussion
 - d. 4 Ayes, 0 Nays, Rezone approved
12. Wanda Darlene Myers requests a partial rezone from R-2 (Residential) to C-1 (Commercial) for property located at 705 Park City Road, Rossville, GA. 30741. Tax map & parcel number 0-191-093. (*Planning Commission recommended this rezone be approved with conditions*)
 - a. Motion to approve rezone with conditions made by Commissioner Askew
 - b. Seconded by Commissioner Hart
 - c. No discussion
 - d. 4 Ayes, 0 Nays, Rezone with conditions approved
13. Jaxen Abbasi requests a conditional use variance to operate a dog kennel/boarding business out of her residence located at 609 Holly Drive, Rossville, GA. 30741. Tax map & parcel number 0-190-048. (*Planning Commission recommended this variance be denied*)
 - a. Motion to approve variance made by Commissioner Blakemore
 - b. Seconded by Commissioner Askew

- c. Discussion made on code restrictions addressed by Director of Zoning Jon Pursley. He explained variance can be tied to the owner, not property.
- d. Commissioner Blakemore made a motion to amend previous motion to include the approval would be tied to the owner not the property.
- e. Commissioner seconded
- f. No further discussion
- g. 4 Ayes, 0 Nays, Variance approved with conditions

Commissioner Comments:

- 1. Commissioner Wilson appreciates everyone coming out. He is very glad they are moving forward on the Hinkle Fire Station. Mr. Wilson believes the community center should be separate from Fire services and moving forward with the Fire Station is the priority. Very pleased that this has been approved.
- 2. Commissioner Hart brought up the Farmers Markets in Rock Spring and LaFayette, get out and support your farmers. Commended Chairwoman for the employee appreciation event at Mountain Cove Farms.
- 3. Commissioner Askew farmers market a soft spot for him. Provides a great service and glad that it is back for the community. Thank everyone for their participation, everyone will not always be happy but we do the best we can, keep coming out.
- 4. Commissioner Blakemore thanked everyone for coming out and being involved. He thanked Department Heads, Commissioners, and employees for all their hard work.

Adjournment:

No actions taken in the Executive Session and with no further business on the agenda, Chairwoman Teems adjourned the meeting at 8:34 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

June 5, 2025

6:00 PM

<u>Name</u>	<u>Address</u>
Travis Q Middleton	Flintstone
DIANE COUSINEAU HUDSON	737 GASS ROAD
Jodie Harris	241 Farm Dr Lafayette Ga
Randy Pittman	Rossville
Gilda Pittman	ROSVILLE
Carla Hunt	217 Concord Ln Lafayette
Jim Pope	Villanow
Ralph Harris	Villanow
Davis Gily	Landfill
Brian Rhin	
Tommy Blanchard	
Samuel	Rossville
Dorrie Boyle	Noble
Linda Loxer & Tim Woodall	

Tina Groce	Chatt Valley
Stephanie Wafatos	WCSA
Ruby Ann	
Paul Humphreys	
John Johnson	Rossville
JAMIE BENNETT	
Lisa Duffly	Kensington
Tyler Bizz	
Ned Yates	
Samantha Hulsey	
Melvin Moody	LA Dept
Garry White	
Bobby V. Smith	Road Dept
Jeff Conley	
Karen Decker	

Regular Scheduled Board of Commissioners Meeting

Walker County Annex III

June 5, 2025

6:00 PM

<u>Roll Call</u>	<u>Present/Absent</u>
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Commissioner Blakemore	Present
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Commissioner Askew	Present
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Chairwoman Teems	Present
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Commissioner Hart	Present
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Commissioner Wilson	Present
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LOCAL COLUMNIST ■ DAVID CARROLL

Remembering two voices of a generation

Sometimes, in the midst of chaos, I find solace in music. It doesn't have to be soft music. Play me some classic rock 'n' soul, and suddenly I'm in a less stressful place and time.

We have recently lost two artists who created magical moments like few others. Sly Stone and Brian Wilson were at their creative peak in their twenties. Both were fueled by traumatic incidents in their lives, and the drugs they took to cope. Both, against great odds, lived to be 82. And both left a lasting legacy with songs that started out in their heads, and soon became ingrained in our lives.

Sly Stone was a radio deejay who figured out he could create music as good or better than the records he was spinning. During an era in which bands were made up of either one race or the other, Sly recruited family members, friends, and great musicians to make up his "Family Stone." Television viewers were taken back by the sight of men, women, Blacks and Whites in the same band.

In "Everyday People," Sly and his musical family sang, "We got to live together. I am no better, and neither are you. We are the same, whatever we

do." Almost 60 years later, many of us still have to be reminded of this. Sly certainly did his part.

He created a style of music that influenced Prince, Outkast, Earth Wind and Fire and so many others. Without him, there would have been no them. Thank you Sly.

Brian Wilson's story has been well documented in articles, books, and movies. The shy, gawky kid genius was physically and verbally abused by a controlling father. His escape was music, and he took his two younger brothers, a cousin and a friend along for a "Beach Boys" ride.

Much like John Fogerty making Cajun-style music even though he had never been east of the Rockies, Brian Wilson made the best surfing songs a non-surfer could possibly make.

In the midst of the 1960s British Invasion and Motown mania, the five California kids gave the Beatles and the Supremes plenty of competition for radio airplay and record sales. None other than Paul McCartney admitted the Beach Boys made the Beatles better by forcing them to keep up with



Carroll

Brian's studio innovations. Of Brian's masterpiece single "God Only Knows," McCartney said, "It's as close as possible to the perfect pop song, and it's certainly the most beautiful." So, it can accurately be said that Brian Wilson's own great songs encouraged competing artists to make their music better too. How's that for a legacy?

Capitol Records, the Beach Boys' label, was distressed that it took two months of unprecedented studio time and expense for Brian to finish the three-minute song "Good Vibrations." This was an era in which hit singles were routinely cranked out in a few hours. Millions of record buyers convinced Capitol it was time well spent.

When you listen to Beach Boys hits, notice the little things, like how almost every song begins with the word, "Well." As in, "Well, east coast girls are hip," and "Well, it's been building up inside of me," and so on. Why? Brian wrote those songs as if he were talking to a friend. And often, those conversations would begin with a casual, "Well..." He had us

from the first word.

The irony in Brian's life is obvious. From the battered days of his childhood, to decades of drug use, to waves of loneliness. This is the man who retreated from a sold-out concert tour to build a sandbox in his bedroom, which served as his safe place for years. He was never comfortable in the spotlight. Both of his brothers died young. Drummer Dennis drowned at 39, and angelic-voiced Carl died of lung cancer at 51. Sadly, Brian spent much of the past three decades feuding with some of the remaining band members.

It is remarkable that a man with so many struggles somehow managed to make more people happy than any recording artist in history. Life wasn't easy for Brian Wilson, but we owe him many thanks for putting so much fun, fun, fun in our lives.

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

LOCAL COLUMNIST ■ JOE PHILLIPS

Canning alive and thriving in Georgia

The Kansas Woman always managed to be out of the house when I brought out a pressure cooker. I prefer canning over freezing because once beans

are in the jar you are through with them and a power failure doesn't bother them.

She recalls when her mother's pressure cooker redecorated the kitchen ceiling. I don't know why it did that to her kitchen ceiling but it changed everybody's feelings towards pressure cookers.

My mother used pressure cookers because they make everything quicker and easier. The oldest one in this house is about a hundred years old.

My mother stressed one rule: "Never leave it unattended." I don't but I also have the most, modern copy known as an "Instant Pot." Instant Pots can whittle down the cooking time of anything and is really just a gussied up pressure cooker married to a few computer chips.

Summer reminds me that every community had a summer canning plant, perhaps in a school kitchen, with someone in charge of it, often the local Ag teacher.

The idea of visiting a canning plant has escaped me until this year and just a few minutes ago I did a search and discovered there are many canning plants operating right now in Georgia.

Some operations have more equipment than others. Most offer water bath and pressure canning, many have pea and bean shellers, blanchers, corn creamers, corn silkers are common and a few offer dehydrators and freeze driers. Freeze drying is quicker

than dehydrating and removes as much as 95% of moisture from the product. It more closely preserves the fresh taste of vegetables.

The facilities can process foods in glass jars and cans. The universal going rate for preserving in jars seems to be a quarter if you bring your own jars. Food put up in metal goes for \$1.50 per can, or so, depending upon the size of the can.

Corn is not dry enough for grinding but one canning plant has a grits grinder.

Uncle Guy Phillips went from self-sufficient to a grocery shopper. He smoked hams, sausage, bacon until he had to give that up and bought canned hams. The last thing he gave up was canning his own meat.

He went to the canning plant towards the end of the season. He processed a cow and put it up in quart cans of cooking oil. His beef flaked away at the sight of a fork.

In some towns the canning plant was located near the farmer's market for folks who wanted to can fresh produce but couldn't raise their own.

As I write this South Georgia is just busting and recently it looked like everything was coming in at the same time.

That doesn't help me any because the nearest canning plants are miles and miles away.

Joe Phillips writes his "Dear me" columns for several small newspapers. He has many connections to Walker County, including his grandfather, former superintendent Waymond Morgan. He can be reached at joephillips@hotmail.com.



Joe Phillips

GUEST COLUMNIST ■ TOM GREENE

What will you leave behind?

One hundred years from now, you and I will both be dead. But don't fret, my friend. Everyone you know will also be dead. All your children, your friends, your pets, and your family: dead.

After your funeral, the physical things you cherish and hold dear will mostly be given away or sold. That's why they call it an "estate sale." The home you live in today will be inhabited by total strangers or torn down to make way for something new.

See, everything on earth will rust or rot, and that's what will happen to most of the stuff you covet today. Lots of it will be rusting or rotting at the bottom of a landfill — or owned by a total stranger. That priceless vinyl record collection you've spent a lifetime procuring, dusting, insuring, and protecting? It's called "priceless" because it's most likely worthless to anyone but you.

That sweet automobile you worked so hard to afford? The one that tells all your friends and neighbors that you've arrived? It's been crushed

into an 18-inch hunk of rusting steel. The only remaining evidence of your ownership are the Wendy's French fries you dropped between the seats years ago. They went down with the ship.

What about my grandchildren and great-grandchildren? Surely, they'll remember me, right?

Okay, let's assume you die at age 80 and you have a ten-year-old grandson. It will only be 75 years before he will be the last person on earth who knew you. If you're lucky, he will have saved a few iPhone videos and photos of the two of you together in happier times.

Our grandchildren's grandchildren will have never even heard of us. They likely won't know our names or anything about us unless they're really interested in genealogy.

My father died in 2000, less than 25 years ago. If he were alive today, he'd be 104. He lived in the same city for over 35 years and worked at the same job for 37. Not a single person at his company even knows he worked there.



Greene

Only a small handful of people on earth remember meeting him. And, that number grows smaller every year. My daughter never met him or any of his four brothers and sisters. He's only been gone 24 years.

The only evidence on the internet that proves he existed: his World War II draft card signed in 1942. He was 21 years old.

See, after we die, we'll only be remembered for a few short years. Depressing, huh? Few people, if anyone, will ever visit your grave.

The English philosopher and writer Alan Watts (1915-1973) described life as being like the course of a ship on the ocean. The ship plows forward, breaking through the surf. It crests waves, some small and some so enormous they appear to almost sink the ship. But the ship travels on.

Behind it lies the wake, the evidence of its journey. The further the boat travels, the harder it is to see where the ship has been. In time, that wake just disappears into

the ocean. It's the same way with the memory of our lives on earth. Time and distance are not our friends.

Given that our time on earth is fleeting, it's important to ask yourself the question: "What will I leave behind?" Yes, your time on this earth is short. And your children and grandchildren don't want your stuff. However, you can leave a positive and lasting legacy.

"A society grows great when old men plant trees whose shade they know they will never sit." Rather than focus on leaving that priceless vinyl record collection to your children and grandchildren, seek to leave behind something much more valuable — something that will live on long after you're gone.

Seek to promote the truly priceless patterns of health, prosperity, faith, goodness, righteousness, and love to future generations. After all, these are the kinds of traits you want to be remembered for.

Writer Tom Greene is a Georgia native. He can be reached at tom@greene.com or on his website site at www.tomgreene.com.

From GNTC

Georgia Northwestern Technical College is proud to announce the students on the President's and Dean's Lists for the 2025 spring semester.

To be eligible for the President's List, the student must maintain a GPA of 3.8 or higher during the semester with a course load of at least 12 credit hours. To be eligible for the Dean's List, the student must maintain a GPA of 3.5 to 3.79 during the semester with a course load of at least 12 credit hours.

PRESIDENT'S LIST

Catoosa County: Alexandra Beasley, Trista Boyd, Anna Bradford, Mary Bryan, Luke Crane, Allan Curtis, Christopher Davis, Brittney Elrod, Francisco Fejerman, Kimberly Gohley, Shannon Gohley, Estrella Jaimes, Gisela Jaimes, Kalen Kirby, Monica Lee, Kayla Lopez, Maribel Lopez, Gavin Lowery, Kortney McKenzie, Justin Middlebrooks, Benae Pederson, Lillian Spence, Katrina Stiner, Andrew Taunton and Sarah Worthington.

Walker County: Cynthia Adamson, Preston Aiello, Ruby Alsbrook, Emily Bailey, Samuel Beard,

Emily Bearden, Alexandria Bowman, Brooke Brady, Ava Brown, Isabella Brown, Ruby Brown, Krista Bryson, Samantha Buchanan, Chloe Cobb, Sharon Coker, Jacob Colbert, Jada Collins, Allison Compton, Cameron Craig, Sidney Cross, Bradley Crowe, McKennah Curry, Matthew Deering, Lauren Dendy, Isabella Dixon, Rachel Dorsey, Emily Downs, Olivia Durham, James Eldridge, Christopher Ellinwood, Kayleigh Ellis, Summer Evans, Amber Farmer, Jackson Flanagan, Kiera Foster, Ariana Foster-Moore, Jennifer Freeman, Grace Fricks, Brezsea Fugate, Amanda Galusha, Joshua Garrison, Breanna Gordy, Hunter Gordy, Aaron Grissom, Paul Guillory, Kaitley Hayes, Victor Hayes, Mikaela Hilyard, Easton Holland, Madison Huskey, Maureen Irvin, Madelyn Jackson, Jennifer Jarvis, Sierra Jenkins, Abby Kappenhagen, Emma Kappenhagen, Laura Kiziah, Carrie Lacey, Elijah Lankford, Jennifer Lewis, Ethan Lyles, Malachi Madison, Abigail Maynor, Joshua McClure, Gracelyn Medley, Jill Midura, Elizabeth Mills, Mercedes Mitchell, Nicole Morgan, Arlyn Mull, Britanny Nichols, Karma Nichols, Emily Norton, William

Palmer, Chase Pettyjohn, Logan Pettyjohn, Emma Pulliam, Zachary Quinn, Logan Reed, Amber Rheel, Reese Roberts, Noelia Sargeant, Julie Shore, Tristan Smith, Jaiden Sosebee, Caroline Stone, Landyn Sullivan, Karianna Taylor, Zachary Taylor, Courtney Thompson, Maci Tinker, Joey Turnipseed, Ashlyn Venable, Morgan Vincent, Colton Walker, Harrison Walker, Robert Wallace, Brook Wallin, Winston Wallin, Autumn Wells, Joel Westbrook and Alexis Williams.

Chattanooga County: Tannie Bandy, David Bohannon, Jennifer Bohannon, Kaylin Brewer, Ariel Cagle, Tammy Chandler, Gretchen Clark, Jacob Cordell, Raven Dallas, Brantley Daniel, Case Davis, Noah Denson, Gaylor Diaz-Vasquez, Victoria Gammon, Karsen Gilliam, Kristen Hastings, Bowden Heathcock, Dushaun Hunter, Danika Lee, Ethan Lembecke, Nasiah McVay, Stacy Moore, Tabatha Oney, Summer Raley, Lina Ramirez, Desirae Rogers, Ranzy Smith, Libby Veatch, Courtney Vilagomez, Taylor Watson, Abram Williams and Mayahuel Yaaopaga.

Dade County: Gracie Angle, Krysta Cuzzort, Emily Doolittle Costa, Alexandria

Fowler, Daniel Illangovan and Christopher Langhorst.

DEAN'S LIST

Catoosa County: Jerad Bradley, Robert Branum, Samuel Crane, Mary Hodge, Alyssa Isler, Brodie Quinn, Amanda Stackhouse, Chase Ward, Jason Ward and Jenna White.

Walker County: Crystal Anderson, Emylia Andrade, Kiya Britton, Alora Bryan, Racheal Chambers, Misty Cornejo Sanchez, Caitlen Coulter, Makayla Drabik, Emilie Freeman, Brayden Fuller, Kaden Hackett, Madilyn Hicks, Sadie Hughes, Betty Kennedy, Ryleigh Ledford, Sarah McCallie, Lindsey Mejia, Katelin Mooney, Molly Morgan, Flor Nunez, Tyler Parke, Kaydence Pearson, Abigail Peace, Ciera Pearson, Zaria Perry, Lara Pratt, Sandi Redman, Blakely Rhodes, Joseph Risley, Alexis Rollins, Tristan Stanley, William Thompson, Adelaide Triplett, Chloe Vick, Meghan Wallace, Shelia Williams and Jill Ziegenfelder.

Chattanooga County: Dalton Bearden, William Cesareo, Colter Clifton, Luis Garcia, Matthew Hamby, Isis Hines, Jacob Odom, Nicole Smith and Haign Stephens.

Dade County: Emma Heard.

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NOTICE OF CHANGE TO 2025 REGULAR MEETING SCHEDULE

Public notice is hereby given that the Board of Commissioners of Walker County will hold regular meetings on the first Thursday of each month at 6:00 p.m. at the Walker County Courthouse Annex IV building, located at 201 S. Duke Street in LaFayette. When a meeting date conflicts with a holiday, the regular meeting will be held on the second Thursday of the month.

The Board updated this schedule by resolution on June 5, 2025.

NOTICE OF PUBLIC HEARING

The Governing Authority of Walker County, Georgia proposes to update its code of ordinances. 0-02-25 would amend Chapter 22 (Land Development) to update public hearing procedures on planning items.

Public hearings on the proposed ordinance change will be held:

6:00 p.m. on Thursday, June 26, 2025 at Walker County Civic Center, 10052 Hwy 27 in Rock Spring; and

6:00 p.m. on Thursday, July 10, 2025 at Walker County Courthouse Annex IV, 201 S. Duke Street in LaFayette.

A copy of the proposed ordinance is available for review at the Board of Commissioners' Office (101 S. Duke St., LaFayette) and online at walkercountyga.gov.

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LOCAL COLUMNIST ■ DAVID CARROLL

Chasing the doctors away

Many Trump voters admit the president is not perfect. Yes, they say, he engages in petty feuds. Is Elon Musk his favorite person, or his mortal enemy? Check back in a few days, because things change.

Is Vladimir Putin a trusted confidant, or an unhinged madman? Even Trump seems uncertain.

Should the United States impose 125% tariffs on imported goods from China, or dial it back to 15%? It depends on which day you ask.

But, the Trump voters say, we elected him to cut government waste, and he and his current/former friend Musk have done that. According to them, Musk and his Department of Government Efficiency have used their "chainsaw approach" to eliminate unneeded jobs, discontinue unneces-

sary programs, and wipe out government agencies. Many critics of bureaucratic bloat say, "Mission Accomplished!"

Early in life, I learned a hard lesson about trimming the fat. At my family's country store, I was a 12-year-old more interested in throwing a rubber ball at a brick wall than working in the store. My dad had an idea. He hired a couple of my friends to be my co-workers, thinking we could work on projects together.

That concept worked for a few days, until we got bored. We started goofing around, making up games and doing whatever we could to avoid actual work.

One day, my dad made a wise-crack about us loafing on the job. Serving as our group's brilliant spokesperson, I snapped back, "Well, there's nothing for us to do!" I said this while

standing among a series of potholes in the parking lot. You can only imagine what happened next. I learned two valuable lessons that day. First, keep your mouth shut if you don't have anything intelligent to say.

And second, filling potholes on a hot summer day is not my idea of a good time.

So yes, I get it. If you have a bunch of employees who are clearly unproductive, either find something for them to do, or cut your losses. No doubt the DOGE patrol has done some of that.

Unfortunately, that DOGE chainsaw lopped off some healthy branches as well.

Suddenly, we have gone from a nation that nurtured and supported health researchers into one that seems



Carroll

determined to drive them away.

Many of us are alive today because someone, most often in America, has developed medications and vaccines that have eradicated deadly diseases. They have pioneered surgical procedures that have prolonged and improved our lives in ways once considered impossible. These advances have been made largely due to research grants and experimental study groups funded in part by tax dollars.

Now we are saying goodbye to the scientists who have been working to find ways to improve or save our lives. Actually, not just for us, but those who will follow. To put it bluntly, we're endangering the health of our grandchildren, and we are

doing it in broad daylight.

Scientists have long considered America to be the hub of major discoveries. They come here from all over the world, as we have encouraged them to do. And now, we are telling them their services are no longer needed.

With a proposed \$18 billion (40%) cut to the National Institutes of Health, our government is sending a message to these healers. "Take your talents elsewhere."

Before you dismiss this as just more whining about a political issue, answer these questions: Do you take medications? Does your doctor write a prescription that you pick up at the pharmacy? Do these medications give you relief? Have you undergone surgery that has helped relieve severe pain, or that has helped heal aching joints or repair bro-

ken bones? If you answered "yes" to any of those questions, please know the NIH is almost always connected to the creation and approval of the drugs that help you heal.

Hundreds of medical research projects have been discontinued this year in the U.S. Other nations are now recruiting the young medical minds who no longer feel welcome here. I hope I never have to tell my ailing grandchild I stood by and said nothing when America chased the doctors away.

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

COLUMNIST ■ ANN COULTER

Just wait until liberals learn about syllogisms

As I've been pointing out forever, liberals don't understand analogies, one of the most basic building blocks of logic, at least since Aristotle.

This failing has been on display at MSNBC for some years now. Whenever conservatives demand that the same standards be applied to Donald Trump as are applied to Democrats, MSNBC hosts charge: "Whataboutism!"

That's not "whataboutism." It's called "the rule of law."

Whataboutism originally referred to the Soviet Union's practice of covering up the multiple failures of communism — long food lines, shoddy apartments, no electricity, planes crashing, etc. — by saying, But what about the crime rate in the United States? What about the civil rights abuses? What about Watergate?

In other words, what-aboutism consists of changing the subject to some random failing of one's opponent.

[A friend traveling in Russia at the time reported that the Soviets' saturation coverage of the Watergate hearings did not have its intended effect. Instead of wowing Russians with the deficiencies of capitalism, actual Russians' main question to my friend about the hearings was: "Do all Americans have such nice shoes?"]

By contrast, analogies, especially in politics and the law, are used to vindicate the principle that like cases should be treated alike.

Liberals hate that. They refuse to accept generally applicable rules. The only question for them is: Whose ox is gored? If it's Trump, he's guilty, no further information is needed. But if it's a leftist who's done the same thing — or 20 times worse — it's: How dare you question this man's character?

On MSNBC, Mika Brzezinski said equating Trump's

possession of classified documents with Joe Biden's possession of classified documents was a classic case of what-aboutism. Those aren't even like cases — they're identical ones.

Stephanie Ruhle said the same thing about comparisons of the Trump indictments to the Biden family's corruption, such as foreign interests funneling millions of dollars to the president's son, Hunter Biden, for nonexistent services. Whataboutism!

Mehdi Hasan, failing to grasp that whataboutism — at a bare minimum — requires some sort of comparison, called any mention of Hunter Biden whataboutism.

A classic example of liberals' situational view of justice happened to another friend after he got picked to serve on a jury while at Yale law school. When his fellow law students found out it was a rape case, they demanded that he find the defendant guilty.

Yes, but you don't know the facts of the case.

What facts? The defendant is black. You have to acquit!

Today, liberals are using their refusal to treat like cases alike to denounce Trump's deployment of federal troops to Los Angeles in order to protect freeways, police cars, citizens, federal agents and buildings from violent mobs.

The New York Times called Trump's order "both ahistoric and based on false pretenses." Appalled that he, the president of the United States, had sent the Guard "on his own volition," the paper noted that "the National Guard is typically brought into American cities ... when local authorities require additional resources or manpower."

The word "typically" does a lot of work in that sentence. The two most celebrated instances of a president using

U.S. troops against tumultuous citizens both occurred in direct opposition to the states' governors.

In 1957, President Dwight D. Eisenhower deployed the 101st Airborne against American citizens in Little Rock, Ark., after Bill Clinton's mentor, Gov. Orval Faubus, had called out the National Guard to prevent nine black students from entering the local segregated high school. Eisenhower sent federal troops to ensure that the nine could enter the school.

In other words, Eisenhower's order pitted the president's troops against the governor's troops, strongly indicating that the governor had not requested them.

In 1963, President John F. Kennedy federalized the National Guard to remove a sitting governor from the "schoolhouse door." Alabama Gov. George Wallace had vowed to stand at the school and physically block the entry of two black students. (Fun fact: Twenty years later, Wallace won a fourth term as governor with the overwhelming support of black voters.)

How does the Times deal with the fact that these sacralized events involved presidents deploying troops against the wishes of governors?

The paper simply cites one of the cases, as if correcting a perjurious statement, then quickly moves on with a non sequitur:

"The last time this presidential authority was used over a governor's objections was when John F. Kennedy overruled the governor of Alabama and sent troops to desegregate the University of Alabama in 1963. Supporters of states' rights and segregation howled at the time and, in the usual corners, are still howling about it."

Who cares if anyone is howling? Besides being irrelevant, it's also false. No one is howling. American citizens' rights were being violated.



Ann Coulter

The world-shaking, democracy-ending violent uprisings "against the government as a whole" in Little Rock and Tuscaloosa mostly consisted of verbal threats, racist taunts, spitting and the throwing of eggs, sticks and rocks. (Also mean chants: "Two, four, six, eight! We don't want to integrate!")

But Presidents Eisenhower and Kennedy thought that was enough to deploy federal troops in express defiance of the states' governors. So does history.

Liberals can't grasp that Trump's deployment of troops is a fortiori constitutional, necessary and, indeed, heroic because ...

ANALOGIES SECTION: Aristotle is to logic, as: a) Elephants are to rhinoceroses; b) Boats are to ships; c) Liberals are to blithering idiocy and blank incomprehension.

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



NOTICE OF CHANGE TO 2025 REGULAR MEETING SCHEDULE

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The Board updated this schedule by resolution on June 5, 2025.

NOTICE OF PUBLIC HEARING

The proposed FY2026 budget of the Governing Authority of Walker County, Georgia will be submitted on June 26, 2025, at a special called meeting of the Board of Commissioners at 6:00 p.m. at Walker County Courthouse Annex I, 101 S. Duke Street in LaFayette, GA. The budget will then be available for public review at the county administration building and online at walkercountyga.gov in the Government section.

Public hearings on the proposed FY2026 budget will take place:

- Thursday, July 10, 2025 at 6:00 p.m. at Walker County Courthouse Annex IV, 201 S. Duke Street in LaFayette, GA
- Thursday, August 7, 2025 at 6:00 p.m. at Walker County Courthouse Annex IV, 201 S. Duke Street in LaFayette, GA

STATE OF GEORGIA COUNTY OF WALKER

LOGIC AND ACCURACY TESTING PUBLIC NOTICE

Pursuant to O.C.G.A. 21-2-379.6(c), Notice is hereby given that the logic and accuracy testing and preparation of voting equipment to be used in July 15, 2025, Public Service Commissioner Primary Special Election Runoff will begin Wednesday, July 2, 2025, at 9:00 a.m.

Preparation and testing on the Ballot Marking Devices, Printers, and Tabulators for Absentee by mail, Advance Voting and Election Day will begin on Wednesday, July, 2025, starting at 9:00 a.m. Testing will continue from day to day until such preparation is complete. Such preparation and testing shall be open to the public and members of the public are entitled to be present during the preparation testing. Said testing and preparation will be conducted at the Walker County Elections & Registration Annex, 106 E. Withers St., LaFayette, GA 30728.

Danielle L. Montgomery
Director of Elections
Walker County

Rural site development grants going to four in Ga.

By Dave Williams
Capital Beat News Service

ATLANTA — Four Georgia communities will receive \$7.5 million in grants through a state program designed to foster economic development in rural counties.

The OneGeorgia Authority's Rural Site Development Initiative helps communities identify, assess, and develop new ready-for-development industrial sites. Eligible activities include site studies, land grading, and other infrastructure projects that support site development.

"Georgia offers the workforce, connectivity, and business-friendly environment for companies to be successful in every corner of the state," Gov. Brian Kemp said Wednesday, June 18. "The Rural Site Development Initiative helps us

maintain that competitive edge over other states by empowering communities to build on that success and turn fields of dreams into sources of good-paying jobs for rural Georgians."

Grants of \$2 million each will go to the Development Authority of Milledgeville and Baldwin County, the Dublin-Laurens County Development Authority, and the Worth County Economic Development Authority.

The Baldwin County project will include construction of an entry road and other improvements at a 1,500-acre site called Sibley Place. The Dublin-Laurens County grant will help finance sewage and drainage improvements at a 250-acre site along Georgia 257.

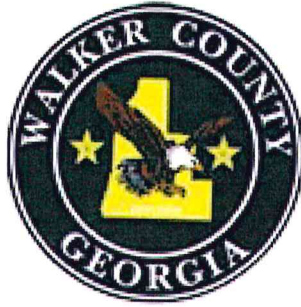
Worth County's economic development agency will use its \$2 million for water,

drainage, road, and other infrastructure improvements at the 196-acre Worth County Industrial Complex.

The fourth grant — worth about \$1.5 million — will go to the Development Authority of Bulloch County for site grading and sewer improvements at the 69-acre Cannady Site.

In each case, the local development agency contributed a share of the financing toward each project.

"The Rural Site Development Initiative empowers communities to proactively shape economic growth that aligns with their long-term goals," said Pat Wilson, commissioner of the Georgia Department of Economic Development. "As we build on years of economic success, investing in new site development ensures we sustain and accelerate that momentum."



Walker County Governmental Authority
101 South Duke Street, P.O. Box 445
LaFayette, GA 30728

Minutes of the Special Called Budget Meeting of the Board of
Commissioners

June 26, 2025 - 6:00 PM

Call to Order:

Chairwoman Angie Teems called to order the Special Called Budget Meeting of the Board of Commissioners held at the Commissioners Office, 101 S. Duke Street, LaFayette, Georgia at 6:00 PM on June 26th, 2025.

This is the Fiscal Year 2026 budget proposal preview. CFO Christian Roach led the discussion outlining anticipated revenues and projected expenditures for the new fiscal year. This presentation serves as the official submission of the proposed budget as required by State Law and makes the document available for public review. In accordance with legal requirements, a minimum waiting period of 7 days must pass before any public hearing can be held. The two required public hearings on the proposed budget will be held during the regular scheduled board meetings on July 10th and August 7th .

Please note, no decisions were made by the board and no public comment was permitted during this budget session.

Attendees:

The following were present: Chairwoman Angie Teems, Commissioner Robert Blakemore, Commissioner Mark Askew, Commissioner Brian Hart, Commissioner Gene Wilson, Chief Financial Officer Christian Roach, County Clerk Lisa Richardson, Chief of Staff Dakiya Porter, Compliance Officer Aleks Jagiella-Litts, Planning. Other guests signed in at the meeting as well. Please see the attached sign in sheet.

Approval of Minutes:

Commissioner Hart made a motion to approve minutes of both Budget Workshops held on June 2nd & June 3rd at 9:00 a.m.

- a. Seconded by Commissioner Askew
- b. Motion carried. Minutes approved.

Chairwoman's Note:

Budget workshop and presentation handed over to CFO Christian Roach by Chairwoman Teems.

Finance Report:

CFO Roach provided a budget assessment for FY 2026 with financial position and revenue expenditures, including a breakdown of departments. Presentation documents attached.

Commissioner Comments:

1. Commissioner Hart thanked CFO Roach for all his work. He has just recently started this position with Walker County and came in and did a great job on the presentation.
2. Commissioner Askew appreciates the hard work and appreciates CFO Roach digging deeper in some of the areas. Askew stated the board would be reviewing the budget and making some recommendations, and that budget amendments can be expected and made as needed during the year. Askew also noted that CFO Roach will be presenting Financial Reports at every board meeting going forward to keep everyone aware of the budget.

Adjournment:

No actions taken and with no further business on the agenda, Chairwoman Teems adjourned the meeting at 6:34 P.M.

Angela Teems
Chairwoman/CEO
Walker County Georgia

Date

Minutes prepared by: Walker County County Clerk, Lisa Richardson

SPECIAL CALLED MEETING

Board of Commissioners Office

June 26, 2025

6:00 PM

<u>Roll Call</u>	<u>Present/Absent</u>
Commissioner Blakemore	Present
Commissioner Askew	Present
Chairwoman Teems	Present
Commissioner Hart	Present
Commissioner Wilson	Present



Sign In Sheet

Special Called Meeting of the Board of Commissioners
June 26, 2025

6:00 PM

Name

Address

John Johnson

Rossville

Steve Wilson

WCSD

Lecia Kutomku

Library



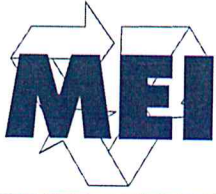
Proclamation

BY THE WALKER COUNTY BOARD OF COMMISSIONERS *BLOOD ASSURANCE MONTH*

- WHEREAS: Blood Assurance donors in Walker County are caring and committed people, responsive to the needs of others as evidenced by their desire to help save lives, many by donating blood regularly every eight weeks; and
- WHEREAS: Blood Assurance needs 540 units of blood per day to meet the needs of the hospitals in the region they serve, including Walker County; and
- WHEREAS: Blood Assurance expects to draw 125,000 units of blood in 2025; and each blood donation can save the lives of up to three people; and
- WHEREAS: Walker County residents regularly answer this volunteer call to donate blood, thus, potentially saving the lives of their fellow citizens
- WHEREAS: Blood Assurance serves Walker County through their blood center located at 3811 Battlefield Parkway in Fort Oglethorpe, as well as many mobile blood drives at local businesses, organizations and places of worship; and
- THEREFORE: I, Angela Teems, on behalf of the Walker County Board of Commissioners, do hereby proclaim August as BLOOD ASSURANCE MONTH IN WALKER COUNTY in honor of a volunteer organization and their staff who contribute to the health of their fellow citizens by drawing, transporting, testing and supplying blood to save lives every day.

Signed and sealed this 10th day of July in the year 2025.

Chairwoman Angela Teems



**MARION
ENVIRONMENTAL
INCORPORATED**

June 27, 2025

MEI Project No. 252142

Mr. Paine Gily
Director of Solid Waste and Environmental Management
Walker County, Georgia
P.O. Box 445
LaFayette, GA 30728

RE: PROPOSAL – SEDIMENT REMEDIATION
Former Coats American, Inc. Facility
122 and 150 Maple St., Rossville, Walker County, Georgia
Georgia Hazardous Site Index (HSI) # 10825

Dear Mr. Gily:

Marion Environmental, Inc. (MEI) is pleased to present the following proposal, as requested. The following proposal details a scope of work and cost estimate for conducting sediment remediation associated with the former Coats American facility cited above.

Background

The former Coats American facility is listed on the Georgia Hazardous Site Inventory (HSI) as site number HSI 10825. Walker County is proposing to conduct soil and sediment remediation as directed by the Georgia Environmental Protection Division (EPD) Response and Remediation Program (RRP). Additionally, Walker County is conducting a self-implemented cleanup of PCB (poly-chlorinated biphenyl) remediation waste under the purview of U.S. EPA Region 4.

Investigations determining the extent of contamination in soil, sediment and groundwater were completed in 2024, as documented in the August 30, 2024 Corrective Action Plan (CAP) Progress Report that was submitted to the Georgia EPD RRP. The contaminants of concern (COCs) are:

- Volatile Organic Compounds (VOCs), primarily chlorinated VOCs (CVOCs)
- Semi-Volatile Organic Compounds (SVOCs)
- Metals
- PCBs

A Corrective Action Plan (CAP) Addendum / Remediation Work Plan - Soil and Sediment Remediation document was submitted to the EPD RRP on October 31, 2024. The remediation work plan detailed the proposed objectives and methods of soil and sediment cleanup associated with the former Coats American facility.

Following multiple meetings and conversations with EPD RRP and EPD Brownfields personnel, Walker County has indicated their wish to immediately proceed with the sediment remediation portion of the October 31, 2024 Work Plan, described herein as follows.

Scope of Work

The Scope of Work described herein is summarized from the October 31, 2024 Corrective Action Plan (CAP) Addendum / Remediation Work Plan - Soil and Sediment Remediation submitted to the EPD RRP. MEI would like to note that the impacted drainage conveyance *is not* a “blue line stream” on the U.S. Geological Survey Fort Oglethorpe topographic map.

- Construct sand bag coffer dams above and below sediment excavation areas, to allow excavation to proceed in the dry.
 - Water will be pumped around the dammed off excavation areas while excavation work is conducted.
- Excavate sediment impacted by COCs in excess of Georgia EPD Risk Reduction Standards (RRSs) and by PCBs in excess of the 1.0 ppm PCB cleanup level will be remediated at the six locations shown on the attached **Figure 1**.
 - Impacted sediment will be removed via excavation using a trackhoe excavator, or mini-excavator, along with a skid-steer loader to move soil at the land surface. Impacted sediment will be excavated to approximately 2-3 ft below the existing surface grade within the drainage conveyance.
- Dispose of contaminated sediment by landfilling.
 - MEI estimates that there are approximately 140 tons of contaminated sediments located in the drainage conveyance.
 - Laboratory analysis of a recent composite sediment sample from the six areas to be excavated determined that the sediment is a *non-hazardous waste*.
 - Contaminated sediment will be disposed of as non-hazardous waste at AquaTreat, Inc. in Chattanooga, Tennessee, a Tennessee-permitted solid waste processing facility.
 - Solid waste processed by AquaTreat, Inc. is typically landfilled at the Bradley County or Rhea County, Tennessee landfills.
 - The proposed cost estimate herein includes the cost of transporting the excavated sediment from the Rossville project site to the destination landfill.
- Collect confirmation samples from the base and sidewalls of the excavated areas. Provide laboratory analyses for confirmation samples.
 - Sediment confirmation samples will be collected from the bottom of the open excavation following removal of all apparently impacted material.
 - Samples will be collected in accordance with EPA Region 4 LSASD “Sediment Sampling” field sampling procedures.
 - Samples will be shipped on ice under chain of custody protocols to Eurofins Cleveland Laboratory in Cleveland (Barberton) Ohio, where they will be analyzed for concentrations of COCs specific to each area, using appropriate U.S. EPA laboratory analytical methods.
 - NOTE: If laboratory analytical results indicate that sediment in previously excavated areas still contains COCs in excess of RRSs, or PCBs in excess of the 1.0 ppm cleanup level, this area will be over-excavated.
 - Additional confirmation samples then will be collected from the over excavated area.
 - This process of excavation, confirmation sampling, over-excavation, and re-sampling will continue until all sediment containing PCBs in excess of 1.0 ppm has been removed.

- Restore disturbed areas as closely as possible to pre-excavation conditions.
 - Excavated areas within the bottom of the drainage conveyance channel will be backfilled with clay soil fill, and/or gravel, if necessary.
 - Areas disturbed by excavation on the banks of the drainage conveyance will be restored by placing grass seed, loose straw, and straw mats where necessary to stabilize these areas and help prevent erosion.
- Prepare Project Report.
 - Once all of the contaminated sediment has been confirmed to have been removed from the drainage conveyance around the former Coats American plant, and the excavation areas restored a Sediment Remediation Project Report will be prepared and submitted to the EPD RRP and U.S. EPA.
 - The report will contain a narrative description of the work accomplished under the scope of this proposal, as well as supporting documentation including maps, data summary tables, disposal manifests, photographs, and laboratory analytical reports.

Cost Proposal
Proposed Cost (Not to Exceed)\$95,000

- Stipulations**
1. The quoted cost is for the completion of the Scope of Work described herein, as detailed in the October 31, 2024 Corrective Action Plan (CAP) Addendum / Remediation Work Plan - Soil and Sediment Remediation.
 2. Walker County will assist MEI with gaining site access to the portions of the drainage conveyance crossing the following two properties:
 - a. Peerless Woolen Mill II, LLC, 176 Williams St., Parcel No. 2002 096
 - b. 418 Westlake Holdings, LLC, Parcel No. 2002 096B

Thank you for giving MEI the opportunity to assist you with this project. Please contact me at swild@marionenv.com or at (423) 499-4919 (Office) or (423) 421-5873 (Cell) if you have any questions or need any additional information.

Sincerely,
MARION ENVIRONMENTAL, INC.



Steve Wild
Senior Engineer
Georgia P.E. No. 40859

Attachments: Figure 1 – Topographic Vicinity Map
 Figure 2 - Sediment Remediation Locations Map

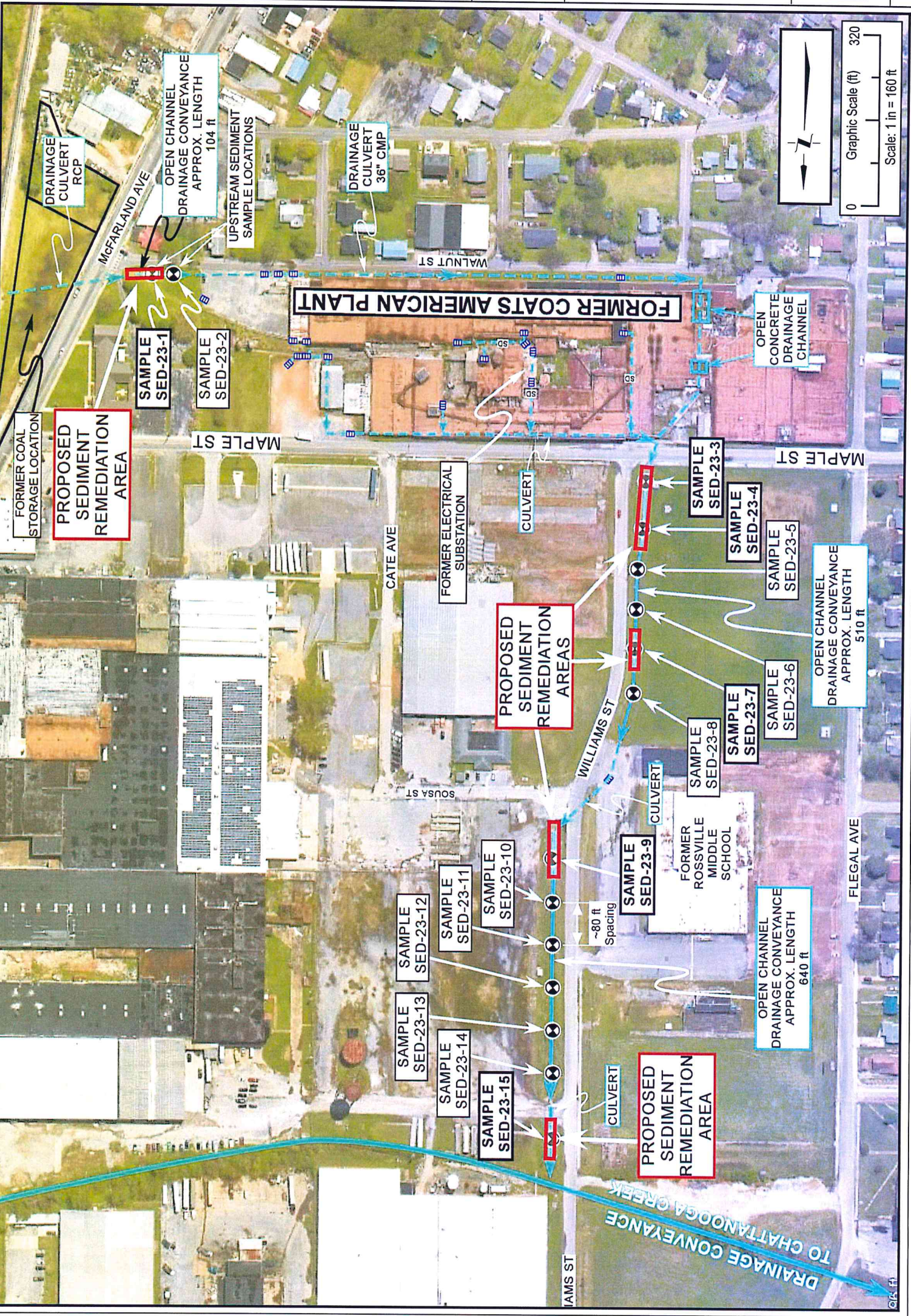
FIGURE 2

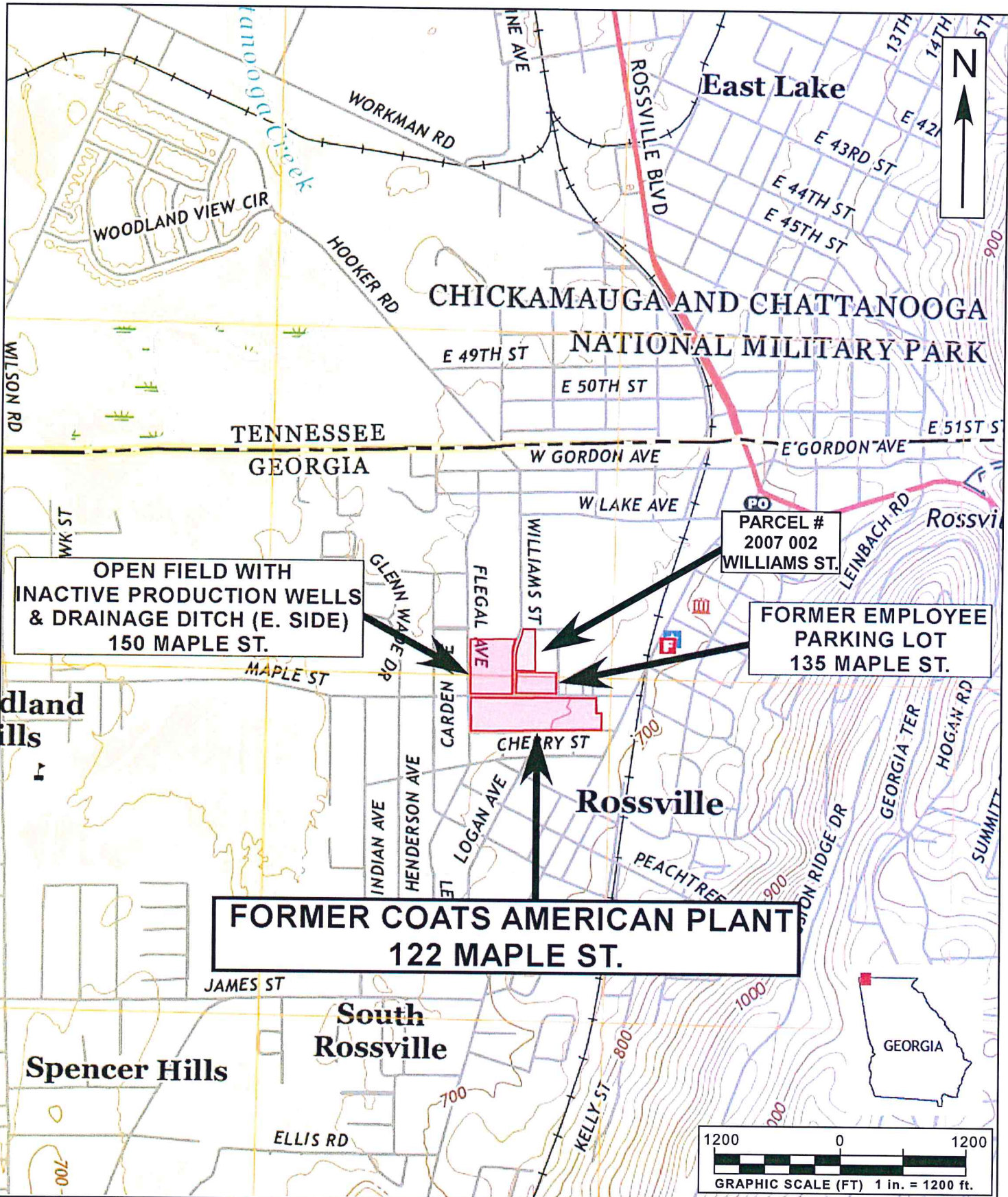


MARION ENVIRONMENTAL, INC.
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423-499-4919
www.marionenv.com

PHOTO DATE:	3/20/2022
PROJECT:	202178
FACILITY ID #:	HSI 10825
APPROVED:	1 in = 160 ft
FIGURE DATE:	10/28/2024

FORMER COATS AMERICAN INC.
122 MAPLE STREET
ROSSVILLE, WALKER COUNTY, GEORGIA 30741





MARION ENVIRONMENTAL, INC.
115 PARMENAS LANE
CHATTANOOGA, TN 37405
Phone: (423) 499-4919
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Web: www.marionenv.com

TOPOGRAPHIC VICINITY MAP

FORMER COATS AMERICAN INC.
122 MAPLE ST.,
ROSSVILLE, GA 30741

PROJECT #: 202178	PRJ. MGR: HSW	MAP BY: HSW
SCALE: Ref. Scale Bar	PRINT DATE: 10/25/24	DWG. BY: HSW
APPROVED:	MAP DATE: 2020	FIGURE #: 1



Jeffrey W. Cown, Director

Land Protection Branch
2 Martin Luther King, Jr. Drive
Suite 1058, East Tower
Atlanta, Georgia 30334
404-657-8600

By Email Only

June 30, 2025

Walker County Governmental Authority
c/o Ms. Angie Teems, Chairwoman, Board of Commissioners
PO Box 445
LaFayette, Georgia 30728

Re: 2024 CAP Progress Report, PCB Status Report No 2, PCB Workplan No 3, and
Remediation Workplan for Soil and Sediment
Former Coats American, Inc. HSI# 10825
122 Maple Street
Rossville, Walker County, Georgia

Dear Ms. Teems:

The Georgia Environmental Protection Division (EPD) has reviewed the Corrective Action Plan (CAP) Progress Report, dated August 30, 2024, the Interim Status Report No. 2 for PCB Impacted Media, dated August 29, 2024, Workplan No. 3 for PCB Impacted Soil and Sediment Remediation, dated August 29, 2024, and the CAP Addendum/Remediation Workplan for Soil and Sediments dated October 31, 2024, all submitted on your behalf by Marion Environmental Incorporated (Marion). In addition, EPD has reviewed the On-Site Meeting Follow-Up letter sent by Marion on April 23, 2025. In general, EPD agrees with the work proposed in the two workplans mentioned previously. EPD urges Walker County to move forward with implementation of the Soil and Sediment Remediation Plan since it has been more than seven years since the initial PCB spill was discovered. EPD has the following comments on the reports:

1. In the PCB Status Report No. 2, it is unclear if the drainage culvert, basins, or any collection boxes leading from the central courtyard to the outfall at Maple Street were sampled or investigated for residual PCBs that may have been deposited during the initial spill. The report mentions the drain was flushed with 3000 gallons of water, but there is no additional discussion other than the recent excavating and filling of courtyard drains with concrete. Some additional investigation or sampling may be needed to verify there are no low spots in the system and that there are no PCBs remaining in the flow path before the outfall.
2. Sections 3.2 and 3.7 of the CAP Progress Report do not mention the vinyl chloride detection found at sample location Area 1 E. Wall that was the subject of a 2012 EPD deficiency comment. A Final CSR for this site should include discussion to make that clear for reviewers along with supporting discussion about the sample at B-17 satisfying the delineation requirement for vinyl chloride in that area.
3. The CAP Progress Report did not include the Purge/Sample logs for the groundwater sample collections that were performed for this reporting period. Please include those in the next Annual Report and for any additional groundwater sampling events going forward.

4. Section 5.2 of the CAP Progress Report indicated that groundwater samples were collected in accordance with USEPA Region 4 LSASD's operating procedure and provides a web link, but not the exact document title. EPD is unsure which revision of that document was used as guidance. In future reports, please specify the revision that was used for the 2024 sampling events and for any additional sampling events. The most current guidance is Revision 7, effective March 20, 2025.
5. In Sections 7.1 and 8.0 of the CAP Progress Report, and in the Executive Summary, it is suggested that this site should apply for entry into the Georgia Voluntary Remediation Program (VRP) to adopt a Type 5 RRS for groundwater using a Uniform Environmental Covenant (UEC). As discussed in person at the site on April 16, 2025, and in subsequent telephone conversations, a UEC with restrictions for groundwater and requiring non-residential use can be implemented by Walker County without entering the VRP. The site would then be in compliance with Type 4 RRS using institutional controls.
6. In the CAP Progress Report, Table 1 should have Arsenic shaded for SB-82.
7. In email exchanges and in the On-Site Meeting Follow-up letter, it has been requested that EPD review the possibility separating/removing two parcels from the HSI listing for this Site:
 - a. For Parcel 2007 001 located at 150 Maple Street, EPD's review finds this parcel is currently impacted by PCBs and PAHs in the sediments along the drainage feature. Since this parcel is still impacted by releases from the Former Coats American facility, it is considered part of the HSI Site. If Walker County wishes to sell that parcel, the sediments must be remediated according to the workplan mentioned above. Once EPD can review a report to document that remediation and concur with the certification of compliance, the parcel will no longer be considered part of the HSI Site.
 - b. For Parcel 2007 002, EPD does not find that parcel to be impacted by any release from the Former Coats American facility, and therefore, it is not part of the HSI Listing for this Site.

EPD is requesting that you submit a schedule for implementing the work as outlined in the Work Plan for Soil and Sediment Remediation by August 30, 2025. The schedule should include a date for submitting a CAP Progress/Completion Report to EPD annually.

If you have any questions regarding this matter, please contact Mr. Bill Williams at 470-524-4725.

Sincerely,



David Brownlee
Unit Coordinator
Response and Remediation Program

c: Steve Wild, Marion Environmental (by E-mail only)
File: 224-0025 (HSI #10825)

**CORRECTIVE ACTION PLAN (CAP)
ADDENDUM / REMEDIATION WORK PLAN
SOIL AND SEDIMENT REMEDIATION**

FORMER COATS AMERICAN FACILITY

**122 Maple Street
Rossville, Walker County, GA 30741**

October 31, 2024

Prepared for:

WALKER COUNTY, GEORGIA

**101 S. Duke Street
P.O. Box 445
LaFayette, Georgia 30728**

Prepared by:

MARION ENVIRONMENTAL INCORPORATED

**115 Parmenas Lane
Chattanooga, TN 37405
(423) 499-4919
www.marionenv.com**

MEI Project No. 202178

Professional Certification

This report has been prepared by Marion Environmental Inc. under the supervision of the Professionals whose signatures appear here on. The findings, recommendations, specifications, or professional opinions are presented within the limits prescribed by the client, after being prepared in accordance with generally accepted professional practice. No other warranty is expressed or implied.



Steve Wild, P.E., P.G.
Senior Engineer
GA Professional Engineer #40859
GA Professional Geologist #1360

EXECUTIVE SUMMARY

Marion Environmental, Inc. (MEI) prepared this Corrective Action Plan (CAP) Addendum / Remediation Work Plan on behalf of Walker County, Georgia for the remediation of environmental contaminants released into soil and sediment at and adjacent to the former Coats American, Inc. (CAI) plant at 122 Maple Street, Rossville, Walker County, Georgia. This CAP Addendum / Remediation Work Plan was prepared in response to directives and requests from the Georgia Environmental Protection Division (EPD), Response and Remediation Program (RRP).

The results of all recent investigative and remedial work conducted at the site have been detailed in the following two recent reports, both of which are incorporated herein by reference:

- Corrective Action Plan (CAP) Progress Report.
 - Dated August 30, 2024. Submitted to the Georgia EPD RRP.
- Interim Status Report No. 2 - PCB-Impacted Media: Cleanup, Disposal & Investigation
 - Dated August 29, 2024. Submitted to U.S. EPA

As described in the CAP Progress Report and Interim Status Report #2, the extent of impacts to soil, sediment and groundwater from the following Contaminants of Concern (COCs) have been defined on and off site:

- Volatile Organic Compounds (VOCs), including chlorinated VOCs (CVOCs)
- Semi-Volatile Organic Compounds (SVOCs) / Poly-Aromatic Compounds (PAHs)
- Metals (arsenic, barium, cadmium, chromium, lead, mercury, selenium, and silver)
- Poly-Chlorinated Biphenyls (PCBs)

Proposed future remediation of PCB-impacted soil and sediment are described in a Work Plan #3, dated August 29, 2024. The scope of work in this CAP Addendum / Remediation Work Plan is intended to be performed concurrently with the scope of Work Plan #3.

Soil remediation via excavation and landfill disposal is proposed to be conducted at the following five areas on site:

<u>Area</u>	<u>COCs</u>	<u>Depths Detected (ft)</u>
Area Around SB-5	VOCs (1,1-Dichloroethane)	6-7'
Area Around SB-12	Metals (arsenic)	4-5'
Eastern Central Courtyard/ PCB Release Source Area	PCBs, VOCs	0'-Bedrock (11'2" max.)
Southwest Central Courtyard	VOCs, SVOCs/PAHs, Metals	0'-Bedrock (9'3" max.)
Carton Storage Bldg + B-17	Metals (arsenic, lead)	0-5'

Sediment remediation via excavation and landfill disposal is proposed to be conducted in the areas immediately adjacent to the following six sediment sample locations within the drainage conveyance upstream and downstream of the former CAI site:

<u>Sediment Sample Area</u>	<u>COCs</u>	<u>Distance fm Plant (approx. ft)</u>
SED-23-1	SVOCs/PAHs	250' Upstream
SED-23-3	PCBs	16' Downstream
SED-23-4	PCBs	86' Downstream
SED-23-7	SVOCs/PAHs	300' Downstream
SED-23-9	PCBs, Metals (chromium)	780' Downstream
SED-23-15	Metals (chromium)	1,300' Downstream

Confirmation samples will be collected from the base and sidewalls of each of the five soil excavation areas and from the base of the six sediment remediation areas. In areas where the depth of the soil excavation is at the top of the bedrock surface, sidewall samples will be collected around the perimeter of the excavation. Confirmation samples will be analyzed for original COCs that exceeded the Type 1 and/or Type 3 Risk Reduction Standards (RRSs) at that location.

If soil or sediment confirmation sample analytical results indicate that residual in situ concentrations continue to exceed RRSs, then additional excavation and confirmation sampling will be conducted. This remedial strategy of excavation, sampling, over-excavation and re-sampling will continue until the analytical results indicate that all impacted soil and sediments exceeding RRSs have been successfully removed.

Excavated soil or sediment that contains hazardous concentrations of COCs will be disposed of at the Waste Management (WM) hazardous waste landfill in Emelle, Alabama. Non-hazardous waste, such as the metals-impacted foundry sand fill beneath the former carton storage building, will be disposed of in a non-hazardous municipal waste landfill.

Soil excavation areas will be restored to the approximate pre-excavation surface grade by backfilling open excavations with limestone gravel and/or crushed limestone fill material.

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LIST OF ACRONYMS AND ABBREVIATIONS

CAI.....	Coats American Inc.
COC.....	Chemical/Contaminant of Concern
DCA.....	Dichloroethane
EPA.....	Environmental Protection Agency
EPD.....	[Georgia] Environmental Protection Division
HSRA.....	[Georgia] Hazardous Site Response Act
HSRP.....	[Georgia] Hazardous Site Response Program
MEI.....	Marion Environmental, Incorporated
µg/kg.....	micrograms per kilogram (equivalent to ppb)
µg/L.....	micrograms per Liter (equivalent to ppb)
mg/L.....	milligrams per Liter (equivalent to ppm)
PAH.....	Polynuclear/Poly- Aromatic Hydrocarbon
PCB.....	Polychlorinated Biphenyl
PCE.....	Tetrachloroethene (Perchloroethene)
ppb.....	parts per billion
ppm.....	parts per million
RRS.....	Risk Reduction Standard
SVOC.....	Semi-Volatile Organic Compound
TCE.....	Trichloroethene
VOC.....	Volatile Organic Compound

1.0 INTRODUCTION

Marion Environmental, Inc. (MEI) has prepared this Corrective Action Plan (CAP) Addendum – Remediation Work Plan on behalf of Walker County, Georgia for the remediation of environmental contaminants released to soil and sediment at and near the former Coats American, Inc. (CAI) plant at 122 Maple Street, Rossville, Walker County, Georgia.

A CAP Progress Report, describing the progress of site investigation and remediation efforts conducted at the subject site over approximately two years prior to the report date was submitted to the Georgia Environmental Protection Division (EPD), Response and Remediation Program (RRP) on August 30, 2024. Additionally, an Interim Status Report #2, describing the progress of a self-implementing investigation, cleanup and disposal of PCB remediation waste was prepared and submitted to U.S. EPA Region 4 on August 29, 2024. A separate Work Plan #3, describing the proposed remediation of PCB-impacted soil and sediments was submitted to U.S. EPA concurrently with Interim Status Report #2. All three of these documents are incorporated herein by reference.

MEI would like to emphasize that the scope of work described in this Remediation Work Plan is intended to be performed concurrently with the scope of work described in the August 29, 2024 Work Plan #3 submitted to U.S. EPA Region 4.

The objectives, proposed scope of work and work implementation methods of this Remediation Work Plan are detailed herein as follows.

1.1 Objectives

The objectives of this Remediation Work Plan are to describe a scope of work and methodology to remediate soil and sediment impacted by contaminants of concern (COC) released from and/or associated with the former CAI facility.

2.0 PROPOSED SCOPE OF WORK AND PROPOSED METHODOLOGY

2.1. Soil Remediation – Impacted Areas

There are five areas on site where soil remediation is proposed, listed as follows:

<u>Area</u>	<u>COCs</u>	<u>Depths Detected (ft)</u>
Area Around SB-5	VOCs (1,1-Dichloroethane)	6-7'
Area Around SB-12	Metals (arsenic)	4-5'
Eastern Central Courtyard/ PCB Release Source Area	PCBs, VOCs	0'-Bedrock (11'2" max.)
Southwest Central Courtyard	VOCs, SVOCs/PAHs, Metals	0'-Bedrock (9'3" max.)
Carton Storage Bldg + B-17	Metals (arsenic, lead)	0-5'

Area Around SB-5

Soil boring SB-5 was installed by others (ERM of Kennesaw, Georgia) on August 12, 2005. The concentration of 1,1-dichloroethane (1,1-DCA) detected in the 6-7 foot sample exceeds the current Type 1 and Type 3 Risk Reduction Standards (RRSs). These results are shown in Table 5-5 of the January 15, 2008 Compliance Status Report (CSR) prepared by ERM and in Table 1 of the August 30, 2024 CAP Progress Report.

Area Around SB-12

Soil boring SB-12 was also installed by ERM on August 12, 2005. The concentration of arsenic detected in the 4-5 foot sample exceeds the current Type 1 and Type 3 RRSs, as shown in Table 5-5 of the January 15, 2008 CSR and in Table 1 of the August 30, 2024 CAP Progress Report.

Eastern Central Courtyard / PCB Release Source Area

The PCB release source area is the former electrical substation located in the easternmost portion of the plant central courtyard area. Approximately 125 tons of PCB-impacted concrete and subsurface soil were excavated from beneath the source area in November 2022 and disposed in November-December 2022. However, soil boring results indicate that the additional soil excavation is required to remove subsurface poly-chlorinated biphenyls (PCBs) and volatile organic compounds (VOCs) impacts exceeding RRSs in this area.

Soil boring installation and soil sample collection and analysis conducted on May 18, 2023 and on July 11, 2024 indicate that the extent of PCB and VOC impacts to soil in excess of RRSs in the PCB release source and adjacent central courtyard area have been defined. These impacts are defined by the analytical results from seven soil borings: B-8, B-9, B-11, B-12, B-13, B-14 and B-29 as described in the August 29, 2024 Interim Status Report #2 and August 30, 2024 CAP Progress Report. This additional impacted soil, surrounding the November 2022 source area excavation, must also be excavated and disposed to establish compliance with RRs.

Southwest Central Courtyard

Soil borings and soil sample analysis conducted on May 18, 2023 and on July 11, 2024 indicate that the extent of VOCs, semi-volatile organic compounds (SVOCs) / polyaromatic hydrocarbons (PAHs), and metals (arsenic and lead) impacts to soil in excess of RRSs in this area have been defined.

Former Carton Storage Building + Boring B-17

Concentrations of arsenic and lead exceeding RRSs in the foundry sand fill material beneath the (now former) carton storage building floor were first reported in ERM borings SB-79, SB-81 and SB-82, installed on November 13, 2007. These results are shown in Table 5-5 of the January 15, 2008 Compliance Status Report (CSR) prepared by ERM and in Table 1 of the August 30, 2024 CAP Progress Report.

The full extent of the arsenic and lead impacts to the foundry sand fill material were defined through soil sample collection and analysis from soil borings B-19 – B-26, installed on July 11, 2024, as described in the August 30, 2024 CAP Progress Report. Additionally, the analytical results for the 0-5 foot sample from boring B-17, installed between the former, 2010 soil remediation area, and the former carton storage building floor, contained arsenic in excess of RRSs.

The impacted soil and foundry sand fill material from this area must be excavated and disposed to establish compliance with RRSs. MEI would like to note that *the lead and arsenic impacted foundry sand fill material is not a hazardous waste*. Therefore, this material can be safely disposed of in a Subtitle D municipal waste landfill (Subtitle D of the Toxic Substances Control Act or TSCA).

The proposed cleanup methods for the remediation of COC impacts to soil in this area are described as follows

2.1.1 Soil Excavation and Disposal

Soil, and any concrete with residual PCB impacts, will be removed from the approximate areas shown on **Figure 3 in Appendix A**. Impacted soil will be removed via excavation using a trackhoe excavator, or mini-excavator along with a skid-steer loader to move soil at the land surface. Impacted soil will be excavated to the depth limits of impacts suggested by the soil boring analytical data presented in the August 30, 2024 CAP Progress Report, and the August 29, 2024 Interim Status Report #2.

As noted in the CAP Progress Report, depth to bedrock is approximately 5-11 feet below ground surface (BGS) on site. Additionally, there are numerous unmapped underground concrete structures on the former CAI site. Hence, excavation “refusal” may occur at contact with a subsurface concrete structure, rather than at contact with bedrock.

Excavated soil will be placed into open top 30 cubic yard rolloff containers, equipped with cover tarps, for subsequent transport to the disposal facility. Excavated hazardous soil will be transported to the Waste Management (WM) hazardous waste landfill in Emelle, Alabama for disposal. Excavated non-hazardous soil and/or foundry sand fill material will be disposed of in a Subtitle D municipal waste landfill.

2.1.2 Soil Confirmation Sampling

Soil confirmation samples will be collected from the bottom and sidewalls of the open excavation following removal of all apparently impacted soil. Samples will be collected in accordance with EPA Region 4 LSASD “Soil Sampling” field sampling procedures. Samples will be shipped on ice under chain of custody protocols to Eurofins Cleveland Laboratory in

Cleveland (Barberton) Ohio, where they will be analyzed for concentrations of the contaminants of concern (COCs) for each particular area, using appropriate U.S. EPA analytical methods

If laboratory analytical results indicate that soil in previously excavated areas still contains COCs in excess of RRSs, and/or PCBs in excess of the 1.0 ppm EPA cleanup level, this impacted soil will be over-excavated. Additional confirmation samples then will be collected from the over excavated area. This process of excavation, confirmation sampling, over-excavation, and re-sampling will continue until all accessible soil containing impacts in excess of RRSs, and PCB impacts in excess of 1.0 ppm have been removed.

2.1.3 Site Restoration

Areas where PCB-impacted soil is confirmed to have been successfully excavated will be backfilled with a combination of 5/8-inch limestone gravel and topped with crushed limestone gravel fill material. Former excavation areas will be backfilled to a level flush with the surrounding ground surface.

2.2. Sediment Remediation – Impacted Areas

Sediment impacted by COCs in excess of RRSs and by PCBs in excess of the 1.0 ppm PCB cleanup level will be remediated at the six locations listed as follows, also shown on **Figure 4 in Appendix A**:

<u>Sediment Sample Area</u>	<u>COCs</u>	<u>Distance fm Plant (approx. ft)</u>
SED-23-1	SVOCs/PAHs	250’ Upstream
SED-23-3	PCBs	16’ Downstream
SED-23-4	PCBs	86’ Downstream
SED-23-7	SVOCs/PAHs	300’ Downstream
SED-23-9	PCBs, Metals (chromium)	780’ Downstream
SED-23-15	Metals (chromium)	1,300’ Downstream

2.2.1 Sediment Excavation and Disposal

Impacted sediment will be removed from the drainage conveyance in the approximate areas shown on **Figure 4 in Appendix A**. The impacted drainage conveyance *is not* a “blue line stream” on the U.S. Geological Survey Fort Oglethorpe topographic map (see **Figure 1 in Appendix A**).

Impacted sediment will be removed via excavation using a trackhoe excavator, or mini-excavator, along with a skid-steer loader to move soil at the land surface. Impacted sediment will be excavated to approximately 2-3 ft below the existing surface grade within the drainage conveyance.

2.2.2 Sediment Confirmation Sampling

Sediment confirmation samples will be collected from the bottom of the open excavation following removal of all apparently impacted material. Samples will be collected in accordance with EPA Region 4 LSASD "Sediment Sampling" field sampling procedures. Samples will be shipped on ice under chain of custody protocols to Eurofins Cleveland Laboratory in Cleveland (Barberton) Ohio, where they will be analyzed for concentrations of COCs specific to each area, using appropriate U.S. EPA laboratory analytical methods.

If laboratory analytical results indicate that sediment in previously excavated areas still contains COCs in excess of RRSs, or PCBs in excess of the 1.0 ppm level, this area will be over-excavated. Additional confirmation samples then will be collected from the over excavated area. This process of excavation, confirmation sampling, over-excavation, and re-sampling will continue until all sediment containing PCBs in excess of 1.0 ppm has been removed.

2.2.3 Site Restoration

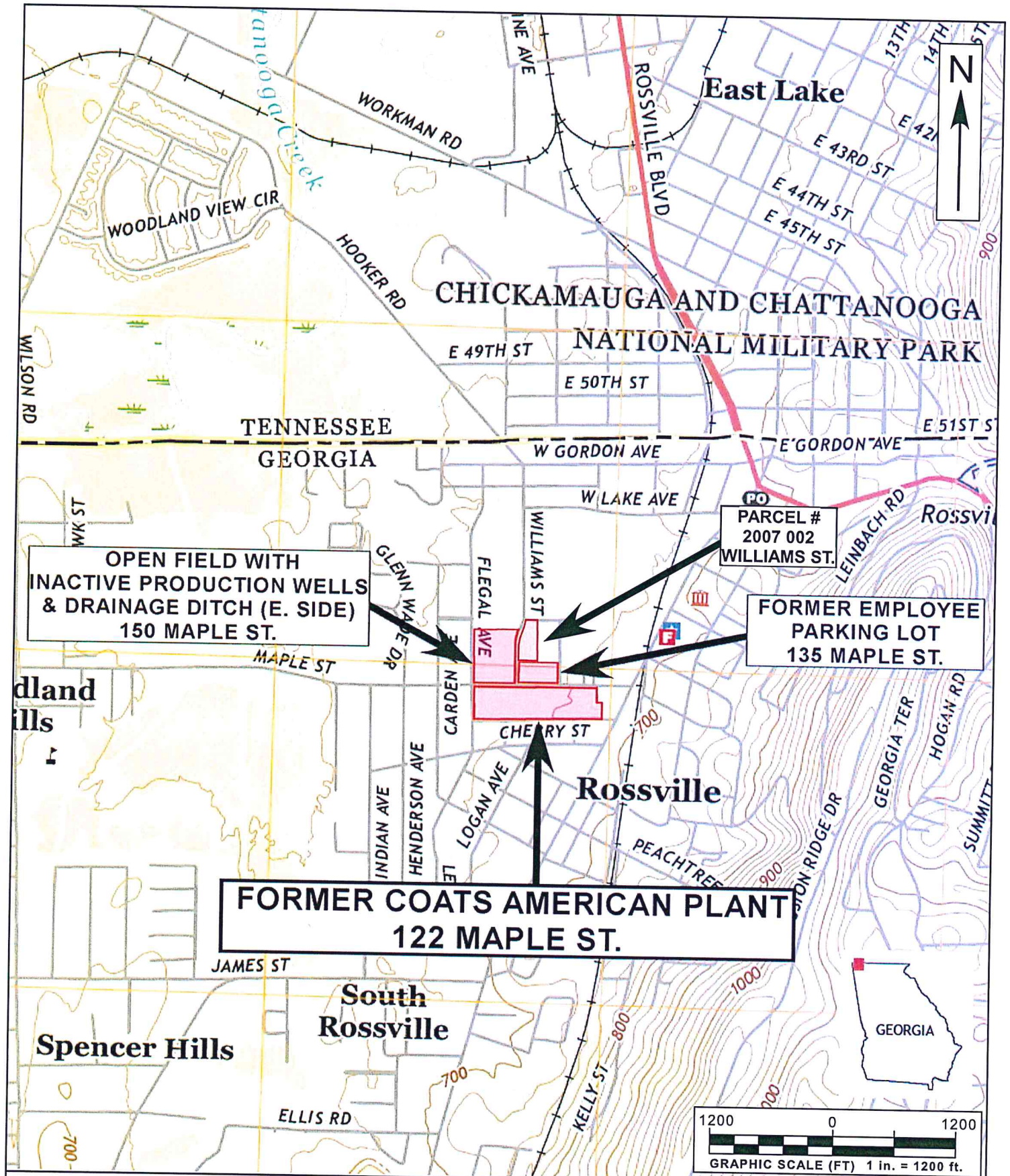
Areas disturbed by excavation on the banks of the drainage conveyance will be restored by placing grass seed, loose straw, and straw mats where necessary to stabilize these areas and help prevent erosion. Excavated areas within the bottom of the drainage conveyance channel will not be backfilled, but will be allowed to naturally infill by sediments transported from upstream areas.

2.4 Project Report Preparation

Once all of the accessible impacted soil is confirmed to have been removed from impacted areas on the former CAI plant campus, and impacted sediment has been removed from the drainage conveyance upstream and downstream of the plant, a Soil and Sediment Remediation Report will be prepared and submitted to the EPD RRP and U.S. EPA. The report will contain a narrative description of the work accomplished under the scope of this Remediation Work Plan, as well as supporting documentation including maps, data summary tables, disposal manifests, photographs, and laboratory analytical reports.

Appendix A

Figures



MARION ENVIRONMENTAL, INC.
115 PARMENAS LANE
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Web: www.marionenv.com

TOPOGRAPHIC VICINITY MAP

FORMER COATS AMERICAN INC.
122 MAPLE ST.,
ROSSVILLE, GA 30741

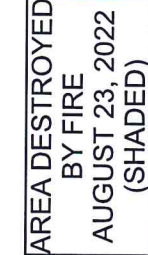
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APPROVED:	MAP DATE: 2020	FIGURE #: 1



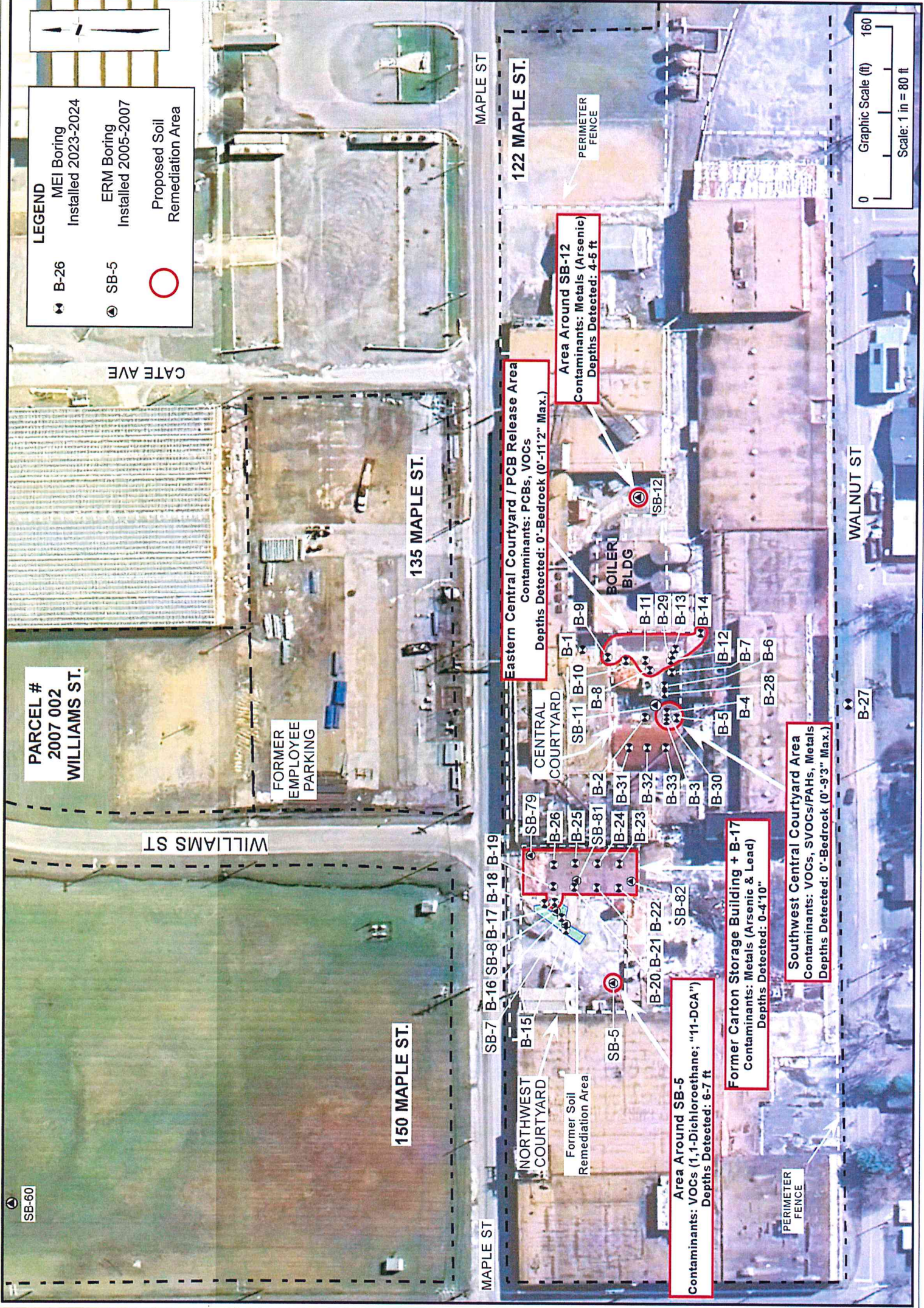
MARION ENVIRONMENTAL, INC.

PHOTO DATE: PROJECT:	N/A
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ON-SITE BUILDING INDEX



BUILDING INDEX - LEGEND					
NUMBER	DESCRIPTION	YEAR CONSTRUCTED	NUMBER	DESCRIPTION	YEAR CONSTRUCTED
1, 1A	Shipping Warehouse	1927, 1939	7	Boiler House	1925
1B	Shipping Warehouse	1951	8	Employee Entrance	?
1C	Storage	?	9	Texturizing	1965
1D	Passageway	?	9A	Toilets	?
1E	Toilets	?	10	Laboratory	1965
1F	Paint Storage	?	10A	Bleach House	1960
2, 2A	Ind. Winding	1927	11	Maintenance Shop	1960
3, 3A	Ind. Winding	1907, 1951	13	Quality Control	1950
3B	Passageway	?	14	Cone Storage	1940
3C	Winding Office	1951	15	Toilets	?
3D	Air Washer	?	17	Main Office	1930
4, 4A	Yarn Winding	1925, 1940	18	Receiving Warehouse	1940
4B	Air Washer	?	19	Finished Goods Warehouse	1968
4C	Passageway	?	19A	Loading Dock	?
5	Carton Storage	1925 (Est.)	20	Texturizing	1970
5A, 5B, 6	Dye House	1929, 1925, 1929	WHSE #1	Receiving Warehouse	1932-1951



LEGEND

SB-26

MEI Boring
Installed 2023-2024

SB-5

ERM Boring
Installed 2005-2007

Proposed Soil
Remediation Area

SOIL REMEDIATION LOCATIONS MAP

FORMER COATS AMERICAN INC.
122 MAPLE STREET
ROSSVILLE, WALKER COUNTY, GEORGIA 30741

PROJECT:	202178	PHOTO DATE:	02/2024
FACILITY ID #:	HSI 10825	SCALE:	1 in = 80 ft
FIGURE DATE:	10/28/2024	APPROVED:	

MARION ENVIRONMENTAL, INC.
115 PARMENAS LANE
CHATTANOOGA, TN 37405
423-499-4919
www.marionenv.com



FIGURE 3

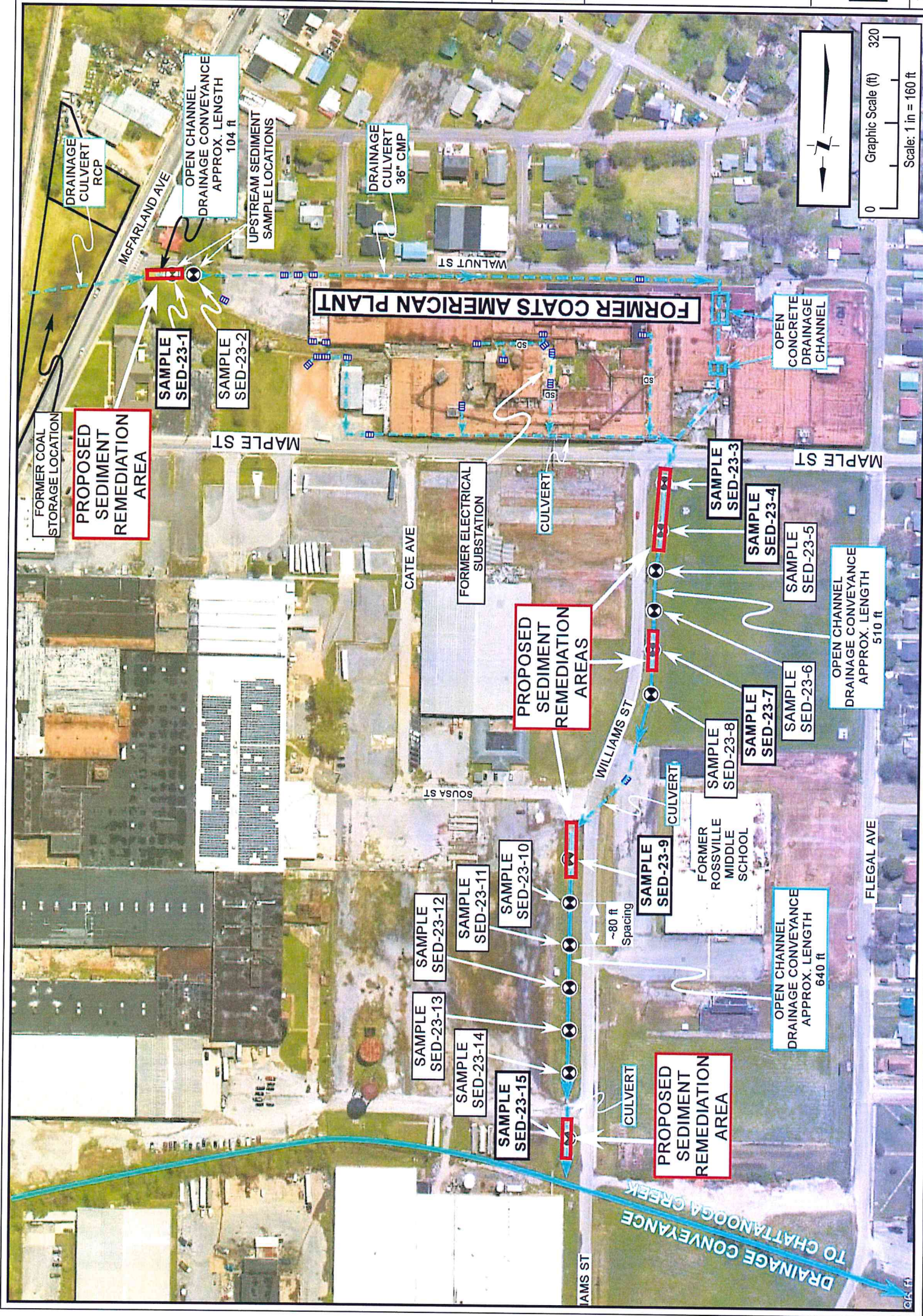
FIGURE 4



MARION ENVIRONMENTAL, INC.
115 PARMENAS LANE
CHATTAHOOGA, TN 37405
423-499-4919
www.marionenv.com

PHOTO DATE: 3/20/2022
SCALE: 1 in = 160 ft
APPROVED: HSI 10825
FACILITY ID #: 202178
PROJECT: SEDIMENT REMEDIATION LOCATIONS MAP
FIGURE DATE: 10/28/2024

FORMER COATS AMERICAN INC.
122 MAPLE STREET
ROSSVILLE, WALKER COUNTY, GEORGIA 30741



General Fund Expenditures										
Department Group	2023 Actual	2024 Actual	2025 Budget	2026 Department	2026 Suggested	Increase (Decrease)	Percent Change	Percent Budget		
Admin Office	\$ 1,399,672.18	\$ 1,321,198.61	\$ 1,667,664.00	\$ 1,773,560.00	\$ 1,834,500.00	\$ 166,836.00	10.004%	4.925%		
IT	\$ 1,067,697.88	\$ 1,138,499.37	\$ 1,231,350.00	\$ 1,217,318.00	\$ 1,101,000.00	\$ (130,350.00)	-10.586%	2.956%		
Elections	\$ 394,842.34	\$ 475,757.98	\$ 497,460.00	\$ 572,850.00	\$ 536,000.00	\$ 38,540.00	7.747%	1.439%		
Health Clinic	\$ 151,235.59	\$ 153,349.51	\$ 160,000.00	\$ 160,000.00	\$ 160,000.00	\$ -	0.000%	0.430%		
Tax Commissioner	\$ 1,274,311.01	\$ 1,274,558.21	\$ 1,511,000.00	\$ 1,649,880.00	\$ 1,635,000.00	\$ 124,000.00	8.206%	4.389%		
Tax Assessor	\$ 1,492,284.61	\$ 1,570,441.46	\$ 1,712,701.00	\$ 1,823,826.00	\$ 1,810,000.00	\$ 97,299.00	5.681%	4.859%		
Liability Insurance and Fees	\$ 634,435.34	\$ 679,880.20	\$ 690,000.00	\$ 835,000.00	\$ 694,000.00	\$ 4,000.00	0.580%	1.863%		
Building and Maintenance	\$ 2,155,186.48	\$ 1,958,526.97	\$ 2,300,150.00	\$ 2,300,150.00	\$ 2,226,000.00	\$ (74,150.00)	-3.224%	5.976%		
Records Maintenance	\$ 50,425.11	\$ 48,329.47	\$ 127,525.00	\$ 75,722.00	\$ 66,000.00	\$ (61,525.00)	-48.245%	0.177%		
Superior Court	\$ 192,588.70	\$ 163,523.08	\$ 169,475.00	\$ 177,430.00	\$ 290,000.00	\$ 120,525.00	71.117%	0.779%		
Clerk Of Sup. Court and BOE	\$ 996,618.16	\$ 1,039,605.50	\$ 1,055,125.00	\$ 1,345,905.00	\$ 1,200,000.00	\$ 144,875.00	13.731%	3.221%		
District Attorney	\$ 507,583.86	\$ 654,014.53	\$ 779,817.00	\$ 932,161.00	\$ 852,000.00	\$ 72,183.00	9.256%	2.287%		
State Court and Solicitor	\$ 598,449.57	\$ 625,762.34	\$ 632,200.00	\$ 632,200.00	\$ 645,000.00	\$ 12,800.00	2.025%	1.732%		
Magistrate Court	\$ 441,264.35	\$ 438,072.17	\$ 491,912.00	\$ 548,564.00	\$ 545,000.00	\$ 53,088.00	10.792%	1.463%		
Probate Court	\$ 341,495.39	\$ 342,196.96	\$ 413,150.00	\$ 495,050.00	\$ 446,000.00	\$ 32,850.00	7.951%	1.197%		
Juvenile Court	\$ 502,877.30	\$ 553,231.56	\$ 542,150.00	\$ 542,150.00	\$ 539,500.00	\$ (2,650.00)	-0.489%	1.448%		
Public Defender	\$ 345,821.19	\$ 383,162.61	\$ 390,106.00	\$ 412,262.05	\$ 412,300.00	\$ 22,194.00	5.689%	1.107%		
Code Enf. Build. Insp. Planning and Zoning	\$ 535,861.91	\$ 520,218.63	\$ 701,800.00	\$ 784,993.00	\$ 780,000.00	\$ 78,200.00	11.143%	2.094%		
Animal Services- Control and Shelter	\$ 806,270.84	\$ 870,692.26	\$ 970,050.00	\$ 994,550.00	\$ 875,000.00	\$ (95,050.00)	-9.798%	2.349%		
Sheriff Department	\$ 9,519,306.45	\$ 10,003,235.50	\$ 11,665,576.00	\$ 12,736,907.00	\$ 12,301,000.00	\$ 635,424.00	5.447%	33.023%		
Ambulance Services	\$ -	\$ -	\$ 350,000.00	\$ 350,000.00	\$ 250,000.00	\$ (100,000.00)	-28.571%	0.671%		
Coroner	\$ 115,654.57	\$ 118,270.99	\$ 147,273.00	\$ 167,000.00	\$ 132,000.00	\$ (15,273.00)	-10.371%	0.354%		
Emergency Management	\$ 112,599.95	\$ 99,895.18	\$ 81,075.00	\$ 197,926.00	\$ 152,000.00	\$ 70,925.00	87.481%	0.408%		
Highways and Roads	\$ 2,221,161.52	\$ 2,572,051.06	\$ 2,986,740.00	\$ 5,489,748.00	\$ 3,398,000.00	\$ 411,260.00	13.770%	9.122%		
Closure and Post Closure	\$ 57,368.92	\$ 48,173.12	\$ 70,000.00	\$ 60,000.00	\$ 70,000.00	\$ -	0.000%	0.188%		
Maintenance and Shop	\$ 584,590.93	\$ 548,528.96	\$ 856,325.00	\$ 555,690.00	\$ 734,000.00	\$ (122,325.00)	-14.285%	1.970%		
Public Welfare (MOW, Senior Cent, DFCS)	\$ 186,487.71	\$ 260,659.66	\$ 286,655.00	\$ 248,000.00	\$ 254,000.00	\$ (32,655.00)	-11.392%	0.682%		
Civic Center	\$ 144,842.97	\$ 157,015.85	\$ 224,450.00	\$ 369,137.00	\$ 329,200.00	\$ 104,750.00	46.670%	0.884%		
Recreation	\$ 27,498.20	\$ 43,298.09	\$ 57,500.00	\$ 124,930.00	\$ 125,000.00	\$ 67,500.00	117.391%	0.336%		
Library	\$ 312,000.00	\$ 324,000.00	\$ 360,000.00	\$ 360,000.00	\$ 390,000.00	\$ 30,000.00	8.333%	1.047%		
Historic, Marsh, Ag and Forest	\$ 104,275.83	\$ 123,441.16	\$ 147,965.00	\$ 148,665.00	\$ 143,500.00	\$ (4,465.00)	-3.018%	0.385%		
Economic Development	\$ 247,136.99	\$ 175,947.84	\$ 222,357.00	\$ 223,519.00	\$ 169,000.00	\$ (53,357.00)	-23.996%	0.454%		
Transfers to Other Funds	\$ 3,731,588.03	\$ 13,666,840.03	\$ 1,303,088.00	\$ 4,273,211.00	\$ 2,155,000.00	\$ 851,912.00	65.376%	5.785%		
	\$ 31,253,433.88	\$ 42,352,378.86	\$ 34,802,639.00	\$ 42,578,304.05	\$ 37,250,000.00	\$ 2,447,361.00	7.032%	100.000%		

E911 Fund	\$	1,391,851.67	\$	1,472,382.40	\$	1,597,000.00	\$	2,675,420.00	\$	1,860,000.00	\$	263,000.00	16.468%
Transfer from Gen Fund	\$	154,839.65	\$	187,834.01	\$	344,300.00	\$	1,412,720.00	\$	500,000.00	\$	155,700.00	45.2222%
Revenue	\$	1,237,012.02	\$	1,290,349.16	\$	1,252,700.00	\$	1,252,700.00	\$	1,280,000.00	\$	27,300.00	2.179%
Fire and Rescue Fund	\$	5,342,726.89	\$	5,505,825.96	\$	6,305,000.00	\$	7,866,200.00	\$	7,604,200.00	\$	1,299,200.00	20.606%
Transfer from Gen Fund	\$	1,199,427.96	\$	856,783.24	\$	-	\$	1,616,200.00	\$	1,150,000.00	\$	1,150,000.00	#DIV/0!
Revenue	\$	5,342,726.89	\$	5,920,506.90	\$	5,955,000.00	\$	6,250,000.00	\$	6,250,000.00	\$	295,000.00	4.954%
Hotel Motel Tax	\$	605,014.70	\$	452,311.66	\$	1,772,000.00	\$	1,772,000.00	\$	1,772,000.00	\$	-	0.0000%
Revenue	\$	431,883.18	\$	837,446.62	\$	1,772,000.00	\$	1,772,000.00	\$	1,772,000.00	\$	-	0.0000%
Landfill	\$	2,226,125.39	\$	2,319,230.85	\$	2,685,865.00	\$	2,470,617.00	\$	2,470,617.00	\$	(215,248.00)	-8.014%
Revenue	\$	2,392,941.13	\$	2,284,154.52	\$	2,685,865.00	\$	2,470,617.00	\$	2,470,617.00	\$	(215,248.00)	-8.014%
Transit	\$	1,217,206.26	\$	1,181,862.67	\$	1,649,869.00	\$	1,788,432.00	\$	1,708,432.00	\$	58,563.00	3.550%
Transfer From General	\$	522,990.69	\$	632,814.71	\$	547,650.00	\$	896,566.00	\$	500,000.00	\$	(47,650.00)	-8.701%
Revenue	\$	708,556.00	\$	551,519.18	\$	1,102,219.00	\$	931,838.00	\$	1,102,219.00	\$	-	0.000%



ORDINANCE O-02-25

AN ORDINANCE AMENDING CERTAIN SECTIONS OF CHAPTER 22 OF THE CODE OF WALKER COUNTY, GEORGIA REGARDING LAND DEVELOPMENT; TO PROVIDE FOR AN EFFECTIVE DATE; TO REPEAL ANY AND ALL CONFLICTING ORDINANCES AND PARTS OF ORDINANCES; TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE FOR OTHER PURPOSES

WHEREAS, Walker County desires to amend its Land Development Code to provide clarity regarding the public hearing procedure for zoning and other planning related matters that require action; and

WHEREAS, these public hearing procedures exceed the State of Georgia's minimum due process requirements;

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

1.

ARTICLE IV. ZONING, DIVISION 1: GENERALLY; Section 22-97 is amended in its entirety as follows:

~~Sec. 22-97. Amendments.~~

~~The Governing Authority taking action resulting in adoption of an amendment to this article shall provide for a public hearing on the proposed action. At least 15 but not more than 45 days prior to the date of the hearing, the Governing Authority shall cause to be published within a newspaper of general circulation within the territorial boundaries of the County a notice of the hearing, stating the time, place, and purpose of the hearing.~~

Sec. 22-97. - Amendments.

Before enacting an amendment to this article, the Planning Commission and the Governing Authority shall each hold a public hearing on the proposed action. At least 15 but not more than 45 days prior to the date of the public hearings, the Director of Planning shall cause to be published within a newspaper of general circulation within the territorial boundaries of the County a notice of each hearing. The notice shall state the time, place and purpose of the hearing. The notice shall also include the location of the property, the present zoning classification of the property, and the proposed zoning classification of the property. A sign containing the required public notice information shall be placed in a conspicuous location on the property not less than 15 days prior to the date of the hearing, nor more than 45 days before the hearing.

2.

ARTICLE IV. ZONING, DIVISION 1: GENERALLY; Section 22-109 is amended in its entirety as follows:

~~Sec. 22-109. Amendments Public hearing procedure.~~

~~(a) Before enacting an amendment to this article, the Planning Commission shall hold a public hearing thereon. At least 15 but not more than 45 days prior to the date of the public hearing, the Planning Commission shall cause to be published within a newspaper of general circulation within the County a notice of the hearing. The notice shall state the time, place and purpose of the hearing. The notice shall also include the location of the property, the present zoning classification of the property, and the proposed zoning classification of the property. A sign containing the required public notice information shall be placed in a conspicuous location on~~



the property not less than 15 days prior to the date of the hearing, nor more than 45 days before the hearing.

(b) The Planning Commission shall hold a public hearing on each application for an amendment pursuant to this article in accordance with a schedule adopted by the Commission. As to each application, the Planning Commission shall make a recommendation for approval, denial, or deferral, or no recommendation. A written report and recorded transcript of the Planning Commission's recommendation shall be submitted to the Commissioner and shall be a public record. The Planning Commission's action may recommend amendments to the applicant's request which would reduce the land area for which the application is made, change the district requested and recommend conditions of rezoning which may be deemed advisable so that the purpose of this article will, if applicable, be served, and health, public safety and general welfare secured. An applicant may withdraw the application at any time prior to the vote by the Planning Commission, but may not resubmit an application for the same amendment for a period of 6 months from the date of withdrawal.

(1) All persons who wish to address the Planning Commission at a hearing on the proposed amendment under consideration by the Planning Commission shall first sign up on a form to be provided by the County prior to the commencement of the hearing.

(2) Each speaker shall be allowed 3 minutes to address the Planning Commission concerning the amendment then under consideration, unless the Planning Commission, by $\frac{2}{3}$ vote of the members present, prior to or at the time of the reading of the proposed amendment, vote to allow additional time in which to address the Commission on said proposed amendment. The speaker may initially use all of the time allotted to him to speak or he may speak and reserve a portion of his allotted time for rebuttal. One member of the Planning Commission shall be designated as the timekeeper to record the time expended by each speaker.

(3) Each speaker shall speak only to the merits of the proposed amendment under consideration and shall address his remarks only to the members of the Planning Commission. Each speaker shall refrain from personal attacks on any other speaker or the discussion of facts or opinions irrelevant to the proposed amendment under consideration. The chair may limit or refuse a speaker the right to continue, if the speaker, after first being cautioned, continues to violate this subsection.

(4) Nothing contained herein shall be construed as prohibiting the chair from conducting the hearing in an orderly and decorous manner to ensure that the public hearing on a proposed amendment is conducted in a fair and orderly manner.

(c) Before taking action on a proposed amendment and after receipt of the Planning Commission's recommendations, the County Board of Commissioners shall hold a public hearing on the proposed amendment made pursuant to this article. At the public hearing, the County Board of Commissioners shall review the analysis submitted by the initiating party, and the recommendation prepared by the Planning Commission. So that the purpose of this article will be served, and health, public safety and general welfare secured, the County Board of Commissioners may approve or deny the application, reduce the land area for which the application is made, change the district or land use category requested, add or delete conditions of the application, or allow an application to be withdrawn; provided, however, that an application for the same amendment may not be resubmitted for a period of 6 months from the date of withdrawal. An action by the County Board of Commissioners to defer the application shall include a statement of the date and time of the next meeting at which the application will be considered, which statement shall constitute public notice of the hearing on the application and no further notice, such as that required by this section, is required.

(1) All comments concerning a proposed zoning decision under consideration by the County Board of Commissioners shall be in writing prior to the commencement of the hearing. The only exception will be the applicant who has filed the zoning request.

(2) The County Board of Commissioners will read the proposed zoning decision under consideration and the departmental reviews pertaining thereto along with the recommendation of the Planning Commission, prior to receiving additional input on said proposed zoning decision. Proposed zoning decisions shall be called in the order in which they were filed.

(3) The County Board of Commissioners shall then call on the applicant to speak.

(4) The applicant shall be allowed 5 minutes to address the County Board of Commissioners concerning the zoning decision then under consideration, unless the County Board of Commissioners, prior to or at the time of the reading of the proposed



zoning decision, allows additional time in which to address the County Board of Commissioners on said proposed zoning decision. The applicant may initially use all of the time allotted to him to speak or he may speak and reserve a portion of his allotted time for rebuttal. A member of the County Board of Commissioners' staff shall be designated as the timekeeper to record the time expended by the applicant.

(5) The applicant shall speak only to the merits of the proposed zoning decision under consideration and shall address his remarks only to the County Board of Commissioners. The applicant shall refrain from personal attacks on any other person or the discussion of facts or opinions irrelevant to the proposed zoning decision under consideration. The County Board of Commissioners may limit or refuse the applicant the right to continue, if the applicant, after first being cautioned, continues to violate this subsection.

(6) Nothing contained herein shall be construed as prohibiting the County Board of Commissioners from conducting the hearing in an orderly and decorous manner to ensure that the public hearing on a proposed zoning decision is conducted in a fair and orderly manner.

Sec. 22-109. - Amendments-Public hearing procedure.

- (a) The public hearing shall be called to order by the presiding officer, who shall explain the procedure to be followed in the public hearing. The presiding officer will read the zoning request under consideration and shall call each proposal in the order in which it was published on the meeting agenda.
- (b) The petitioner or petitioner's agent shall be recognized by the presiding officer first and shall be permitted to present and explain the zoning request. Thereafter, all individuals who so desire, shall be permitted to speak in favor of the zoning decision.
- (c) After all individuals have had an opportunity to speak in accordance with Section 22-109(b), those individuals present at the public hearing who wish to speak in opposition to the zoning request shall have an opportunity to speak.
- (d) A time limit of twelve (12) minutes shall be imposed upon the total number of people who wish to speak in favor of the zoning request, including the initial presentation of the petitioner. Thereafter, a time limit of twelve (12) minutes shall be imposed on the total number of people who wish to speak in opposition of the zoning request.
- (e) Each side may allocate its twelve (12) minute period among any number of speakers, provided that the presentation by all speakers for each side shall not exceed twelve (12) minutes per side.
- (f) Neither side will be required to use all of its twelve (12) minute period.
- (g) When any person wishes to speak at a public hearing, that person shall raise his/her hand and, after being recognized by the presiding officer, shall stand and state his/her name and address, and make any comment appropriate to the zoning request.
- (h) Each speaker shall speak only to the merits of the proposed amendment under consideration and shall address his remarks only to the members of the body conducting the hearing. Each speaker shall refrain from personal attacks on any other speaker or the discussion of facts or opinions irrelevant to the proposal under consideration. The presiding officer may limit or refuse a speaker the right to continue, if the speaker, after first being cautioned, continues to violate this subsection.
- (i) Thereafter, the presiding officer shall announce that no further comments from the public or petitioner concerning the zoning request shall be received and the public hearing shall be closed.
- (j) Nothing contained herein shall be construed as prohibiting the presiding officer from conducting the hearing in an orderly and decorous manner to ensure that the public hearing on a zoning request is conducted in a fair and orderly manner.
- (k) Following the public hearing, the body that conducted the hearing may approve or deny the application, reduce the land area for which the application was made, change the district or land use category requested, add or delete conditions of the application, or allow an application to be withdrawn verbally or in writing; provided, however, that an application for the same amendment may not be resubmitted for a period of six months from the date of withdrawal. An action to defer the application shall include a



statement of the date and time of the next meeting, at which the application will be considered. Said statement shall constitute public notice of the hearing on the application and no further notice, such as that required by this section, is required.

3.

ARTICLE IV. ZONING, DIVISION 1: GENERALLY; Section 22-111(b)(2) is amended in its entirety as follows:

~~(2) All applicants requesting a zoning change shall notify each owner and, if applicable, each lessee of the abutting property and each lessee with an interest in the property for which the change in zoning is sought by mailing to each such person a copy of the application for zoning change by registered mail, return receipt requested.~~

(2) All applicants requesting a zoning change shall notify each owner and, if applicable, each lessee of the abutting property and each lessee with an interest in the property for which the change in zoning is sought by mailing to each such person a copy of the application for zoning change by mail.

4.

ARTICLE IV. ZONING, DIVISION 1: GENERALLY; Section 22-113 is amended to include the following:

(c) The public hearing procedure for variance requests shall be conducted in the same manner set forth in Section 22-109.

5.

ARTICLE IV. ZONING, DIVISION 5. -SPECIAL USES AND PERMITS; Section 22-281 is amended to include the following:

(d) Any action taken by the Planning Commission regarding the issuance of a special use permit shall be recommended to the County Board of Commissioners for a final decision.

6.

ARTICLE IV. ZONING, DIVISION 1: GENERALLY; Section 22-384(6) is amended in its entirety as follows:

~~(6) In the event the Planning Commission denies an application, then the applicant, within 15 days of such decision, may file an appeal, which request must be in writing, with the Planning Commission, which, after affording the applicant notice and a public hearing, shall either grant the application or deny it. Any appeal from a decision of the Planning Commission should be filed with the Board of Commissioners.~~

(6) In the event the Director of Planning denies an application, then the applicant, within 15 days of such decision, may file an appeal, which must be in writing, with the Planning Commission, which, after affording the applicant notice and a public hearing in accordance with Section 22-109, shall either grant the application or deny it. An appeal of a decision of the Planning Commission may be filed with the County Clerk for consideration before the Board of Commissioners, which shall make the final decision.

7.

ARTICLE IV. ZONING, DIVISION 1: GENERALLY; Section 22-386(c) is amended in its entirety as follows:



~~(e) If an application is denied, then the applicant, within 15 days of such decision, may file an appeal, which request must be in writing, with the Planning Commission, who, after affording the applicant notice and a public hearing, shall either grant the application or deny it, and such decision shall be final.~~

(c) If an application is denied, then the applicant, within 15 days of such decision, may file an appeal, which must be in writing, with the Planning Commission, who, after affording the applicant notice and a public hearing in accordance with Section 22-109, shall either grant the application or deny it. An appeal of a decision of the Planning Commission may be filed with the County Clerk for consideration before the Board of Commissioners, which shall make the final decision.

8.

ARTICLE IV. ZONING, DIVISION 1: GENERALLY; Section 22-387(4) is amended in its entirety as follows:

~~(4) If a permit application is denied, then the applicant, within 15 days of such decision, may file an appeal, which request must be in writing, with the Planning Commission, who, after affording the applicant notice and a public hearing, shall either grant the application or deny it, and such decision shall be final.~~

(4) If a permit application is denied, then the applicant, within 15 days of such decision, may file an appeal, which must be in writing, with the Planning Commission, who, after affording the applicant notice and a public hearing in accordance with Section 22-109, shall either grant the application or deny it. An appeal of a decision of the Planning Commission may be filed with the County Clerk for consideration before the Board of Commissioners, which shall make the final decision.

9.

This ordinance is effective immediately upon its adoption.

10.

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

11.

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

12.

In the event that a scrivener's error(s) shall be discovered in the amendment language after the adoption hereof, the Board hereby authorizes and directs that each such scrivener's error shall be corrected without additional Board action.

PASSED AND ADOPTED this ____ day of _____, 2025.



ATTEST:

WALKER COUNTY, GEORGIA

Lisa Richardson, County Clerk

ANGELA TEEMS, Chairwoman

(SEAL)

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

DRAFT



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

☐ Rezone ☐ Conditional Use Variance ☐ Variance

Current Zoning:	Requested Change:	
Map & Parcel	Date:	Fee:

Applicant/Owner & Phone: Walker County

Street Name & Number: _____

Mailing Address: _____ AMENDMENTS TO LAND DEVELOPMENT REGULATIONS:

City, State, Zip Code: _____ 1. Amendments to Land Development Regulations Chapter 22:
Article IV. Zoning, Division 1, Generally Section 22-97
Article IV. Zoning, Division 1, Generally Section 22-109
Request: _____ Article IV. Zoning, Division 1, Generally Section 22-111(b)(2)
Article IV. Zoning, Division 1, Generally Section 22-113
Article IV. Zoning, Division 5, Special Uses and Permits Section 22-281
Article IV. Zoning, Division 1, Generally Section 22-384(6)
Article IV. Zoning, Division 1, Generally Section 22-386(c)
Article IV. Zoning, Division 1, Generally Section 22-387(4)

PLANNING COMMISSION RECOMMENDATION:

_____ ☐ APPROVED AS SUBMITTED

_____ ☐ APPROVED WITH CONDITIONS

_____ ☐ TABLED

6-26-2025 ☒ DENIAL

Zack Chapman a motion to fully deny these recommendations. Todd Holt seconded the motion. The motion to deny was unanimous. The motion to deny 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;

- 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 filling 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: _____

APPLICANT/OWNER

DATE



**Walker County
Planning Commission Meeting**

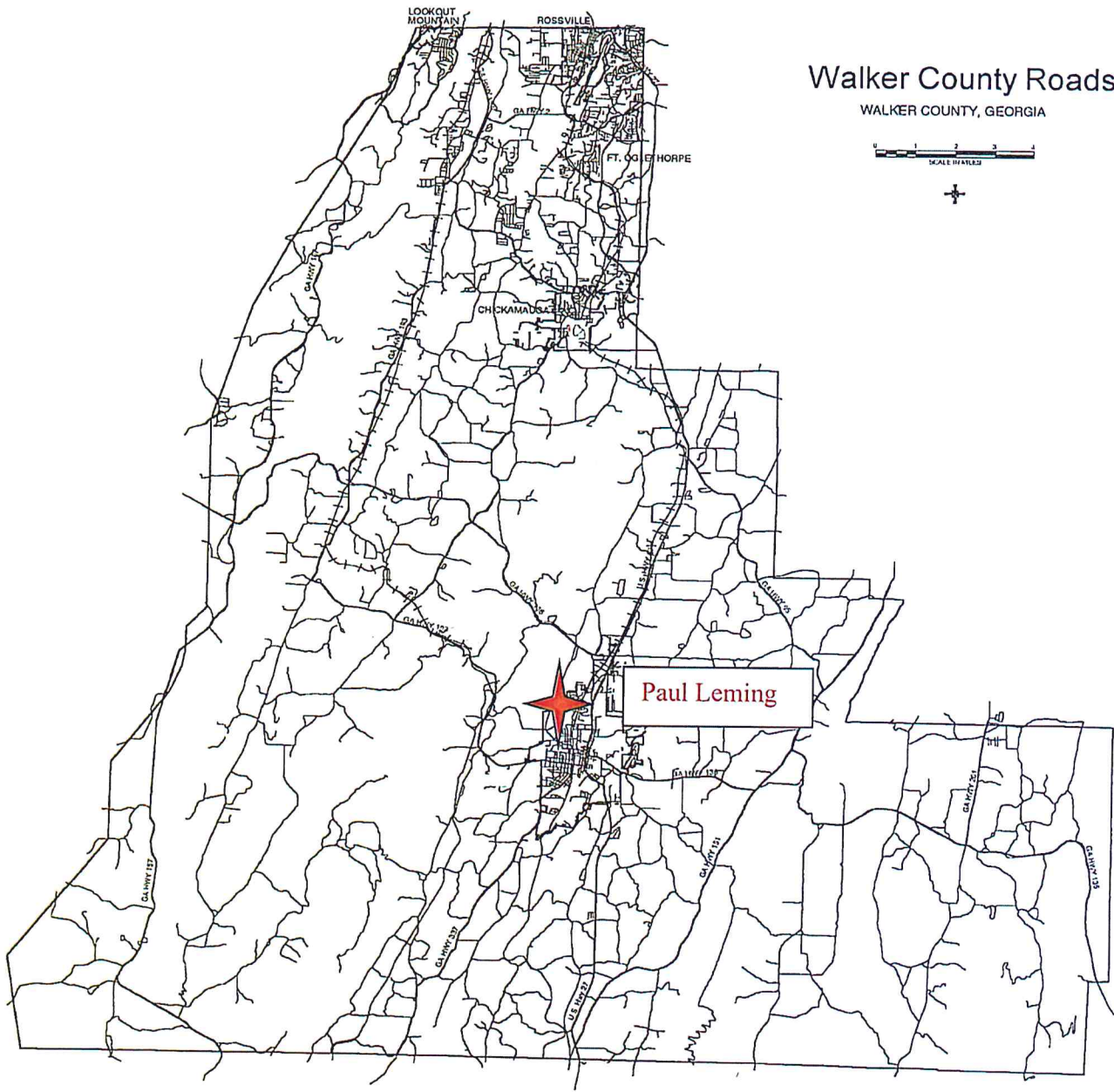
June 26, 2025

6:00 P.M.

Walker County Civic Center

AGENDA

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. READING AND APPROVAL OF MINUTES FOR MAY 15, 2025 MEETING**
- IV. MOTION TO OPEN PUBLIC HEARING:**
- V. NEW BUSINESS:**
 - A. VARIANCE:**
 - 1. Paul Leming:** Requests a variance for less than five acres in an A-1 (Agricultural) zone for property located at 0 Old Mineral Springs Road LaFayette, GA. 30728. Tax map & parcel number 0-315-001.
 - B. AMENDMENTS TO LAND DEVELOPMENT REGULATIONS:**
 - 1. Amendments to Land Development Regulations Chapter 22:**
 - Article IV. Zoning, Division 1, Generally Section 22-97
 - Article IV. Zoning, Division 1, Generally Section 22-109
 - Article IV. Zoning, Division 1, Generally Section 22-111(b)(2)
 - Article IV. Zoning, Division 1, Generally Section 22-113
 - Article IV. Zoning, Division 5, Special Uses and Permits Section 22-281
 - Article IV. Zoning, Division 1, Generally Section 22-384(6)
 - Article IV. Zoning, Division 1, Generally Section 22-386(c)
 - Article IV. Zoning, Division 1, Generally Section 22-387(4)
- VI. MOTION TO CLOSE PUBLIC HEARING:**
- VII. MOTION TO GO INTO NEW BUSINESS:**
 - A. Paul Leming**
 - B. Amendments to Land Development Regulations**
- VIII. ADJOURNMENT:**



Walker County Roads
WALKER COUNTY, GEORGIA





Walker County Planning Commission
Minutes

May 15, 2025

Walker County Civic
Center
6:00 PM

ATTENDEES:

Planning Commission Members

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

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 APRIL 17, 2025 MEETING MINUTES:

Chairman Pittman asked if there was a motion to approve the April 17th minutes. Will Ingram made a motion to approve the minutes as is. Stan Porter seconded the motion to approve. The vote to approve was unanimous. Motion to approve carried.

IV. MOTION TO OPEN THE PUBLIC HEARING:

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

V. PUBLIC HEARING:

New Business:

1. Garfield Dickson: Chairman Pittman asked if Mr. Dickson was present. Garfield Dickson came forward and stated that he no longer ran a business out of the building and that when it is passed along to his children and grandchildren it would be easier to deal with if it was zoned residential. Will Ingram asked Mr. Dickson how large the property was, and he stated about five eighths of an acre. Will Ingram asked if the building was just empty and Mr. Dickson said that he just stores some of his dad's antique cars in it. Todd Holt asked Mr. Dickson if he had any plans for it and he said no. Chairman Pittman asked if anyone else had any questions and there were none.

2. Wanda Darlene Myers: Chairman Pittman asked if anyone was present for Ms. Myers. Mr. Tim Woodall came forward and stated that he was her realtor and would be representing her. He stated that the property was split up into three locations and that the larger piece seems like a good spot for a gas station. He said that there was a church across from Park City Road and that most gas stations sell alcoholic beverages and that they may have to arrange the building so it would meet the 300 foot door to door setback. Kristy Parker asked if the only section that they wanted the rezone for was the larger piece between Taylor Street and Hwy 2 and Mr. Woodall said yes. Jon Pursley explained that across Hwy 2 was all commercial. Chairman Pittman stated that the Planning Commission would not have any say in if alcohol would be allowed at that location or not because that would have to be approved by the Beverage Board. Will Ingram stated that the Comprehensive Plan allows for commercial but discourages franchise corporate architecture designs. Has the buyer looked at doing something other than the "gas station" look? Mr. Woodall stated that if the buyer wanted to build a gas station then it would look like a gas station. John Morehouse stated that he went by the property, and it looks very steep going up the hill and Mr. Woodall stated that it does get flatter at the top. Mr. Woodall stated that the house on the property is in really bad shape. Jon Pursley said that Codes had been talking to the owner about the house and agreed that it was in bad shape. Cindy Askew asked if there would be provisions put in place to have a fence or something to divide that residential part from the commercial due to the house being next door. Mr. Woodall stated that they have not gotten that far in the process yet. Cindy Askew also brought up that she felt like it would be a good idea to only have one entrance coming off Park City Road and not use Taylor Street as a second entrance. Jon Pursley brought up that the county may look at requiring the buyer to work with the Road Department in making sure the entrance is satisfactory for more traffic.

3. Jaxen Abbasi: Chairman Pittman stated that there was a couple of people that signed up to speak. Mr. Michael Brown came forward and stated that he was in opposition of this request. He was concerned about the impact it would have on the neighborhood. He said that he felt like she had already made an impact on the neighborhood by building a privacy fence. He stated that none of the other properties have a fence and that was what he liked about the area. He was also concerned about the traffic that uses Holly Drive. Ms. Kristin

Rodriguez came forward and stated that she lives right beside this property. She is concerned because she has small children and is afraid that they could get loose and possibly bite them. She said she was also concerned about the barking and extra traffic on the road. Chairman Pittman then called Ms. Abbasi up and she read a letter that she wrote about where she had her last kennel. She stated that drop off and pick up would be by appointment only and that most of the dogs are elderly. She said that the dogs would never be out unless she was outside with them and if they were to start backing they would be taken back in. Jon Pursley stated that the Board had a letter in front of them from our Animal Control Director Bailey Clements and that she had been to the property and talked to the Department of Ag and stated that she would feel comfortable with the Board granting this variance. Stan Porter asked if this property was the same size as where she previously had her kennel and she stated that property was a little more rural. Cindy Askew asked if she would be on site at all times and she said yes unless she had to run an errand and then all the animals would be inside.

VII: MOTION TO CLOSE PUBLIC HEARING:

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

VIII: MOTION TO OPEN NEW BUSINESS:

Chairman Pittman asked if there was a motion to open the new business. Ohn Morehouse made a motion to open new business. Will Ingram seconded the motion. The vote was unanimous. The motion to open new business carried.

IX: NEW BUSINESS:

1. Garfield Dickson: Chairman Pittman asked if there was a motion. John Morehose made a motion to approve the rezone. Stan Porter seconded the motion to approve. The vote was unanimous. The motion to approve carried.

2. Wanda Darlene Myers: Chairman Pittman asked if there was a motion. Stan Porter made a motion to approve with the conditions that a fence or landscaping be put up on the residential side of the property and that the entrance design be approved by the Road Superintendent. Todd Holt seconded the motion to approve with conditions. The vote was unanimous. The motion to approve with conditions carried.

3. Jaxen Abbasi: Chairman Pittman asked if there was a motion. Will Ingram made a motion to deny due to the proximity of the neighboring houses. Todd Holt seconded the motion to deny. The motion to deny was unanimous with Rob Walthour abstaining from the vote. The motion to deny carried.

XIV: ADJOURNMENT:

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

Date Submitted:	_____	Planning Commission Chairman
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Date Submitted:	_____	Planning Commission Secretary
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Date Submitted:	_____	Planning Commission Director
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WALKER COUNTY
PLANNING & DEVELOPMENT
AGENDA ITEM

Owner: Paul Leming

Petitioner: same

Location of Property: 0 Old Mineral Springs Road
LaFayette, GA. 30728

Tax map & parcel number 0-315-001

	PC Meeting Date:	6/26/2025
	Present Zoning:	A-1 (Agricultural)
APPLICANT’S INTENT:	Requesting to divide off 2.96 acres from the 12.96-acre tract in an A-1 zone for his niece to build on.	
DETAILS OF REQUEST:	The Comprehensive Plan shows an Agricultural/Forestry Area that suggests limited new development and goes against the Land Development Regulations which requires five acre lots.	

Projected Area:





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

☐ Rezone ☐ Conditional Use Variance ☐ Variance

Current Zoning:	Requested Change:	
A1	Variance of Acreage	
Map & Parcel	Date:	Fee:
0315 001	5-2-2025	150.00

Applicant/Owner & Phone: Paul Leming 206-264-7026
Street Name & Number: Old Mineral Springs Road
Mailing Address: 2940 Old Mineral Springs Road
City, State, Zip Code: Lafayette, GA. 30228
Request: We have 12.96 Acres Convey Program
That we use for Hay Production. My wife would
like to build a house on 2.96 Acres

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 35-67A 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:

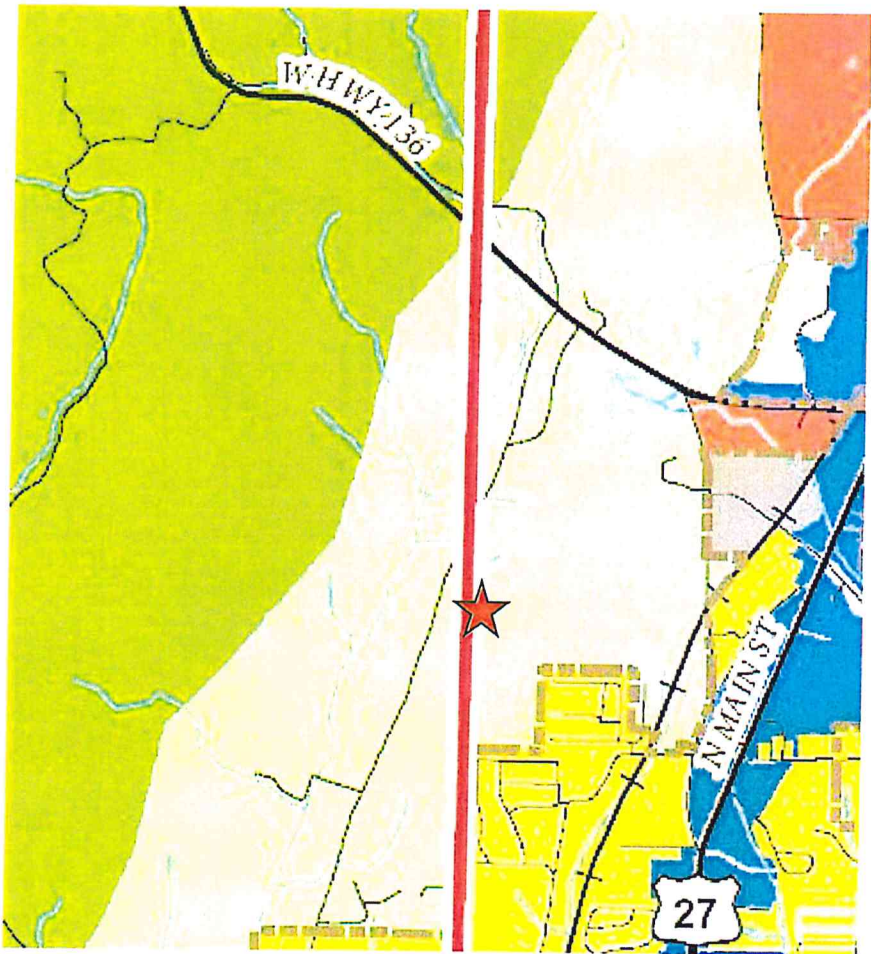
Paul Leming
APPLICANT/OWNER

5-2-2025
DATE

Zoning Map:



Future Land Use Map:



- Roads
- Highways
- Railroads
- Rivers & Streams
- Lakes & Ponds
- City Limits
- Crossroad Community

Character Areas

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

Agricultural/Forestry: Walker County

Description: Sparsely settled open areas containing farms, woods, and cultivation.



Figure 48. Hwy 193 near Nickajack Rd.

Suggested Development Strategy:

1. Limit new development
2. Protect farmland and open space
3. Promote use of conservation easements by landowners
4. Limit the number of residential subdivisions, requiring cluster or conservation subdivision design
5. Restrict commercial and residential development
6. Promote these areas for passive-use tourism/recreation
7. Widen roadways only when absolutely necessary
8. Carefully design roadway alterations to minimize visual impacts
9. Preserve agricultural lands for the next generation of farmers
10. Resurface and repair roads when and where necessary.

Land uses:

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

Key Word Objectives: Conservation, Agriculture, Forestry, Low-density development, Conservation subdivision, Trails, Open space preservation, Environmental protections, Sense of place

ORDINANCE O-02-25

AN ORDINANCE AMENDING CERTAIN SECTIONS OF CHAPTER 22 OF THE CODE OF WALKER COUNTY, GEORGIA REGARDING LAND DEVELOPMENT; TO PROVIDE FOR AN EFFECTIVE DATE; TO REPEAL ANY AND ALL CONFLICTING ORDINANCES AND PARTS OF ORDINANCES; TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE FOR OTHER PURPOSES

WHEREAS, Walker County desires to amend its Land Development Code to provide clarity regarding the public hearing procedure for zoning and other planning related matters that require action; and

WHEREAS, these public hearing procedures exceed the State of Georgia's minimum due process requirements;

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

1.

ARTICLE IV. ZONING, DIVISION 1: GENERALLY; Section 22-97 is amended in its entirety as follows:

~~Sec. 22-97. Amendments.~~

~~The Governing Authority taking action resulting in adoption of an amendment to this article shall provide for a public hearing on the proposed action. At least 15 but not more than 45 days prior to the date of the hearing, the Governing Authority shall cause to be published within a newspaper of general circulation within the territorial boundaries of the County a notice of the hearing, stating the time, place, and purpose of the hearing.~~

~~Sec. 22-97. - Amendments.~~

~~Before enacting an amendment to this article, the Planning Commission and the Governing Authority shall each hold a public hearing on the proposed action. At least 15 but not more than 45 days prior to the date of the public hearings, the Director of Planning shall cause to be published within a newspaper of general circulation within the territorial boundaries of the County a notice of each hearing. The notice shall state the time, place and purpose of the hearing. The notice shall also include the location of the property, the present zoning classification of the property, and the proposed zoning classification of the property. A sign containing the required public notice information shall be placed in a conspicuous location on the property not less than 15 days prior to the date of the hearing, nor more than 45 days before the hearing.~~

2.

ARTICLE IV. ZONING, DIVISION 1: GENERALLY; Section 22-109 is amended in its entirety as follows:

~~Sec. 22-109. Amendments-Public hearing procedure.~~

~~(a) Before enacting an amendment to this article, the Planning Commission shall hold a public hearing thereon. At least 15 but not more than 45 days prior to the date of the public hearing, the Planning Commission shall cause to be published within a newspaper of general circulation within the County a notice of the hearing. The notice shall state the time, place and purpose of the hearing. The notice shall also include the location of the property, the present zoning classification of the property, and the proposed zoning classification of the property. A sign containing the required public notice information shall be placed in a conspicuous location on~~

the property not less than 15 days prior to the date of the hearing, nor more than 45 days before the hearing.

(b) The Planning Commission shall hold a public hearing on each application for an amendment pursuant to this article in accordance with a schedule adopted by the Commission. As to each application, the Planning Commission shall make a recommendation for approval, denial, or deferral, or no recommendation. A written report and recorded transcript of the Planning Commission's recommendation shall be submitted to the Commissioner and shall be a public record. The Planning Commission's action may recommend amendments to the applicant's request which would reduce the land area for which the application is made, change the district requested and recommend conditions of rezoning which may be deemed advisable so that the purpose of this article will, if applicable, be served, and health, public safety and general welfare secured. An applicant may withdraw the application at any time prior to the vote by the Planning Commission, but may not resubmit an application for the same amendment for a period of 6 months from the date of withdrawal.

- (1) All persons who wish to address the Planning Commission at a hearing on the proposed amendment under consideration by the Planning Commission shall first sign up on a form to be provided by the County prior to the commencement of the hearing.
- (2) Each speaker shall be allowed 3 minutes to address the Planning Commission concerning the amendment then under consideration, unless the Planning Commission, by 2/3 vote of the members present, prior to or at the time of the reading of the proposed amendment, vote to allow additional time in which to address the Commission on said proposed amendment. The speaker may initially use all of the time allotted to him to speak or he may speak and reserve a portion of his allotted time for rebuttal. One member of the Planning Commission shall be designated as the timekeeper to record the time expended by each speaker.
- (3) Each speaker shall speak only to the merits of the proposed amendment under consideration and shall address his remarks only to the members of the Planning Commission. Each speaker shall refrain from personal attacks on any other speaker or the discussion of facts or opinions irrelevant to the proposed amendment under consideration. The chair may limit or refuse a speaker the right to continue, if the speaker, after first being cautioned, continues to violate this subsection.
- (4) Nothing contained herein shall be construed as prohibiting the chair from conducting the hearing in an orderly and decorous manner to ensure that the public hearing on a proposed amendment is conducted in a fair and orderly manner.

(c) Before taking action on a proposed amendment and after receipt of the Planning Commission's recommendations, the County Board of Commissioners shall hold a public hearing on the proposed amendment made pursuant to this article. At the public hearing, the County Board of Commissioners shall review the analysis submitted by the initiating party, and the recommendation prepared by the Planning Commission. So that the purpose of this article will be served, and health, public safety and general welfare secured, the County Board of Commissioners may approve or deny the application; reduce the land area for which the application is made; change the district or land use category requested; add or delete conditions of the application; or allow an application to be withdrawn; provided, however, that an application for the same amendment may not be resubmitted for a period of 6 months from the date of withdrawal. An action by the County Board of Commissioners to defer the application shall include a statement of the date and time of the next meeting at which the application will be considered, which statement shall constitute public notice of the hearing on the application and no further notice, such as that required by this section, is required.

- (1) All comments concerning a proposed zoning decision under consideration by the County Board of Commissioners shall be in writing prior to the commencement of the hearing. The only exception will be the applicant who has filed the zoning request.
- (2) The County Board of Commissioners will read the proposed zoning decision under consideration and the departmental reviews pertaining thereto along with the recommendation of the Planning Commission, prior to receiving additional input on said proposed zoning decision. Proposed zoning decisions shall be called in the order in which they were filed.
- (3) The County Board of Commissioners shall then call on the applicant to speak.
- (4) The applicant shall be allowed 5 minutes to address the County Board of Commissioners concerning the zoning decision then under consideration; unless the County Board of Commissioners, prior to or at the time of the reading of the proposed

zoning decision, allows additional time in which to address the County Board of Commissioners on said proposed zoning decision. The applicant may initially use all of the time allotted to him to speak or he may speak and reserve a portion of his allotted time for rebuttal. A member of the County Board of Commissioners' staff shall be designated as the timekeeper to record the time expended by the applicant.

(5) The applicant shall speak only to the merits of the proposed zoning decision under consideration and shall address his remarks only to the County Board of Commissioners. The applicant shall refrain from personal attacks on any other person or the discussion of facts or opinions irrelevant to the proposed zoning decision under consideration. The County Board of Commissioners may limit or refuse the applicant the right to continue, if the applicant, after first being cautioned, continues to violate this subsection.

(6) Nothing contained herein shall be construed as prohibiting the County Board of Commissioners from conducting the hearing in an orderly and decorous manner to ensure that the public hearing on a proposed zoning decision is conducted in a fair and orderly manner.

Sec. 22-109. - Amendments-Public hearing procedure.

- (a) The public hearing shall be called to order by the presiding officer, who shall explain the procedure to be followed in the public hearing. The presiding officer will read the zoning request under consideration and shall call each proposal in the order in which it was published on the meeting agenda.
- (b) The petitioner or petitioner's agent shall be recognized by the presiding officer first and shall be permitted to present and explain the zoning request. Thereafter, all individuals who so desire, shall be permitted to speak in favor of the zoning decision.
- (c) After all individuals have had an opportunity to speak in accordance with Section 22-109(b), those individuals present at the public hearing who wish to speak in opposition to the zoning request shall have an opportunity to speak.
- (d) A time limit of twelve (12) minutes shall be imposed upon the total number of people who wish to speak in favor of the zoning request, including the initial presentation of the petitioner. Thereafter, a time limit of twelve (12) minutes shall be imposed on the total number of people who wish to speak in opposition of the zoning request.
- (e) Each side may allocate its twelve (12) minute period among any number of speakers, provided that the presentation by all speakers for each side shall not exceed twelve (12) minutes per side.
- (f) Neither side will be required to use all of its twelve (12) minute period.
- (g) When any person wishes to speak at a public hearing, that person shall raise his/her hand and, after being recognized by the presiding officer, shall stand and state his/her name and address, and make any comment appropriate to the zoning request.
- (h) Each speaker shall speak only to the merits of the proposed amendment under consideration and shall address his remarks only to the members of the body conducting the hearing. Each speaker shall refrain from personal attacks on any other speaker or the discussion of facts or opinions irrelevant to the proposal under consideration. The presiding officer may limit or refuse a speaker the right to continue, if the speaker, after first being cautioned, continues to violate this subsection.
- (i) Thereafter, the presiding officer shall announce that no further comments from the public or petitioner concerning the zoning request shall be received and the public hearing shall be closed.
- (j) Nothing contained herein shall be construed as prohibiting the presiding officer from conducting the hearing in an orderly and decorous manner to ensure that the public hearing on a zoning request is conducted in a fair and orderly manner.
- (k) Following the public hearing, the body that conducted the hearing may approve or deny the application, reduce the land area for which the application was made, change the district or land use category requested, add or delete conditions of the application, or allow an application to be withdrawn verbally or in writing; provided, however, that an application for the same amendment may not be resubmitted for a period of six months from the date of withdrawal. An action to defer the application shall include a

statement of the date and time of the next meeting, at which the application will be considered. Said statement shall constitute public notice of the hearing on the application and no further notice, such as that required by this section, is required.

3.

ARTICLE IV. ZONING, DIVISION 1: GENERALLY; Section 22-111(b)(2) is amended in its entirety as follows.

~~(a) All applicants requesting a zoning change shall notify each owner and, if applicable, each lessor of the abutting property and each lessee with an interest in the property for which the change in zoning is sought by mailing to each such person a copy of the application for zoning change by registered mail, return receipt requested.~~

(a) All applicants requesting a zoning change shall notify each owner and, if applicable, each lessor of the abutting property and each lessee with an interest in the property for which the change in zoning is sought by mailing to each such person a copy of the application for zoning change by mail.

4.

ARTICLE IV. ZONING, DIVISION 1: GENERALLY; Section 22-113 is amended to include the following:

(c) The public hearing procedure for variance requests shall be conducted in the same manner set forth in Section 22-109.

5.

ARTICLE IV. ZONING, DIVISION 5: SPECIAL USES AND PERMITS; Section 22-281 is amended to include the following:

(d) Any action taken by the Planning Commission regarding the issuance of a special use permit shall be recommended to the County Board of Commissioners for a final decision.

6.

ARTICLE IV. ZONING, DIVISION 1: GENERALLY; Section 22-384(6) is amended in its entirety as follows:

~~(6) In the event the Planning Commission denies an application, then the applicant, within 15 days of such decision, may file an appeal, which request must be in writing, with the Planning Commission, which, after affording the applicant notice and a public hearing, shall either grant the application or deny it. Any appeal from a decision of the Planning Commission should be filed with the Board of Commissioners.~~

(6) In the event the Director of Planning denies an application, then the applicant, within 15 days of such decision, may file an appeal, which must be in writing, with the Planning Commission, which, after affording the applicant notice and a public hearing in accordance with Section 22-109, shall either grant the application or deny it. An appeal of a decision of the Planning Commission may be filed with the County Clerk for consideration before the Board of Commissioners, which shall make the final decision.

7.

ARTICLE IV. ZONING, DIVISION 1: GENERALLY; Section 22-386(c) is amended in its entirety as follows:

~~(c) If an application is denied, then the applicant, within 15 days of such decision, may file an appeal, which request must be in writing, with the Planning Commission, who, after affording the applicant notice and a public hearing, shall either grant the application or deny it, and such decision shall be final.~~

(c) If an application is denied, then the applicant, within 15 days of such decision, may file an appeal, which must be in writing, with the Planning Commission, who, after affording the applicant notice and a public hearing in accordance with Section 22-109, shall either grant the application or deny it. An appeal of a decision of the Planning Commission may be filed with the County Clerk for consideration before the Board of Commissioners, which shall make the final decision.

8.

ARTICLE IV, ZONING, DIVISION 1: GENERALLY; Section 22-387(4) is amended in its entirety as follows:

~~(4) If a permit application is denied, then the applicant, within 15 days of such decision, may file an appeal, which request must be in writing, with the Planning Commission, who, after affording the applicant notice and a public hearing, shall either grant the application or deny it, and such decision shall be final.~~

(4) If a permit application is denied, then the applicant, within 15 days of such decision, may file an appeal, which must be in writing, with the Planning Commission, who, after affording the applicant notice and a public hearing in accordance with Section 22-109, shall either grant the application or deny it. An appeal of a decision of the Planning Commission may be filed with the County Clerk for consideration before the Board of Commissioners, which shall make the final decision.

9.

This ordinance is effective immediately upon its adoption.

10.

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

11.

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

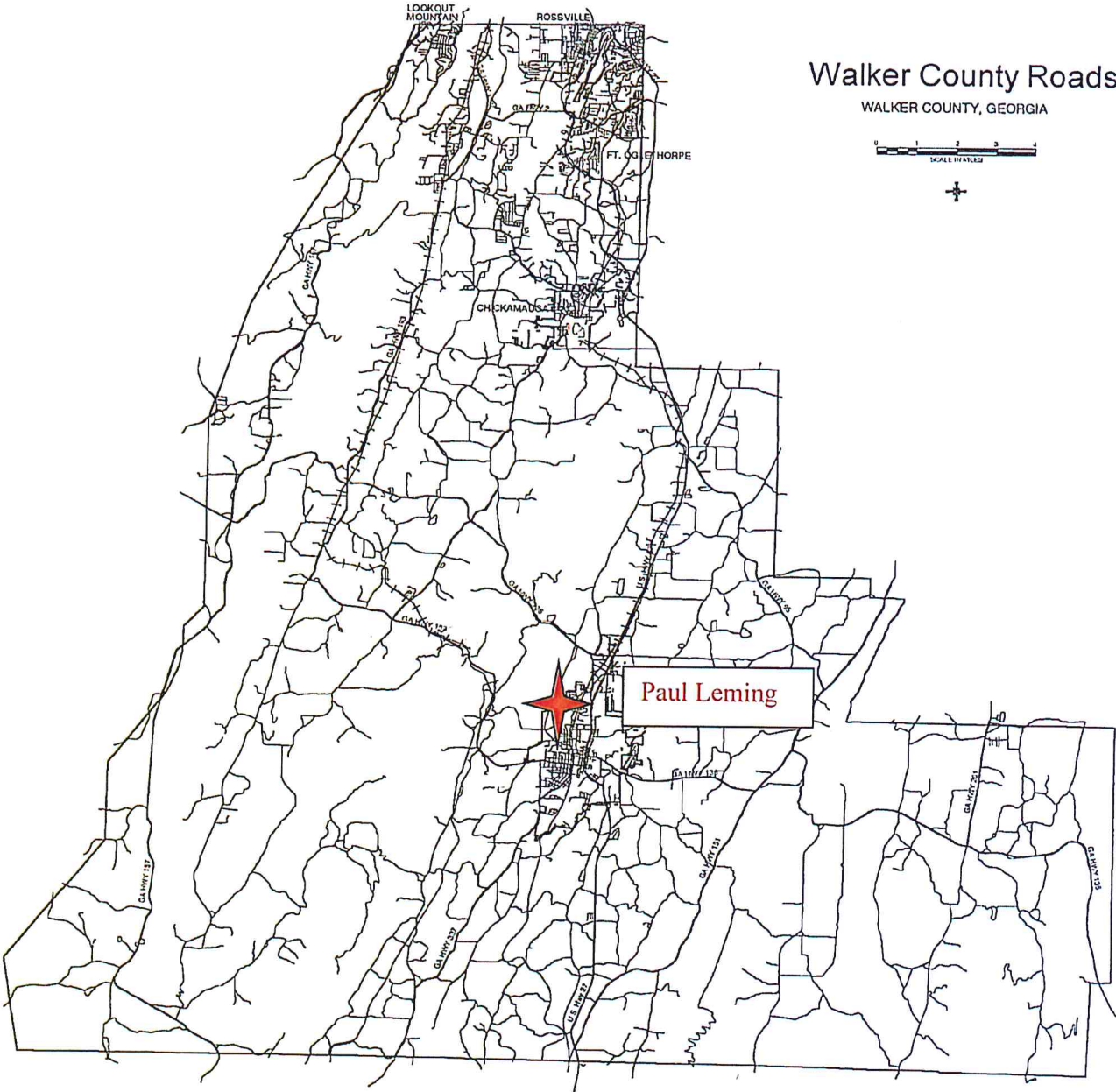
12.

In the event that a scrivener's error(s) shall be discovered in the amendment language after the adoption hereof, the Board hereby authorizes and directs that each such scrivener's error shall be corrected without additional Board action.

PASSED AND ADOPTED this ____ day of _____, 2025.

Walker County Roads

WALKER COUNTY, GEORGIA

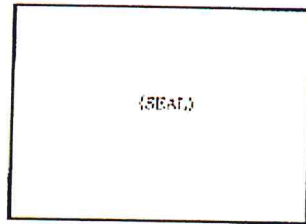


ATTEST:

WALKER COUNTY, GEORGIA

Lisa Richardson, County Clerk

ANGELA TEEMS, Chairman



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



Walker County Planning Commission
Minutes

June 26, 2025
Walker County Civic Center
6:00 PM

ATTENDEES:

Planning Commission Members

Cindy Askew
Randy Pittman
Will Ingram
John Morehouse
Stan Porter
Jon Hentz
Todd Holt
Rob Walthour
Zack Chapman

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 MAY 15, 2025 MEETING MINUTES:

Chairman Pittman asked if there was a motion to approve the May 15th minutes. Todd Holt made a motion to approve the minutes as is. Will Ingram seconded the motion to approve. Zack Chapman abstained from the vote due to not being present at that meeting. The rest of the Board voted to approve the minutes. 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. John Morehouse made a motion to open the public hearing. Rob Walthour seconded the motion. The vote was unanimous. The motion to open the public hearing carried.

V. PUBLIC HEARING:

New Business:

1. Paul Leming: Chairman Pittman asked if Mr. Leming was present. Paul Leming came forward and stated that he would like to divide off 2.96 acres for his niece so she could build a house on. Jon Pursley asked if he could divide her off the required five acres and Mr. Leming stated that he would need to keep at least ten acres so it could stay in conservation, and he could continue farming it. Zack Chapman asked if building the house on the 12.96 acres would take it out of conservation. Mike Leming came forward and stated that it is his daughter that is wanting to build the house on this property. Cindy Askew asked if the reason they were only wanting to cut out the 2.96 was so it could stay in the conservation, and he said yes. She also asked how much longer they have on the conservation and Mr. Leming said about six or seven years. John Morehouse asked who owns the property and could you not keep less than ten acres and combine it with the property across the street in order to keep it in conservation. Mr. Leming said that the property across the street is in several family members' names. Jon Pursley went over the surrounding properties and the lots sizes stating that there were several that do not meet the five-acre requirements.

2. Amendments to Land Development Regulations: Chairman Pittman went to the list of people that signed up to discuss these regulations. He called Melissa Hulsey up. Melissa Hulsey came forward and said that can verses should. She said that can these regulations be changed, yes they can be. Second, should they be changed. She stated that should public speech be denied to the community on input on their opinions on county matters. She asked the Board to imagine if they had a house and beside it there was someone wanting to build a shooting range, or a quarry, or even a lithium battery facility and you were only given twelve minutes to speak, and the Chairman would get to pick who that would be. So, he could pick one person to take up the whole twelve minutes and no one else would have a chance to give their input. She stated that this Board was important and was being asked to hand over your power. She then stated that it is her understanding that Mr. Pittman was the one that sets the agenda and Chairman Pittman stated that no he was not the one that sets the agendas. Chairman Pittman then called up Jamie Hulsey. Mr. Hulsey then came forward and stated that he supported Chairwoman Teems because she ran on transparency, and accountability. He said he feels like there is a message being sent regarding the public speaking time and the special use regulations are wrong. He stated that he has noticed that the number of Board of Commissioners' meetings has been cut from two a month to one. He said that now the Board of Commissioner's hears all zoning requests and that most of the time they overrule the Planning Commissions decisions. He said that something may come before the Board where fifty people show up to voice their concerns. He asked that this Board vote no on these changes. Chairman Pittman then asked Delyn Williams to come forward. Ms. Williams came forward and stated that she just saw where this meeting would be tonight and that they would be talking about the twelve minutes. She stated that she lives over by the new development on Guy Williams Road. She stated that this development was passed in 2021 and that at that meeting they were given five minutes to speak. She said that twelve minutes would not be enough time for a neighborhood to voice their concerns.

VII: MOTION TO CLOSE PUBLIC HEARING:

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

VIII: MOTION TO OPEN NEW BUSINESS:

Chairman Pittman asked if there was a motion to open the new business. Zack Chapman made a motion to open new business. Cindy Askew seconded the motion. The vote was unanimous. The motion to open new business carried.

IX: NEW BUSINESS:

1. Paul Leming: Chairman Pittman asked if there was a motion. Zack Chapman made a motion to deny the rezone due to not meeting the five acre requirement nor meeting the Comprehensive Plan. John Morehouse seconded the motion to deny. The vote was unanimous. The motion to deny carried.

2. Amendments to the Land Development Regulations: Chairman Pittman asked if there was any discussion on these amendments. Zack Chapman asked where these requested changes came from. Chairman Pittman stated that these amendment changes were set to the Planning Commission from the Board of Commissioners. Jon Pursley stated that per our ordinance that if you are apposed to a zoning change this Board would be the only time you would be allowed to voice your concerns and at the Board of Commissioners you would not be allowed to speak. Zack Chapman asked if this was a resent change and Jon said no that it has been in the ordinance but not inforced. Now they are wanting to change it so you are allowed time to speak. The state says you can have ten minutes but the Board of Commisisoners is wanting it to be twelve minutes for or against. These changes came from the Commissioners Office. Zack Chapman said that he understands that this Board is required to not have contact with the public about anything that will be coming before them but if you have watched any of the Commissioners meeting they have said that they will talk to the public before they make a decision and this is very concerning to him that they are willing to go and talk to the public and that is what these meeting are suppose to be for and not private discussions. Stan Porter said that in most cases twelve minutes might be enough time but there some situations where more time is needed like on big developments. Rob Walthour asked if there was an order of how people would be picked to speak or would it be just how they sign in. Chairman Pittman said that these guildlines do not specify that but as Chairman he would ask if any adjoining neighbors had anything to say first. He said like if it was something in LaFayette and then someone from the Rossville area come forward and took up ten minutes of the time. He said that the people that it will affect most would need to speak first. Cindy Askew stated that anyone on this Board should be willing to take the time to hear what the people have to say. Rob Walthour asked if they could make recommendations tonight regarding these and Jon Pursley stated yes. Zack Chapman asked Chairman Pittman if it was his choice to present this packet as a whole and Chairman Pittman said yes but the Board can make recommendations. Jon Pursley stated that this Board has had this packet for almost a month to review in case you had recommentaions. Rob Walthour said that to his understanding that this twleve minutes could be used up by one person and Jon said yes. Todd Holt said that he feels that the people should have a chance to talk. Will Ingram also said they should hear from the public. Zack Chapman said that this Board shows up each month and gets paid \$50.00 per

meeting and the Board of Commissioners make \$20,000.00 to show up once a month and for them to ask us to show up and make recommendations for them on line item by line item is a little much. He said that if there are other areas in here where they would fully back our authority and the reason we show up is to try to have a positive impact on the community is pretty disheartening to hear them say "they pay us" and then have us sit here and go line item by line item to make a recommendation. I make a motion to fully deny these recommendations. Todd Holt seconded the motion. The motion to deny was unanimous. The motion to deny carried.

XIV: ADJOURNMENT:

Chairman Pittman asked if there was a motion to adjourn. Rob Walthour made a motion to adjourn. Stan Porter 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 Office
Rezone, Conditional Use Variance & Variance Application

☐ Rezone ☐ Conditional Use Variance ☐ Variance

Current Zoning:	Requested Change:	
A1	VARIANCE of acreage	
Map & Parcel	Date:	Fee:
0315 001	5-2-2025	150.00

Applicant/Owner & Phone: Paul Leming 706-264-7026

Street Name & Number: 210 Mineral Springs Road

Mailing Address: 2240 Old Mineral Springs Road

City, State, Zip Code: Lafayette, GA. 30228

Request: We have 12.96 acres Conserve Program
That we use for Hay Production. My niece would
like to build a house on 2.96 acres

PLANNING COMMISSION RECOMMENDATION:

6-26-2025

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

Zack Chapman made a motion to deny the rezone due to not meeting the five acre requirement nor meeting the Comprehensive Plan. John Morehouse seconded the motion to deny. The vote was unanimous. The motion to deny 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;

- 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:

Paul Leming
APPLICANT/OWNER

5-2-2025
DATE



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

☐ Rezone ☐ Conditional Use Variance ☐ Variance

Current Zoning:	Requested Change:	
Map & Parcel	Date:	Fee:

Applicant/Owner & Phone: Walker County

Street Name & Number: _____

Mailing Address: _____ AMENDMENTS TO LAND DEVELOPMENT REGULATIONS:

City, State, Zip Code: _____ 1. Amendments to Land Development Regulations Chapter 22:
Article IV. Zoning, Division 1, Generally Section 22-97
Article IV. Zoning, Division 1, Generally Section 22-109
Article IV. Zoning, Division 1, Generally Section 22-111(b)(2)
Article IV. Zoning, Division 1, Generally Section 22-113
Article IV. Zoning, Division 5, Special Uses and Permits Section 22-281
Article IV. Zoning, Division 1, Generally Section 22-384(6)
Article IV. Zoning, Division 1, Generally Section 22-386(c)
Article IV. Zoning, Division 1, Generally Section 22-387(4)

Request: _____

PLANNING COMMISSION RECOMMENDATION:

☐ APPROVED AS SUBMITTED

☐ APPROVED WITH CONDITIONS

☐ TABLED
6-26-2025 ☒ DENIAL

Zack Chapman a motion to fully deny these recommendations. Todd Holt seconded the motion. The motion to deny was unanimous. The motion to deny 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: _____

APPLICANT/OWNER

DATE



Quote

University of North Georgia
13051 Abercorn Street
Ste B3- 713
Savannah, GA 31419

Quote Date: 06/02/2025

Subject:
Certificate Program: Operational Readiness for Police Officers: Practical Strategies for Addressing
Opioid Use Disorder and Co-occurring Conditions

Line Item	Description	Qty	Rate	Total
1	Certificate Program: Operational Readiness for Police Officers: Practical Strategies for Addressing Opioid Use Disorder and Co-occurring Conditions	80	\$450	\$36,000
			Subtotal	\$36,000
			Total	\$36,000

Notes:

*Subject to Opioid Settlement Fund
Approval

To pay by check, please make check
payable to: Zschool, LLC
Mailing Address:
Remote Bookkeeper
Ellen Greenberg
35 Hillcrest Drive
Colts Neck, NJ 07722

Unlock Your Potential: Professional Development for Impactful Care



Strengthen Your Crisis Response Skills

As a law enforcement officer, you're often the first to respond to individuals in crisis, which is why it's essential to have the right skills to handle these situations safely and effectively.

This **four-hour, online, self-paced course** is designed to give you practical strategies to manage challenges posed by the opioid crisis and handle interactions with individuals affected by Opioid Use Disorder (OUD) and co-occurring Substance Use Disorders (SUD) or Mental Health (MH) conditions. Learn to de-escalate crises, connect individuals to needed resources, and minimize risks to both you and the community.

Chiefs of Police can ensure their teams are fully prepared by enrolling officers and staff in this training, giving everyone the tools and knowledge to respond confidently in high-stress situations.

Course Highlights

- **Enhance Your Safety & Control:** Learn proven de-escalation techniques that reduce risks to both officers and the individuals in crisis.
- **Master Real-World Crisis Skills:** Apply practical strategies in real-world scenarios, giving you the tools to handle situations involving OUD.
- **Build Stronger Community Connections:** Use collaboration and referral networks to connect individuals in crisis with the resources they need to improve outcomes for everyone.
- **Reduce Liability & Risk:** Gain a deeper understanding of legal considerations and best practices, helping you make informed decisions.
- **Tools & Resources:** Utilize a complete toolkit, including a personal assessment, workbook, eBooks, posters, and more, to reinforce your learning and apply strategies in the field.

Unlock Your Potential: Professional Development for Impactful Care

1 **Understanding OUD & Co-occurring Conditions**
Learn the basics of Opioid Use Disorder (OUD), how it affects individuals, and its relationship with co-occurring mental health disorders. This module will equip you to recognize the signs of OUD and understand the legal rights of individuals in crisis.

2 **Recognizing & Responding to OUD**
Master the skills of verbal and non-verbal de-escalation to safely manage crises involving individuals with OUD. You'll also learn how to assess an individual's state and respond effectively in high-risk situations, using techniques that prioritize safety and trust-building.

3 **Best Practices for Field Collaboration**
Explore harm reduction strategies and understand how to collaborate with local resources, treatment providers, and Crisis Intervention Teams (CIT) to build referral networks. Connect individuals in crisis with the right support and treatment options.

4 **Real-World Application & Resource Utilization**
Apply what you've learned as you complete practical exercises that simulate crises in both public and residential settings, using the CARE approach to de-escalate situations and make effective, collaborative referrals.

Key takeaways: Essential skills and knowledge you'll take into the field

- **Effective Crisis De-escalation:** Gain confidence in using both verbal and non-verbal techniques to safely de-escalate high-tension situations involving individuals with OUD or co-occurring mental health conditions.
- **The CARE Approach:** Learn and apply the CARE approach (Calm, Assess, Respond, Engage) in real-world scenarios, ensuring safety for yourself, individuals in crisis, and the public.
- **Collaboration & Resource Utilization:** Develop strong collaboration skills by working with Crisis Intervention Teams (CIT), treatment providers, and community resources to provide appropriate referrals.
- **Leverage & Maximize Resources:** Learn how to effectively utilize local and national resources, treatment providers, and referral networks to connect individuals in crisis with the care needed for recovery.
- **Legal Awareness & Risk Management:** Understand the legal rights of individuals with OUD and best practices to minimize liability and ensure compliance with de-escalation and crisis response protocols.

Enroll Today!

Prepare your department to confidently respond to opioid and mental health crises. In just four hours, this course will reduce liability, improve public safety, and strengthen your community relationships.

\$450 each - All participants receive a **University of North Georgia certificate** on completion.

INDEPENDENT CONTRACTOR AGREEMENT
CORRECTIONAL MEDICAL SERVICES

AGREEMENT made this ____ day of _____, 2025, between WALKER COUNTY, GEORGIA, a political subdivision of the State of Georgia ("County"), and BRIDGEPOINT CORRECTIONAL HEALTH, LLC, a Georgia medical practice ("Contractor"). Consultant and HHCS may be individually referred to as a "Party" and collectively referred to as the "Parties."

RECITALS

WHEREAS, County operates a detention/correctional facility requiring professional medical services for inmates; and

WHEREAS, Contractor is a qualified medical practice with licensed physicians and nursing staff capable of providing such services; and

WHEREAS, the parties desire to establish the terms under which Contractor will provide medical services as an independent contractor;

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the parties agree each with the other as follows:

1. SCOPE OF SERVICES

1.1 Services Included

Contractor shall provide the following medical services ("Services"):

- **Intake Medical Screenings:** Complete medical evaluations of newly admitted inmates
- **Routine Sick Calls:** Evaluation and treatment of inmate medical complaints and conditions
- **Chronic Disease Management:** Ongoing care and follow-up for inmates with chronic medical conditions
- **Mobile Service Coordination:** On-site coordination for mobile X-ray and ultrasound services
- **Specialty Care Coordination:** Scheduling and coordination of off-site specialty medical referrals
- **Medical Documentation:** Comprehensive medical records maintenance and documentation
- **Utilization Reporting:** Quarterly reports on medical service utilization and outcomes

- **Medication Administration:** Administration of prescribed medications (pharmacy costs excluded from this Agreement)
- **Suicide Watch Support:** Medical observation, documentation, and support for inmates on suicide watch

1.2 Excluded Services

The following services are specifically excluded from this Agreement and shall remain the responsibility of County or other providers:

- Dental Care
- On-site specialty care (dermatology, OB/GYN, orthopedics, etc.)
- Prescription drugs and over-the-counter medications
- Off-site medical services including hospitalization, emergency room visits, and diagnostic services
- Psychiatric services (provided separately via County-funded programs)
- Laboratory or radiology services not performed onsite
- Medical equipment or supplies beyond routine use.

2. STAFFING AND SCHEDULE

2.1 Personnel

Contractor shall provide qualified medical personnel consisting of at least the following:

- Two (2) licensed physicians
- One (1) registered nurse or licensed practical nurse
- One (1) Med Tech/Administrator

2.2 Coverage Requirements

The contractor shall provide on-site nursing coverage twelve (12) hours per day, seven (7) days per week, with physician coverage on site five (5) hours weekly. Any physician coverage hours that are missed in a given week will be covered so that there is not less than two hundred and sixty (260) hours of physician in house coverage per year.

2.3 Substitutions

Contractor may substitute personnel provided that all substitute personnel meet the same licensing and qualification requirements as the original personnel.

3. COMPENSATION

3.1 Payment Terms

County shall pay Contractor pursuant to the fee schedule set forth in Attachment A (\$31,168.00 Monthly), which may be updated on an annual basis. Payment shall be made within thirty (30) days of receipt of Contractor's monthly invoice.

3.2 Additional Services

Any services requested by County beyond the scope described in Section 1.1 shall be provided at Contractor's then-current hourly rates and must be pre-approved in writing by County.

3.3 Late Payment

The county agrees that any payment more than forty-five (45) days past due shall accrue interest at the rate of one and one-half percent (1.5%) per month.

4. INDEPENDENT CONTRACTOR RELATIONSHIP

4.1 Status

The Contractor is an independent contractor and not an employee, agent, or representative of the County. The Contractor retains full control over the manner and means of performing the Services, subject to the professional standards applicable to medical practice.

4.2 No Benefits

County shall not provide Contractor or its personnel with any employee benefits, including but not limited to health insurance, retirement benefits, or paid leave.

4.3 Taxes

Contractor is responsible for all applicable federal, state, and local taxes on compensation received under this Agreement.

5. INSURANCE AND LIABILITY

5.1 Contractor's Insurance Requirements

Contractor shall maintain, at its own expense, the following insurance coverage throughout the term of this Agreement:

- **Medical Malpractice Insurance:** Minimum of Two Million Dollars (\$2,000,000) per occurrence
- **General Liability Insurance:** Minimum of One Million Dollars (\$1,000,000) per occurrence / Three Million Dollars (\$3,000,000) aggregate
- **Workers' Compensation Insurance:** As required by Georgia law

5.2 Additional Insured

The County shall be named as an additional insured on the Contractor's general liability policy.

5.3 Insurance Certificates

Contractor shall provide County with certificates of insurance evidencing the required coverage prior to commencement of Services and annually thereafter.

6. MUTUAL INDEMNIFICATION

The parties agree to indemnify, defend, and hold harmless the other party, its officers, employees, and agents from and against any and all claims, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or resulting from the parties performance of Services under this Agreement, except to the extent such claims arise from the other party's gross negligence or willful misconduct.

7. FACILITY ACCESS AND SECURITY

7.1 Access Rights

County shall provide Contractor and its personnel with reasonable access to the correctional facility to perform the Services, subject to facility security protocols.

7.2 Security Compliance

The Contractor and its personnel agree to comply with all facility security policies and procedures, including but not limited to background checks, training requirements, and contraband restrictions.

7.3 Safety and Security

The County shall provide reasonable security measures to ensure the safety of Contractor's personnel while performing Services at the facility.

8. MEDICAL RECORDS AND CONFIDENTIALITY

8.1 Medical Records Ownership

All medical records created or maintained by Contractor in the performance of Services shall remain the property of the County, subject to applicable patient privacy laws.

8.2 Confidentiality

The Contractor agrees to maintain the confidentiality of all inmate medical information in accordance with HIPAA and other applicable privacy laws.

8.3 Record Retention

The Contractor shall maintain medical records in accordance with applicable state and federal requirements and County policies.

9. QUALITY ASSURANCE AND STANDARDS

9.1 Professional Standards

The Contractor shall perform all Services in accordance with applicable professional standards, state and federal regulations, and accreditation requirements.

9.2 Reporting Requirements

The Contractor shall provide the County with quarterly utilization reports and such other reports as may be reasonably requested by the County.

9.3 Quality Improvement

The Contractor agrees to participate in quality improvement initiatives as may be implemented by the County.

10. TERM AND TERMINATION

10.1 Initial Term

This Agreement shall commence on September 1st, 2025, and shall continue for a period of one (1) year, unless earlier terminated in accordance with this Agreement.

10.2 Renewal

This Agreement may be renewed for additional one-year terms by mutual written agreement of the parties.

10.3 Termination for Convenience

Either party may terminate this Agreement without cause upon ninety (90) days written notice to the other party.

10.4 Termination for Cause

Either party may terminate this Agreement immediately upon written notice in the event of:

- Material breach of this Agreement that remains uncured after thirty (30) days written notice
- Loss of required professional licenses
- Failure to maintain required insurance coverage
- Conviction of a felony by key personnel

10.5 Effect of Termination

Upon termination, Contractor shall be entitled to compensation for Services performed through the termination date, and shall cooperate in the orderly transition of Services to County or its designee.

11. FORCE MAJEURE

Neither party shall be liable for delays or failures to perform resulting from acts of God, natural disasters, government actions, labor disputes, or other circumstances beyond the reasonable control of the affected party.

12. GENERAL PROVISIONS

12.1 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

12.2 Dispute Resolution

Any disputes arising under this Agreement shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association, with proceedings to be held in Whitfield County, Georgia.

12.3 Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements relating to the subject matter hereof.

12.4 Amendment

This Agreement may be amended only by a written instrument signed by both parties.

12.5 Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

12.6 Assignment

The Contractor may not assign this Agreement without the prior written consent of the County. The County may assign this Agreement to another governmental entity without Contractor's consent.

12.7 Notices

All notices required hereunder shall be in writing and delivered by certified mail, return receipt requested, or by commercial courier service providing proof of delivery.

[Signature Page on Following Page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

WALKER COUNTY:

Chair, Walker County Board of Commissioners

Date: _____

Steve Wilson, Walker County Sheriff

Date: _____

BRIDGEPOINT CORRECTIONAL HEALTH, LLC:

Lauren Michelle Little, DO, Medical Director

Date: _____

ATTACHMENTS:

- Exhibit A: Contractor Fee Schedule
- Exhibit B: Facility Layout and Access Points
- Exhibit C: Security Protocols and Procedures
- Exhibit D: Emergency Procedures and Contact Information

Exhibit A

Monthly Service Fee

The County agrees to pay Contractor a flat monthly fee for the provision of medical services at the County.

Selected Staffing Option: LPN coverage 12hr shift 7 days/week, Med tech coverage 9hr shift Monday-Friday

- Monthly Fee Due to Contractor: \$31,168
- Payment Due Date: The County shall remit payment to Contractor on or before the fifth of each month for services to be rendered in that month.

Additional Cost Beyond Base Fee

The County acknowledges that while the monthly service fee covers the routine scope of services, there may be instances where the cost of care exceeds anticipated expenses. This may include, but is not limited to, off-site diagnostic testing, lab work, or specialized medical supplies required for the care of an individual inmate.

In such cases, the Contractor will submit a separate invoice to the County, accompanied by appropriate documentation (e.g., itemized receipts, lab invoices, or supplier billing). These additional costs are not included in the base monthly fee.

Prior Authorization Requirement: For any non-urgent medical expense exceeding \$1,000, Contractor shall obtain written approval from the County prior to incurring the cost. Urgent or emergent care will be provided as medically necessary, with documentation submitted afterward.

Payment Terms: The County agrees to remit payment for any approved additional costs within fifteen (15) days of receipt of the invoice from the Contractor.

FY26 Operating Grant Award Budget Worksheet

Court Name Lookout Mountain Circuit Mental Health Court

Budget Worksheet Category	Line Item	Total Budgeted
Personnel	Counselor	\$42,505.00
	Fringe Benefits	\$14,801.00
	Counselor	\$32,500.00
	Fringe Benefits	\$9,738.00
	Counselor	\$0.00
	Fringe Benefits	\$0.00
	Program Coordinator	\$55,150.00
	Fringe Benefits	\$17,918.00
Contract Services	DCS	\$10,000.00
	Law Enforcement	\$10,000.00
	Nurse Practitioner	\$0.00
Drug Testing Supplies	Confirmation Testing	\$7,000.00
	Confirmation Testing	
	Onsite Devices	
Supplies /Other Costs		\$0.00
Equipment		\$0.00
In State Training and Travel	2025 CACJ Conference	\$4,641.00
Transportation Funding	Public Transportation	\$0.00
Total Budget:		\$204,253

Match: \$36,045

CACJ Funding Committee Note:

The court should ensure that fiscal policies are developed and implemented for the management of grant funds.

The court should work to increase its participant census throughout FY26 to more closely meet its self-reported capacity per the FY25 Court Operating Profile. The Funding Committee will monitor the census through quarterly reporting and may contact your court to review progress. The court should report in detail in its FY27 operating grant application on its efforts to meet its self-reported capacity. The Funding Committee will consider this information when evaluating FY27 operating grant awards, and a failure to respond to Funding Committee notes may impact future funding decisions.

TRAIL DEVELOPMENT AGREEMENT
AND
GRANT OF TEMPORARY ACCESS AND CONSTRUCTION EASEMENT
BETWEEN
WALKER COUNTY, GEORGIA AND THE TRUST FOR PUBLIC LAND

AMENDMENT NO. 2

THE TRAIL DEVELOPMENT AGREEMENT AND GRANT OF TEMPORARY ACCESS AND CONSTRUCTION EASEMENT (“Agreement”) entered into on SEPTEMBER 12, 2024, as amended June 5, 2025, between WALKER COUNTY, GEORGIA (“COUNTY”) and THE TRUST FOR PUBLIC LAND (“CONSULTANT”) is hereby amended.

WHEREAS, the parties agree that the Agreement needs to be revised to modify the Scope of Services to provide for the COUNTY to hold the construction contract for the PROJECT;

WHEREAS, CONSULTANT desires to provide a grant to COUNTY in the amount of \$350,000 for the exclusive use of carrying out construction of the PROJECT;

NOW, THEREFORE, the Agreement is hereby amended as follows:

1. Amendment No. 1 to the Agreement, dated June 5, 2025, is hereby terminated and shall have no further force and effect;
2. Exhibit “A” Scope of Services is deleted in its entirety and replaced with the Exhibit “A” attached hereto;
3. CONSULTANT shall grant COUNTY funds in the amount of \$350,000 which shall be used solely for construction of the PROJECT, which grant shall be paid to COUNTY within 30 business days of execution of this Amendment;
4. In all other respects, the Agreement of which this is an Amendment, and attachments thereto, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed the day and year last written below.

THE TRUST FOR PUBLIC LAND

By: Noel Durant
Title: Tennessee State Director

Date: _____, 2025

WALKER COUNTY, GEORGIA

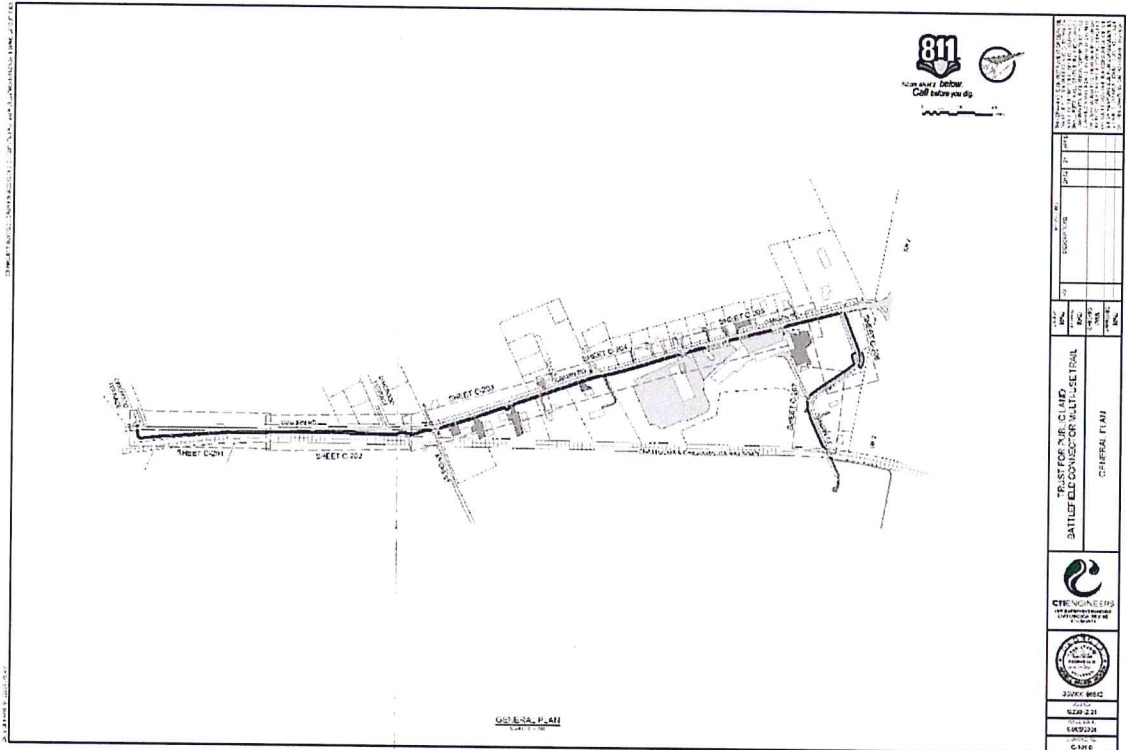
By: Angie Teems
Title: Chairwoman/CEO

Date: _____, 2025

EXHIBIT "A"

SCOPE OF SERVICES

CONSULTANT will perform and will direct qualified employees or contractors to perform the following services (the "Services") with respect to assisting COUNTY in the construction of a multi-use path within the Project Area along Osburn Road and Osburn Street from Oakwood Terrace North to existing Battlefield Connector Trail segment at end of Osburn Street.



PROJECT MANAGEMENT: CONSULTANT shall coordinate and manage the Project through execution and management of Project construction, and through completion and acceptance of the improvements by COUNTY. CONSULTANT shall manage all aspects of the Project, including reviewing invoices and change orders for the contractors hired by COUNTY to perform the work. COUNTY shall be responsible for processing and payment of all contractor and CONSULTANT invoices and managing accounts payable/receivable for all work performed by CONSULTANT and contractors.

BID SERVICES/CONTRACTOR SELECTION: CONSULTANT will select and hire a contractor to complete a request for qualifications for trail construction. CONSULTANT will seek responses to the request for qualifications from at least three (3) construction contractors and will select the contractor best qualified in CONSULTANT'S opinion to perform the trail construction. COUNTY will enter into a construction agreement with the selected contractor and will be responsible for ensuring the agreement complies with all applicable laws, regulations and permits as well as requirements from any funders of the Project.

CONSTRUCTION ADMINISTRATION/MANAGEMENT: CONSULTANT will provide general management of construction activity, including but not limited to scheduling construction activity, ensuring construction is completed in a workmanlike manner according to the permitted construction documents, conducting progress meetings, providing meeting minutes and coordinating communications between all parties. CONSULTANT shall:

- A. Comply with and abide by all applicable rules, regulations, and directions of County.
- B. Comply with all applicable County ordinances, State and Federal laws, including without limitation all procurement requirements, environmental laws, rules, requirements and best practices and in the course thereof obtain and ensure that construction contractor keeps in effect all permits and licenses

required to conduct the Permitted Activities on the Property.

- C. Conduct Permitted Activities during normal business hours, Monday through Friday, at County's sole discretion. Weekend work or work on County holidays is not permitted. CONSULTANT's Program Manager, David Johnson, or its independent contractor Reed Caldwell, shall contact the County Manager or designee, at the County at least two (2) business days prior to CONSULTANT's initial access to the Property, in regard to all access and Permitted Activities, and in the event of emergencies.
- D. Ensure that contractors maintain to County's satisfaction the Property and surrounding area in a safe and sound condition, free from danger, injury or threat of harm to the public, and as to prevent the existence of an attractive nuisance.
- E. Assume the risks and bear all costs of damage or destruction, and loss due to theft, burglary or vandalism to any and all of CONSULTANT's equipment, materials, tools, and vehicles owned, hired, leased, or used by CONSULTANT for this Agreement, except to the extent that such damage or destruction and loss result from the negligence or willful misconduct of County.
- F. Ensure that contractors observe and adhere to all requirements of the Manual of Uniform Traffic Control Devices (MUTCD), current edition, provide all safety and security signs, barricades, pedestrian and traffic cones, lights and other related safety fixtures or measures which will forewarn the public of the existence of any hazards related to the Permitted Activities, and of any detours necessary to prevent vehicular and/or personal injury or property damage accidents due to contractor's activities.
- G. CONSULTANT shall manage grants documentation for Appalachian Regional Commission/Department of Community Affairs reimbursement.
- H. Manage project engineer activities, including construction administration and resident project representative, the costs of which are reimbursable under the ARC award.
- I. Ensure that contractors take appropriate steps to secure the work in progress so as not to leave conditions which might create an attractive nuisance during times when work is not ongoing.
- J. At all times, secure its and all contractor's own tools, supplies, equipment and personal property from theft, damage and any casualty.

Project Budget

The following fees and expenses shall be paid to CONSULTANT:

<u>ARC Funded Project Professional Services & Administration</u>	
Allowable Grant Admin (5%)	\$22,591.65
Construction Admin	\$3,300.00
RPR Services (3 mo. X \$4,133.50)	\$12,400.50
Bidding Services	\$2,000.00

<u>Locally Funded Supplemental Funding</u>	
Culvert Replacement Project Administration Fee	\$7,615.48
Total Professional Services & Administration	\$47,907.13

CONTRACT

THIS CONTRACT, made this _____ day of _____, 20____, by and between Walker County, Georgia, hereinafter called "Owner" and _____
_____ doing business as a _____
hereinafter called "Contractor." corporation, individual, or partnership

WITNESSETH: That for and in consideration of the payments and agreements hereafter mentioned:

1. The Contractor will commence and complete the construction of the Battlefield Connector Multi-Use Trail.
2. The Contractor will furnish all the material, supplies, tools, equipment, labor and other services necessary for the completion of the work described herein.
3. The Contractor will commence the work required by the Contract Documents within 10 calendar days after the contract start date of the written Notice to Proceed and will complete the work within the 365-day contract time unless the periods of completion are extended otherwise by the Contract Documents. The Contractor further agrees to pay as liquidated damages, the sum of \$500.00 for each consecutive calendar day in default thereafter as hereinafter provided in the General Conditions.
4. The Contractor agrees to perform all the Work described in the Contract Documents and comply with the terms therein for the sum of \$1,065,413.83.
5. The term "Contract Documents" means and includes the following:
 - a. Advertisement for Bids
 - b. Information for Bidders
 - c. Bid
 - d. Bid Bond
 - e. Contract
 - f. General Conditions
 - g. Supplemental General Conditions
 - h. Payment Bond
 - i. Performance Bond
 - j. Notice of Award
 - k. Notice to Proceed
 - l. Change Order(s)
 - m. Drawings prepared by CTI Engineers, Inc., numbered G-101, G-201, C-101, C201 thru C-207, C-301, C-401, 1001-B, 1019A, 1030D-1 thru 1030D-2, 9031U, 9032B, A-1, A-3, A-4, T-01, T-02, T-03A thru T-03B, T-11A, T-13A thru T-13B, and T-13C
 - n. Specifications prepared or issued by CTI Engineers, Inc., dated December 2024
 - o. Addenda:
No. _____, dated _____, 20____
No. _____, dated _____, 20____
No. _____, dated _____, 20____

6. The Owner will pay to the Contractor in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents.
7. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in four (4) copies each of which shall be deemed an original on the date first above written.

OWNER:
WALKER COUNTY, GEORGIA

By _____

Name _____
(Please Print or Type)

Title _____

WITNESS:

Name _____
(Please Print or Type)

Title _____

(SEAL)

CONTRACTOR:

By _____

Name _____
(Please Print or Type)

Address _____

ATTEST:

Name _____
(Please Print or Type)

Title _____

(SEAL)

Note: Attest for a corporation must be by the corporate secretary; for a partnership by another partner; for an individual by a Notary.

NOTICE OF AWARD

To: Hasbun Construction, LLC
6110 McFarland Station Drive, Unit 806
Alpharetta, GA 30004

Project Description: The work is located along Osburn Rd on the north side of Chickamauga. The Project consists of the following major elements: approximately 3,660 linear feet of 10-foot wide concrete multi-use trail, approximately 910 linear feet of 5-foot wide concrete multi-use trail, storm drainage appurtenances, and pavement striping and roadway signage.

The Owner has considered the Bid submitted by you for the above described work in response to its Advertisement for Bids dated January 15, 2025, and Information for Bidders.

You are hereby notified that your bid has been accepted for items in the amount of \$1,065,567.89 plus deductive change order No. 1 \$154.06 for a total award amount of \$1,065,413.83.

You are required by the Information for Bidders to execute the Contract and furnish the required Contractor's Performance Bond, Payment Bond and certificates of insurance within ten calendar days from the date of this notice to you.

If you fail to execute said Contract and to furnish said bonds within ten days from the date of this notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your bid as abandoned and as a forfeiture of your Bid Bond will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this _____ day of _____, 2025.

WALKER COUNTY, GEORGIA

By _____
Name _____
Title _____

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by Hasbun Construction, LLC, this the _____ day of _____, 2025.

By _____
Name _____
Title _____

CHANGE ORDER



Order No.: 1
Date: June 6, 2025
Agreement Date: _____

CTI PROJECT NO.: G23012
NAME OF PROJECT: Battlefield Connection Multi-Use Trail - Trust For Public Land
OWNER: Walker County, Georgia
CONTRACTOR: Hasbun Construction, LLC

The following changes are hereby made to the Contract Documents:

Change to Contract Price

Original Contract Price:	\$ 1,065,567.89
The Contract Price due to this Change Order will be decreased by:	\$ (154.06)
The new Contract Price including this Change Order will be:	\$ 1,065,413.83

Change to Contract Time

The Contract Time will be increased/decreased 0 calendar days.

Justification

This change order revises the contract by reducing the length of the proposed trail and includes the deducts offered by the contractor, Hasbun Construction, LLC, on the lump sum pay items that are reduced by the change in the original scope of work. It also adds the replacement of the box culvert in Osburn Road at approximate station 23+20. Please see the attached detailed spreadsheets.

Approvals Required

Accepted by:		Hasbun Construction, LLC
Recommended by:		CTI Engineers, Inc.
Ordered by:		Walker County, Georgia Trust for Public Land

SUMMARY OF CHANGE ORDER NO. 1					
CTI Project No.: G23012-01					
Project Name: Battlefield Connector Multi-Use Trail					
Client: Trust For Public Land					
Contractor: Hasbun Construction					
Item No.	Description	Unit	Est. No.	UNIT	Total Contract
			Of Units	PRICE	Amount
SCHEDULE I: BASE BID					
00 66 13	Performance & Payment Bonds (Max 2% of Bid)	LS	1	\$ 20,000.00	\$ 20,000.00
01 11 00	Mobilization (Maximum 2.5% of Bid) Including Locating and Excavating (pot-holing) the Existing Utilities in Coordination with WCWSA, Project Lay-out and Staking, and Coordination with Local Walker County Officials and the Local Schools.	LS	1	\$ 148,304.00	\$ 148,304.00
01 22 00	Traffic Control Devices for Traffic Control and Road Closure to Meet MUTCD and GDOT Requirements and in Coordination with the Walker County Road Department	LS	1	\$ 11,427.18	\$ 11,427.18
01 32 38	Pre-Construction Video Taping of Existing Ground Conditions along the path of the Proposed Multi-Use Trail Construction	LS	1	\$ 1,000.00	\$ 1,000.00
03 30 00	Concrete				
03 30 00a	Cast-In-Place Concrete - 3,000 PSI Class B for Utility Crossings and Other Areas Not Specified or as Directed by Engineer	CY	10	\$ 445.56	\$ 4,455.60
03 30 00b	Cast-In-Place Concrete - 4,000 PSI Class A for 10-Foot-Wide, 6-Inch Thick Multi-Use Trail, Including Excavation, Placement of 2-Inch Bedding Stone, Fine Grading, Form Work, Expansion Joints, Finish Rubbing, Detectable Warning Surface, and Site Restoration, Complete-In-Place	SF	41,600	\$ 9.21	\$ 383,136.00
03 30 00c	Cast-In-Place Concrete - 4,000 PSI Class A for 5-Foot-Wide, 6-Inch Thick Multi-Use Sidewalk/Trail, Including Excavation, Placement of 2-Inch Bedding Stone, Fine Grading, Form Work, Expansion Joints, Finish Rubbing, Detectable Warning Surface, and Site Restoration, Complete-In-Place	SF	3,000	\$ 10.38	\$ 31,140.00
03 30 00d	Class A (4,000 psi) 8-Inch Thick Concrete for Driveway Aprons (Per GDOT Standard A-1), Including Excavation, Bedding, Form Work, Reinforcement Steel, Concrete Mix, Pour and Finish Rubbing, Complete In Place as Shown in Detail on the Plans and as directed by the Engineer.	SF	620	\$ 11.38	\$ 7,055.60
03 30 00e	Class A (4,000 psi) 6-Inch Thick Concrete for Driveway Repairs, Including Excavation, Bedding, Reinforcement Wire, Form Work, Concrete Mix, Pour and Finish Rubbing, Complete In Place as Shown in Detail on the Plans and as directed by the Engineer.	SF	400	\$ 9.43	\$ 3,772.00
03 30 00f	Cast-In-Place Concrete - 4,000 PSI Class A for Concrete Header Curb (GDOT Standard 9032B, Type 2), Including Excavation, 2-Inch Bedding Stone, Form Work, Expansion Joints, Finish Rubbing, and Site Restoration, Complete-In-Place	LF	680	\$ 19.88	\$ 13,518.40
03 30 00g	Class A (4,000 PSI) Concrete for Curb and Gutter, Including Form Work, Expansion Joints, Finish Rubbing, and Roadway Repair. Complete-In-Place.	LF	50	\$ 34.65	\$ 1,732.50
03 30 00h	Installation of Detectable Warning Pad, Including Warning Pad, Installation, Expansion Joints, Finish Rubbing, and Site Restoration, Complete-In-Place	EA	20	\$ 333.96	\$ 6,679.20
31 20 00	Earthwork				
31 20 00a	Clearing and Grubbing, for Installation of Concrete Multi-Use Trail, Including Stripping Topsoil and Stockpiling, Hedge, Brush and Tree Removal and Disposal	LS	1	\$ 36,000.00	\$ 36,000.00
31 20 00b	Unclassified Demolition/Excavation, of Existing Roadway, Curbs, Sidewalks, Brick, and Debris Required to Prepare Sidewalk Subgrade, Including Saw-Cutting, Removal and Disposal of Spoil, Cuts and Fills Where Necessary, and Ditch Grading	LS	1	\$ 18,804.55	\$ 18,804.55
31 20 00c	Demolition, Removal, and Disposal of Existing Storm Structures, Including Concrete Headwalls and Pipe Culverts	LS	1	\$ 8,059.09	\$ 8,059.09
31 20 00d	Schedule I Site Grading Complete, Including Elevation Control, Site Layout, Construction Staking, Cut Excavation and Fill Dirt Placement to Subgrades, Subgrade Preparation, and Fine Grading to Finish Grades as Shown on Drawings.	LS	1	\$ 54,816.49	\$ 54,816.49
31 20 00e	Compacted Fill Dirt, Including Hauling, Placing, and Compacting Approved Fill Dirt Material in Areas Shown on Plan and Profile Drawings as Needed and as Directed by Engineer	CY	900	\$ 65.98	\$ 59,382.00
31 20 00f	Crushed Stone Backfill, in Trench for 60-Inch CPP, 30-Inch, 24-Inch, and 18-Inch Reinforced Concrete Pipe (RCP), 0-6 feet deep, below Concrete Trail from Top of Bedding to Trail Bedding	Tons	150	\$ 60.47	\$ 9,070.50
31 20 00g	Crushed Stone Bedding Material, in Excess of that Required for Standard Bedding and Haunching, Where Unsuitable Soil is Encountered or Where Additional Material for Bedding or Grading is Required or as Directed by the Engineer, Including Undercut Excavation, Disposal, and Stone Placement	CY	250	\$ 99.58	\$ 24,895.00
31 20 00h	Compacted Crushed Base Stone (GAB) for Asphalt and Concrete Pavement Repair Areas, Including Stone Placement, Compaction, and Fine Grading for Roads, Parking Lots, Driveways, and Transitions to Existing Driveways	Tons	40	\$ 60.47	\$ 2,418.80
31 20 00i	Trench Rock Excavation by Drill & Blast, Rock Trenching, or Hoe-ramming Methods, Including Hauling and Proper Disposal of Spoil Materials	LF	50	\$ 116.28	\$ 5,814.00

SUMMARY OF CHANGE ORDER NO. 1					
CTI Project No.: G23012-01					
Project Name: Battlefield Connector Multi-Use Trail					
Client: Trust For Public Land					
Contractor: Hasbun Construction					
Item No.	Description	Unit	Est. No.	UNIT PRICE	Total Contract Amount
			Of Units		
31 20 00j	Sifted Topsoil (Purchased and Imported to Project Site) as Approved by Engineer, Not Including On-site Soil	CY	450	\$ 86.00	\$ 38,700.00
31 20 00j	Final Grading and Cleanup of areas outside Sidewalks, Driveways, Parking Lots, and Roads (On Both Sides), Including Topsoil Placement and Grading (Not Including Grassing and Mulch)	LF	4,650	\$ 2.52	\$ 11,718.00
31 20 00k	Remove and Replace Existing 6-Foot Chain-Link Fence to Match Existing Fence Line	LF	290	\$ 44.00	\$ 12,760.00
31 25 00	Slope Protection and Erosion Control				
31 25 00a	Temporary Silt Fence (Sd1-NS); Type Non-Sensitive Silt Fence, Including Trenching, Installation, Posts, Filter Fabric, Woven Wire Fence Backing, Tie Wire, Bracing, and Maintenance and Removal	LF	3,150	\$ 3.90	\$ 12,285.00
31 25 00b	6" - 12" Type 3 Riprap Stone (Rp), Complete-in-Place where shown on Plans for Outlet Protection, Channel Protection, and Check Dams as Directed by the Engineer and Includes Excavation and Filter Fabric Installation	Tons	80	\$ 80.98	\$ 6,478.40
31 25 00c	Vegetated Channel Lining (Ch-V), Complete-in-Place where shown on Plans for Channel Stabilization as Directed by the Engineer	SF	6,000	\$ 4.07	\$ 24,420.00
31 25 00e	Inlet Sediment Trap (Sd2), For Inlet Protection Including Installation, Maintenance, and Removal	EA	1	\$ 180.00	\$ 180.00
31 25 00f	Construction Entrance (CO), Including Stone and Geotextile Filter Fabric	EA	1	\$ 239.36	\$ 239.36
31 25 00g	Concrete Washout Structure (CW), Including Installation, Maintenance, and Removal	EA	1	\$ 100.00	\$ 100.00
32 10 00	New and Replacement Paving				
32 10 00a	Heavy Duty Asphalt Pavement Replacement for Driveways, Trench Width, with 2" of 9.5mm GDOT mix, Including Saw-Cutting	Tons	20	\$ 330.00	\$ 6,600.00
32 92 19	Seeding and Mulching				
32 92 19a	Temporary Mulching (Ds1)	LF	2,000	\$ 1.08	\$ 2,160.00
32 92 19b	Temporary Seeding and Mulching (Ds2)	LF	4,650	\$ 1.08	\$ 5,022.00
32 92 19c	Permanent Seeding And Mulch (Ds3), Including Topsoil Placement, Seed Fertilizer, Limestone, and Mulch	LF	4,650	\$ 1.26	\$ 5,859.00
33 12 13	Water Service Metering				
33 12 13a	Adjust or Move Water Service Meters and Boxes, for Trail Grading and Installation, Including Excavation, All Material Required for Relocation of Meter and Box, Stone Bedding, and Site Restoration	EA	19	\$ 840.00	\$ 15,960.00
33 12 13b	Adjust Sewer Manholes, Water Valves, or Gas Valve Covers, Including Excavation, Valve Cover Materials and Coordination with Utility Owner	EA	4	\$ 900.00	\$ 3,600.00
33 12 13c	Remove, Adjust, or Relocate Existing Fire Hydrant or Water Vault, Including Excavation, Pipe and Fitting Materials, Stone Bedding and Backfill. (Contractor Shall Coordinate with Water Utility)	EA	2	\$ 7,200.00	\$ 14,400.00
33 40 00	Storm Sewerage				
33 40 00a-1	Dual 60-Inch Corrugated Plastic Pipe (CPP) Drainage Crossing at Station 1+70, Complete in Place, Including Excavation, Disposal of Soil and Debris, Bedding and Backfill, Grading, Concrete Headwalls, Handrail, and Site Restoration (Cast-In-Place Concrete for Trail Paid Separately)	EA	1	\$ 6,912.00	\$ 6,912.00
33 40 00a-2	Dual 60-Inch Corrugated Plastic Pipe (CPP) Drainage Crossing at Station 23+25, Complete in Place, Including Excavation, Disposal of Soil and Debris, Bedding and Backfill, Grading, Concrete Headwalls, Handrail, and Site Restoration (Cast-In-Place Concrete for Trail Paid Separately)	EA	1	\$ 6,012.00	\$ 6,012.00
33 40 00b-1	24-Inch Reinforced Concrete Pipe (RCP), Including Excavation, Disposal of Soil and Debris, Bedding, Complete-In-Place (Crushed Stone Backfill Paid Separately)	LF	40	\$ 168.00	\$ 6,720.00
33 40 00b-2	18-Inch Reinforced Concrete Pipe (RCP), Including Excavation, Disposal of Soil and Debris, Bedding, Complete-In-Place (Crushed Stone Backfill Paid Separately)	LF	20	\$ 120.00	\$ 2,400.00
33 40 00c	Cut-In Drop Inlet (GDOT Standard 1019A, Type E) on Existing 30-Inch Reinforced Concrete Pipe (RCP), Including Saw-Cutting Asphalt Pavement, Excavation, Disposal of Soil and Debris, Bedding and Backfill, Replacement of Asphalt Pavement Surface as Required, Complete-In-Place	EA	1	\$ 5,200.00	\$ 5,200.00
33 40 00d	Junction Box (GDOT Standard 9031U, Type E) on Existing 18-Inch Reinforced Concrete Pipe (RCP), Including Saw-Cutting Asphalt Pavement, Excavation, Disposal of Soil and Debris, Bedding and Backfill, Connection to Existing Dual 12-Inch Corrugated Metal Pipes (CMP), Complete-In-Place	EA	1	\$ 5,850.00	\$ 5,850.00
33 40 00e	12-Inch Trench Drain, Including Excavation, 2-Inch Stone Bedding, Concrete Channel and Rebar, Cast Iron Frame and Grate, and Site Restoration	LF	22	\$ 124.40	\$ 2,736.80
33 40 00f-1	Concrete Headwall (GDOT Standard 1001-B) for 30-Inch Culvert, Including Excavation, 2-Inch Bedding Stone, Form Work, Expansion Joints, Finish Rubbing, and Site Restoration, Complete-In-Place	EA	1	\$ 2,891.50	\$ 2,891.50

SUMMARY OF CHANGE ORDER NO. 1					
CTI Project No.: G23012-01					
Project Name: Battlefield Connector Multi-Use Trail					
Client: Trust For Public Land					
Contractor: Hasbun Construction					
Item No.	Description	Unit	Est. No.	UNIT PRICE	Total Contract Amount
			Of Units		
33 40 00f-2	Concrete Headwall (GDOT Standard 1001-B) for 24-Inch Culvert, Including Excavation, 2-Inch Bedding Stone, Form Work, Expansion Joints, Finish Rubbing, and Site Restoration, Complete-In-Place	EA	1	\$ 2,746.92	\$ 2,746.92
34 00 00	Signs, Striping, and Signalization				
34 00 00a	White Thermoplastic Solid Traffic Stripe for Crosswalks (GDOT Standard T-11A)	LF	570	\$ 4.80	\$ 2,736.00
34 00 00b	24-Inch White Thermoplastic Solid Traffic Stripe for Stop Bars (GDOT Standard T-11A)	LF	30	\$ 12.00	\$ 360.00
34 00 00c-1	White Thermoplastic Solid Pavement Marking Word "Ahead" (GDOT Standard T-13A, Type 4)	EA	2	\$ 840.00	\$ 1,680.00
34 00 00c-2	White Thermoplastic Solid Pavement Marking Word "Slow" (GDOT Standard T-13A, Type 5)	EA	2	\$ 840.00	\$ 1,680.00
34 00 00d	Standard W16-1P "Share The Road" MUTCD Sign, Including Sign Plate, Framing, and Post Installation, Complete-In-Place	EA	2	\$ 840.00	\$ 1,680.00
34 00 00e	Relocate Existing Road Sign, Complete-In-Place	EA	5	\$ 300.00	\$ 1,500.00
34 00 00f	Relocate Existing Mailbox, Complete-In-Place	EA	5	\$ 500.00	\$ 2,500.00
TOTAL SCHEDULE I - BASE BID					\$ 1,065,567.89
DEDUCTIVE CHANGE ORDER NO. 1					
ITEMS TO BE DELETED DUE TO REVISED UNIT PRICE					
01 11 00	Mobilization (Maximum 2.5% of Bid) Including Locating and Excavating (pot-holing) the Existing Utilities in Coordination with WCWSA, Project Lay-out and Staking, and Coordination with Local Walker County Officials and the Local Schools.	LS	-1	\$ 148,304.00	\$ (148,304.00)
31 20 00a	Clearing and Grubbing, for Installation of Concrete Multi-Use Trail, Including Stripping Topsoil and Stockpiling, Hedge, Brush and Tree Removal and Disposal	LS	-1	\$ 36,000.00	\$ (36,000.00)
31 20 00b	Unclassified Demolition/Excavation, of Existing Roadway, Curbs, Sidewalks, Brick, and Debris Required to Prepare Sidewalk Subgrade, Including Saw-Cutting, Removal and Disposal of Spoil, Cuts and Fills Where Necessary, and Ditch Grading	LS	-1	\$ 18,804.55	\$ (18,804.55)
31 20 00c	Demolition, Removal, and Disposal of Existing Storm Structures, Including Concrete Headwalls and Pipe Culverts	LS	-1	\$ 8,059.09	\$ (8,059.09)
31 20 00d	Schedule I Site Grading Complete, Including Elevation Control, Site Layout, Construction Staking, Cut Excavation and Fill Dirt Placement to Subgrades, Subgrade Preparation, and Fine Grading to Finish Grades as Shown on Drawings.	LS	-1	\$ 54,816.49	\$ (54,816.49)
TOTAL DEDUCTIVE AMOUNT OF REVISED UNIT PRICES FOR LUMP SUM ITEMS					\$ (265,984.13)
ITEMS TO BE ADDED BACK DUE CHANGE IN UNIT PRICE					
01 11 00	Mobilization (Maximum 2.5% of Bid) Including Locating and Excavating (pot-holing) the Existing Utilities in Coordination with WCWSA, Project Lay-out and Staking, and Coordination with Local Walker County Officials and the Local Schools.	LS	1	\$ 22,500.00	\$ 22,500.00
31 20 00a	Clearing and Grubbing, for Installation of Concrete Multi-Use Trail, Including Stripping Topsoil and Stockpiling, Hedge, Brush and Tree Removal and Disposal	LS	1	\$ 18,000.00	\$ 18,000.00
31 20 00b	Unclassified Demolition/Excavation, of Existing Roadway, Curbs, Sidewalks, Brick, and Debris Required to Prepare Sidewalk Subgrade, Including Saw-Cutting, Removal and Disposal of Spoil, Cuts and Fills Where Necessary, and Ditch Grading	LS	1	\$ 15,917.05	\$ 15,917.05
31 20 00c	Demolition, Removal, and Disposal of Existing Storm Structures, Including Concrete Headwalls and Pipe Culverts	LS	1	\$ 6,821.59	\$ 6,821.59
31 20 00d	Schedule I Site Grading Complete, Including Elevation Control, Site Layout, Construction Staking, Cut Excavation and Fill Dirt Placement to Subgrades, Subgrade Preparation, and Fine Grading to Finish Grades as Shown on Drawings.	LS	1	\$ 163,629.49	\$ 163,629.49
TOTAL ADDED AMOUNT FOR REVISED UNIT PRICES FOR LUMP SUM ITEMS					\$ 226,868.13
CHANGE ORDER NO. 1 SUMMARY					
TOTAL DEDUCTIVE AMOUNT OF REVISED UNIT PRICES FOR LUMP SUM ITEMS					\$ (265,984.13)
TOTAL ADDED AMOUNT FOR REVISED UNIT PRICES FOR LUMP SUM ITEMS					\$ 226,868.13
NET DEDUCTIVE AMOUNT DUE TO CHANGE IN ESTIMATED QUANTITIES					\$ (113,331.28)
TOTAL ESTIMATED AMOUNT OF DEDUCTIVE CHANGE ORDER					\$ (152,447.28)
SCHEDULE 2 - ADDITION OF BOX CULVERT REPLACEMENT					
1	Remove Existing Guard Rails	LF	60	\$ 20.70	\$ 1,242.00
2	Grading Complete (Including Demo and Grading)	LS	1	\$ 51,110.44	\$ 51,110.44

SUMMARY OF CHANGE ORDER NO. 1					
CTI Project No.: G23012-01					
Project Name: Battlefield Connector Multi-Use Trail					
Client: Trust For Public Land					
Contractor: Hasbun Construction					
Item No.	Description	Unit	Est. No.	UNIT PRICE	Total Contract Amount
			Of Units		
3	Traffic Control for Box Culvert Replacement	LS	1	\$ 4,661.04	\$ 4,661.04
4	Pre-Cast 5' x 10' Concrete Box Culvert Including Wing Walls and Apron	LS	1	\$ 96,609.60	\$ 96,609.60
5	GAB Stone	TON	16	\$ 58.52	\$ 936.32
6	25 mm Superpave Asphalt	TON	14	\$ 510.73	\$ 7,150.22
7	Handrail Installation	LF	30	\$ 116.92	\$ 3,507.60
8	DELETE - Dual 60-inch Corrugated Plastic Pipe at Station 1+70	EA	-1	\$ 6,912.00	\$ (6,912.00)
9	DELETE - Dual 60-inch Corrugated Plastic Pipe at Station 23+25	EA	-1	\$ 6,012.00	\$ (6,012.00)
	TOTAL ESTIMATED ADDITIONAL AMOUNT FOR SCHEDULE 2 - BOX CULVERT REPLACEMENT				\$ 152,293.22
	ADJUSTED CONTRACT SUMMARY				
	TOTAL SCHEDULE I - BASE BID				\$ 1,065,567.89
	TOTAL ESTIMATED AMOUNT OF DEDUCTIVE CHANGE ORDER				\$ (152,447.28)
	ESTIMATED AMOUNT FOR SCHEDULE 2 - BOX CULVERT				\$ 152,293.22
	NET AMOUNT OF CHANGE ORDER 1 WITH SCHEDULE 2 ADDED				\$ (154.06)
	ESTIMATED TOTAL ADJUSTED BEGINNING CONTRACT AMOUNT				\$ 1,065,413.83

BID SCHEDULE FOR UNIT PRICE BATTLEFIELD CULVERT REPLACEMENT WALKER COUNTY, GEORGIA						
Item No.	Description	Unit	Est. No. of Units	Unit Price	Item Total	
DEMO						
1	REMOVE EXISTING GUARDRAILS	LF	60	\$ 20.70	\$1,242.00	
2	GRADING COMPLETE (DEMO AND GRADING)	LS	1	\$ 51,110.44	\$51,110.44	
3	TRAFFIC CONTROL	LS	1	\$ 4,661.04	\$4,661.04	
NEW CULVERT AND ENDWALLS						
4	PRECAST CONCRETE BOX CULVERT 10' SPAN. 5' RISE, INCLUDING WING WALLS AND APRON	LS	1	\$ 96,609.60	\$96,609.60	
6	GAB	TON	16	\$ 58.52	\$936.32	
7	ASPH CONC 25MM SUPERPAVE, GP 1 OR 2	TON	14	\$ 510.73	\$7,150.22	
8	HANDRAIL	LF	30	\$ 116.92	\$3,507.60	
9	Dual 60-Inch Corrugated Plastic Pipe (CPP) Drainage Crossing at Station 1+70, Complete in Place, Including Excavation, Disposal of Soil and Debris, Bedding and Backfill, Grading, Concrete Headwalls, Handrail, and Site Restoration (Cast-In-Place Concrete for Trail Paid Separately)	EA	-1	\$ 6,912.00	-\$6,912.00	
10	Dual 60-Inch Corrugated Plastic Pipe (CPP) Drainage Crossing at Station 23+25, Complete in Place, Including Excavation, Disposal of Soil and Debris, Bedding and Backfill, Grading, Concrete Headwalls, Handrail, and Site Restoration (Cast-In-Place Concrete for Trail Paid Separately)	EA	-1	\$ 6,012.00	-\$6,012.00	
				TOTAL	\$152,293.22	

SUMMARY OF CONTRACT DEDUCTIONS SUBMITTED BY HASBUN CONSTRUCTION, LLC								
CTI Project No.: G23012-01	Battlefield Connector Multi-Use Trail							
Project Name:	Trust For Public Land							
Client:	Hasbun Construction							
Contractor:								
Item No.	Description	Unit	Est. No. Of Units	Revised Unit Price	Revised Contract Amount	Est. No. Of Units	Original Unit Price	Original Contract Amount
SCHEDULE 1: BASE BID								
00 66 13	Performance & Payment Bonds (Max 2% of Bid)	LS	1	\$ 20,000.00	\$ 20,000.00	1	\$ 20,000.00	\$ 20,000.00
01 11 00	Mobilization (Maximum 2.5% of Bid) Including Locating and Excavating (pot-holing) the Existing Utilities in Coordination with WCWSA, Project Lay-out and Staking, and Coordination with Local Walker County Officials and the Local Schools.	LS	1	\$ 22,500.00	\$ 22,500.00	1	\$ 148,304.00	\$ 148,304.00
01 22 00	Traffic Control Devices for Traffic Control and Road Closure to Meet MUTCD and GDOT Requirements and in Coordination with the Walker County Road Department	LS	1	\$ 11,427.18	\$ 11,427.18	1	\$ 11,427.18	\$ 11,427.18
01 32 38	Pre-Construction Video Taping of Existing Ground Conditions along the path of the Proposed Multi-Use Trail Construction	LS	1	\$ 1,000.00	\$ 1,000.00	1	\$ 1,000.00	\$ 1,000.00
03 30 00	Cast-In-Place Concrete. All Material and Labor, Including Form Work, Reinforcing, Concrete, and Finishing, Complete in Place as Specified and/or Shown on the Drawings							
03 30 00a	Cast-In-Place Concrete - 3,000 PSI Class B for Utility Crossings and Other Areas Not Specified or as Directed by Engineer	CY	10	\$ 445.56	\$ 4,455.60	10	\$ 445.56	\$ 4,455.60
03 30 00b	Cast-In-Place Concrete - 4,000 PSI Class A for 10-Foot-Wide, 6-Inch Thick Multi-Use Trail, Including Excavation, Placement of 2-Inch Bedding Stone, Fine Grading, Form Work, Expansion Joints, Finish Rubbing, Detectable Warning Surface, and Site Restoration, Complete-In-Place	SF	40,170	\$ 9.21	\$ 369,965.70	41,600	\$ 9.21	\$ 383,136.00
03 30 00c	Cast-In-Place Concrete - 4,000 PSI Class A for 5-Foot-Wide, 6-Inch Thick Multi-Use Sidewalk/Trail, Including Excavation, Placement of 2-Inch Bedding Stone, Fine Grading, Form Work, Expansion Joints, Finish Rubbing, Detectable Warning Surface, and Site Restoration, Complete-In-Place	SF	0	\$ 10.38	\$ -	3,000	\$ 10.38	\$ 31,140.00
03 30 00d	Class A (4,000 psi) 8-inch Thick Concrete for Driveway Aprons (Per GDOT Standard A-1), Including Excavation, Bedding, Form Work, Reinforcement Steel, Concrete Mix, Pour and Finish Rubbing, Complete In Place as Shown in Detail on the Plans and as directed by the Engineer.	SF	620	\$ 11.38	\$ 7,055.60	620	\$ 11.38	\$ 7,055.60
03 30 00e	Class A (4,000 psi) 6-inch Thick Concrete for Driveway Repairs, Including Excavation, Bedding, Reinforcement Wire, Form Work, Concrete Mix, Pour and Finish Rubbing, Complete In Place as Shown in Detail on the Plans and as directed by the Engineer.	SF	250	\$ 9.43	\$ 2,357.50	400	\$ 9.43	\$ 3,772.00
03 30 00f	Cast-In-Place Concrete - 4,000 PSI Class A for Concrete Header Curb (GDOT Standard 9032B, Type 2), Including Excavation, 2-Inch Bedding Stone, Form Work, Expansion Joints, Finish Rubbing, and Site Restoration, Complete-In-Place	LF	680	\$ 19.88	\$ 13,518.40	680	\$ 19.88	\$ 13,518.40
03 30 00g	Class A (4,000 PSI) Concrete for Curb and Gutter, Including Form Work, Expansion Joints, Finish Rubbing, and Roadway Repair. Complete In-Place	LF	50	\$ 34.65	\$ 1,732.50	50	\$ 34.65	\$ 1,732.50
03 30 00h	Installation of Detectable Warning Pad, Including Warning Pad, Installation, Expansion Joints, Finish Rubbing, and Site Restoration, Complete-In-Place	EA	20	\$ 333.96	\$ 6,679.20	20	\$ 333.96	\$ 6,679.20
31 20 00	Earthwork							
31 20 00a	Clearing and Grubbing, for Installation of Concrete Multi-Use Trail, Including Stripping Topsoil and Stockpiling, Hedge, Brush and Tree Removal and Disposal	LS	1	\$ 18,000.00	\$ 18,000.00	1	\$ 36,000.00	\$ 36,000.00
31 20 00b	Unclassified Demolition/Excavation, of Existing Roadway, Curbs, Sidewalks, Brick, and Debris Required to Prepare Sidewalk Subgrade, Including Saw-Cutting, Removal and Disposal of Spoil, Cuts and Fills Where Necessary, and Ditch Grading	LS	1	\$ 15,917.05	\$ 15,917.05	1	\$ 18,804.55	\$ 18,804.55
31 20 00c	Demolition, Removal, and Disposal of Existing Storm Structures, Including Concrete Headwalls and Pipe Culverts	LS	1	\$ 6,821.59	\$ 6,821.59	1	\$ 8,059.09	\$ 8,059.09
31 20 00d	Schedule I Site Grading Complete, Including Elevation Control, Site Layout, Construction Staking, Cut Excavation and Fill Dirt Placement to Subgrades, Subgrade Preparation, and Fine Grading to Finish Grades as Shown on Drawings.	LS	1	\$ 163,629.49	\$ 163,629.49	1	\$ 54,816.49	\$ 54,816.49
31 20 00e	Compacted Fill Dirt, Including Hauling, Placing, and Compacting Approved Fill Dirt Material in Areas Shown on Plan and Profile Drawings as Needed and as Directed by Engineer	CY	738	\$ 65.98	\$ 48,693.24	900	\$ 65.98	\$ 59,382.00
31 20 00f	Crushed Stone Backfill, in Trench for 60-Inch CPP, 30-Inch, 24-Inch, and 18-Inch Reinforced Concrete Pipe (RCP), 0-6 feet deep, below Concrete Trail from Top of Bedding to Trail Bedding	Tons	150	\$ 60.47	\$ 9,070.50	150	\$ 60.47	\$ 9,070.50
31 20 00g	Crushed Stone Bedding Material, in Excess of that Required for Standard Bedding and Haunching, Where Unsuitable Soil is Encountered or Where Additional Material for Bedding or Grading is Required or as Directed by the Engineer, Including Undercut Excavation, Disposal, and Stone Placement	CY	205	\$ 99.58	\$ 20,413.90	250	\$ 99.58	\$ 24,895.00
31 20 00h	Compacted Crushed Base Stone (GAB) for Asphalt and Concrete Pavement Repair Areas, Including Stone Placement, Compaction, and Fine Grading for Roads, Parking Lots, Driveways, and Transitions to Existing Driveways	Tons	40	\$ 60.47	\$ 2,418.80	40	\$ 60.47	\$ 2,418.80
31 20 00i	Trench Rock Excavation by Drill & Blast, Rock Trenching, or Hoerammung Methods, Including Hauling and Proper Disposal of Spoil Materials	LF	50	\$ 116.28	\$ 5,814.00	50	\$ 116.28	\$ 5,814.00
31 20 00j	Sifted Topsoil (Purchased and Imported to Project Site) as Approved by Engineer, Not Including On-site Soil	CY	360	\$ 86.00	\$ 30,960.00	450	\$ 86.00	\$ 38,700.00
31 20 00j	Final Grading and Cleanup of areas outside Sidewalks, Driveways, Parking Lots, and Roads (On Both Sides), Including Topsoil Placement and Grading (Not Including Grassing and Mulch)	LF	3,775	\$ 2.52	\$ 9,513.00	4,650	\$ 2.52	\$ 11,718.00
31 20 00k	Remove and Replace Existing 6-Foot Chain-Link Fence to Match Existing Fence Line	LF	0	\$ 44.00	\$ -	290	\$ 44.00	\$ 12,760.00
31 25 00	Slope Protection and Erosion Control							
31 25 00a	Temporary Silt Fence (Sd1-NS); Type Non-Sensitive Silt Fence, Including Trenching, Installation, Posts, Filter Fabric, Woven Wire Fence Backing, Tie Wire, Bracing, and Maintenance and Removal	LF	3,150	\$ 3.90	\$ 12,285.00	3,150	\$ 3.90	\$ 12,285.00
31 25 00b	6" - 12" Type 3 Riprap Stone (Rp), Complete-in-Place where shown on Plans for Outlet Protection, Channel Protection, and Check Dams as Directed by the Engineer and Includes Excavation and Filter Fabric Installation	Tons	40	\$ 80.98	\$ 3,239.20	80	\$ 80.98	\$ 6,478.40

SUMMARY OF CONTRACT DEDUCTIONS SUBMITTED BY HASBUN CONSTRUCTION, LLC								
CTI Project No.: G23012-01								
Project Name: Battlefield Connector Multi-Use Trail								
Client: Trust For Public Land								
Contractor: Hasbun Construction								
Item No.	Description	Unit	Est. No. Of Units	Revised Unit Price	Revised Contract Amount	Est. No. Of Units	Original Unit Price	Original Contract Amount
31 25 00c	Vegetated Channel Lining (Ch-V), Complete-in-Place where shown on Plans for Channel Stabilization as Directed by the Engineer	SF	4,400	\$ 4.07	\$ 17,908.00	6,000	\$ 4.07	\$ 24,420.00
31 25 00e	Inlet Sediment Trap (Sd2), For Inlet Protection Including Installation, Maintenance, and Removal	EA	1	\$ 180.00	\$ 180.00	1	\$ 180.00	\$ 180.00
31 25 00f	Construction Entrance (CO), Including Stone and Geotextile Filter Fabric	EA	1	\$ 239.36	\$ 239.36	1	\$ 239.36	\$ 239.36
31 25 00g	Concrete Washout Structure (CW), Including Installation, Maintenance, and Removal	EA	1	\$ 100.00	\$ 100.00	1	\$ 100.00	\$ 100.00
32 10 00	New and Replacement Paving							
32 10 00a	Heavy Duty Asphalt Pavement Replacement for Driveways, Trench Width, with 2" of 9.5mm GDOT mix, Including Saw-Cutting	Tons	20	\$ 330.00	\$ 6,600.00	20	\$ 330.00	\$ 6,600.00
32 92 19	Seeding and Mulching							
32 92 19a	Temporary Mulching (Ds1)	LF	2,000	\$ 1.08	\$ 2,160.00	2,000	\$ 1.08	\$ 2,160.00
32 92 19b	Temporary Seeding and Mulching (Ds2)	LF	3,775	\$ 1.08	\$ 4,077.00	4,650	\$ 1.08	\$ 5,022.00
32 92 19c	Permanent Seeding And Mulch (Ds3), Including Topsoil Placement, Seed Fertilizer, Limestone, and Mulch	LF	3,775	\$ 1.26	\$ 4,756.50	4,650	\$ 1.26	\$ 5,859.00
32 12 13	Water Service Metering							
33 12 13a	Adjust or Move Water Service Meters and Boxes, for Trail Grading and Installation, Including Excavation, All Material Required for Relocation of Meter and Box, Stone Bedding, and Site Restoration	EA	19	\$ 840.00	\$ 15,960.00	19	\$ 840.00	\$ 15,960.00
33 12 13b	Adjust Sewer Manholes, Water Valves, or Gas Valve Covers, Including Excavation, Valve Cover Materials and Coordination with Utility Owner	EA	4	\$ 900.00	\$ 3,600.00	4	\$ 900.00	\$ 3,600.00
33 12 13c	Remove, Adjust, or Relocate Existing Fire Hydrant or Water Vault, Including Excavation, Pipe and Fitting Materials, Stone Bedding and Backfill, (Contractor Shall Coordinate with Water Utility)	EA	2	\$ 7,200.00	\$ 14,400.00	2	\$ 7,200.00	\$ 14,400.00
33 40 00	Storm Sewerage							
33 40 00a-1	Dual 60-Inch Corrugated Plastic Pipe (CPP) Drainage Crossing at Station 1+70, Complete in Place, Including Excavation, Disposal of Soil and Debris, Bedding and Backfill, Grading, Concrete Headwalls, Handrail, and Site Restoration (Cast-In-Place Concrete for Trail Paid Separately)	EA	1	\$ 6,912.00	\$ 6,912.00	1	\$ 6,912.00	\$ 6,912.00
33 40 00a-2	Dual 60-Inch Corrugated Plastic Pipe (CPP) Drainage Crossing at Station 23+25, Complete in Place, Including Excavation, Disposal of Soil and Debris, Bedding and Backfill, Grading, Concrete Headwalls, Handrail, and Site Restoration (Cast-In-Place Concrete for Trail Paid Separately)	EA	1	\$ 6,012.00	\$ 6,012.00	1	\$ 6,012.00	\$ 6,012.00
33 40 00b-1	24-Inch Reinforced Concrete Pipe (RCP), Including Excavation, Disposal of Soil and Debris, Bedding, Complete-In-Place (Crushed Stone Backfill Paid Separately)	LF	0	\$ 168.00	\$ -	40	\$ 168.00	\$ 6,720.00
33 40 00b-2	18-Inch Reinforced Concrete Pipe (RCP), Including Excavation, Disposal of Soil and Debris, Bedding, Complete-In-Place (Crushed Stone Backfill Paid Separately)	LF	10	\$ 120.00	\$ 1,200.00	20	\$ 120.00	\$ 2,400.00
33 40 00c	Cut-In Drop Inlet (GDOT Standard 1019A, Type E) on Existing 30-Inch Reinforced Concrete Pipe (RCP), Including Saw-Cutting Asphalt Pavement, Excavation, Disposal of Soil and Debris, Bedding and Backfill, Replacement of Asphalt Pavement Surface as Required, Complete-In-Place	EA	1	\$ 5,200.00	\$ 5,200.00	1	\$ 5,200.00	\$ 5,200.00
33 40 00d	Junction Box (GDOT Standard 9031U, Type E) on Existing 18-Inch Reinforced Concrete Pipe (RCP), Including Saw-Cutting Asphalt Pavement, Excavation, Disposal of Soil and Debris, Bedding and Backfill, Connection to Existing Dual 12-Inch Corrugated Metal Pipes (CMP), Complete-In-Place	EA	0	\$ 5,850.00	\$ -	1	\$ 5,850.00	\$ 5,850.00
33 40 00e	12-Inch Trench Drain, Including Excavation, 2-Inch Stone Bedding, Concrete Channel and Rebar, Cast Iron Frame and Grate, and Site Restoration	LF	22	\$ 124.40	\$ 2,736.80	22	\$ 124.40	\$ 2,736.80
33 40 00f-1	Concrete Headwall (GDOT Standard 1001-B) for 30-Inch Culvert, Including Excavation, 2-Inch Bedding Stone, Form Work, Expansion Joints, Finish Rubbing, and Site Restoration, Complete-In-Place	EA	1	\$ 2,891.50	\$ 2,891.50	1	\$ 2,891.50	\$ 2,891.50
33 40 00f-2	Concrete Headwall (GDOT Standard 1001-B) for 24-Inch Culvert, Including Excavation, 2-Inch Bedding Stone, Form Work, Expansion Joints, Finish Rubbing, and Site Restoration, Complete-In-Place	EA	0	\$ 2,746.92	\$ -	1	\$ 2,746.92	\$ 2,746.92
34 00 00	Signs, Striping, and Signalization							
34 00 00a	White Thermoplastic Solid Traffic Stripe for Crosswalks (GDOT Standard T-11A)	LF	275	\$ 4.80	\$ 1,320.00	570	\$ 4.80	\$ 2,736.00
34 00 00b	24-Inch White Thermoplastic Solid Traffic Stripe for Stop Bars (GDOT Standard T-11A)	LF	30	\$ 12.00	\$ 360.00	30	\$ 12.00	\$ 360.00
34 00 00c-1	White Thermoplastic Solid Pavement Marking Word "Ahead" (GDOT Standard T-13A, Type 4)	EA	2	\$ 840.00	\$ 1,680.00	2	\$ 840.00	\$ 1,680.00
34 00 00c-2	White Thermoplastic Solid Pavement Marking Word "Slow" (GDOT Standard T-13A, Type 5)	EA	2	\$ 840.00	\$ 1,680.00	2	\$ 840.00	\$ 1,680.00
34 00 00d	Standard W16-1P "Share The Road" MUTCD Sign, Including Sign Plate, Framing, and Post Installation, Complete-In-Place	EA	2	\$ 840.00	\$ 1,680.00	2	\$ 840.00	\$ 1,680.00
34 00 00e	Relocate Existing Road Sign, Complete-In-Place	EA	5	\$ 300.00	\$ 1,500.00	5	\$ 300.00	\$ 1,500.00
34 00 00f	Relocate Existing Mailbox, Complete-In-Place	EA	5	\$ 500.00	\$ 2,500.00	5	\$ 500.00	\$ 2,500.00
	TOTAL SCHEDULE 1 - BASE BID				\$ 913,120.61			\$ 1,065,567.89
	CONTRACT SUMMARY							
	TOTAL SCHEDULE 1 - BASE BID				\$ 913,120.61			\$ 1,065,567.89
	ESTIMATED AMOUNT FOR SCHEDULE 2 - BOX CULVERT				\$ 152,293.22			\$ 152,293.22
	ESTIMATED DEDUCTS TO ELIMINATED OSBUNR STREET WORK							
	ESTIMATED TOTAL ADJUSTED CONTRACT AMOUNT				\$ 1,065,413.83			\$ (152,447.28)
								\$ 1,065,413.83

AUTOMATIC AID AGREEMENT



New Salem Fire & Rescue, Inc
12477 Hwy 136 E.
Rising Fawn
newsalemfr@tvn.net

Chief Rodney Ross
Assistant chief Gary Gross

July 10, 2025

Agreement for automatic mutual aid for fire protection and other emergencies between Walker County Fire Rescue and New Salem Fire & Rescue, Inc. This agreement is made within the context of the Tri-State Mutual Aid Association of which both departments are a member.

WHEREAS, it is considered in the best interest of both departments participating herein that an automatic mutual aid agreement be established to cover automatic response on the first alarm of the fire and/or other emergencies to either department’s response area.

AND WHEREAS, that in the event of a fire, need for fire services, or other emergencies, either party may automatically call for fire apparatus, manpower or other necessary equipment of the other participating department herein named for assistance.

IT IS THEREFORE AGREED:

- I. That said agreement be mutual with both departments.
- II. That all automatic paging will be immediate.
- III. That all conditions, procedures, and liability protection found in the Tri-State Mutual Aid Agreement is extended to this agreement.
- IV. All requests for assistance beyond the automatic aid on the first alarm, other than special exceptions noted, will be handled as any other mutual aid alarm by the Tri-State Mutual Aid Association.
- V. The ranking officer or their assistant for the department whose district the alarm occurs will act as the incident commander.

AUTOMATIC AID AGREEMENT

- VI. Chief Officers from both departments will make every effort to either cancel while en route or return to service from the scene, any automatic aid companies not needed
- VII. Both departments will conduct joint drills at least quarterly.
- VIII. Responding apparatus will operate on the day-to-day radio frequency of the department in whose district the incident has occurred or the mutual aid frequency if needed.
- IX. Assistance shall be rendered to each department providing the personnel and equipment of the fire department called to assist are not engaged in another alarm incident. It is further agreed that neither fire department shall be liable for failure to respond.
- X. This agreement shall automatically renew each year.
- XI. Either department can terminate the agreement at any time.

AREA OF AUTOMATIC AID RESPONSE (Outside Boundary)

Walker County Fire Rescue will provide automatic aid to New Salem Fire & Rescue, Inc. in the Head River/Menlo response area for Dade County (Detailed in CAD map).

New Salem Fire & Rescue, Inc. will provide automatic aid to Walker County Fire Rescue in the primary service area of Walker County from Durham Road at Highway 157, south to Yankee Road (Detailed in CAD map).

AUTOMATIC AID AGREEMENT

AUTOMATIC AID ASSIGNMENTS

- I. Walker County Fire Rescue will respond with one (1) Engine (Pumper) company to all reported residential and commercial structure fires in the outlined automatic aid response district within New Salem Fire & Rescue’s district.
- II. New Salem Fire & Rescue, Inc. will respond with one (1) Engine company or one (1) Tender company to all reported residential and commercial structure fires in the outlined automatic aid response district within Walker County Fire Rescues district.
- III. New Salem Fire & Rescue, Inc. will respond with one (1) Engine company or one (1) Tender company to all vehicle fires in the outlined automatic aid response district within Walker County Fire Rescue district.
- IV. New Salem Fire & Rescue, Inc. will respond with one (1) Engine company or one (1) Tender company to all wildland fires with structures endangered, in the outlined automatic aid response district within Walker County Fire Department district.
- V. New Salem Fire & Rescue, Inc. will respond with one (1) Engine company or one (1) Rescue company to all MVA with injuries in the outlined automatic aid response district within Walker County Fire Rescue district.
- VI. Chief Officers from either department may respond to the other department’s district when needed.
- VII. Other automatic aid assignments may be added as deemed necessary by Walker County Fire Rescue and New Salem Fire & Rescue, Inc. fire officials.

Dated this 1st day of August, 2025.

Walker County Government

X _____
Chairwoman Angie Teems

New Salem Fire & Rescue, Inc.

Walker County Fire Rescue

X _____
Fire Chief

X _____
Fire Chief

AUTOMATIC AID AGREEMENT

AUTOMATIC AID BETWEEN Walker County Fire Rescue AND THE NEW SALEM FIRE & RESCUE, INC. OF DADE COUNTY GEORGIA: DISPATCHER DIRECTORY

AREA OF AUTOMATIC AID RESPONSE (Outside boundary) (See attached map for outside boundary)

On all reported structure fires within the following outlined area, the Dade County 911 Center shall immediately be requested to dispatch one (1) Engine company or one (1) Tender company or one (1) Rescue company from the New Salem Fire & Rescue, Inc.

AREA: The entire protection area of Walker County from Durham Road south to Yankee Road.

Upon request from Dade County, Walker County 911 Center will immediately dispatch one (1) Tender to all reported residential and commercial structure fires in the following outlined area in Dade County.

AREA: The New Salem Fire and Rescue protection area in the Head River/Menlo for Dade County.

SPECIAL ASSIGNMENT:

New Salem Fire Rescue, INC. Equipment

- 1. Three (3) Class A type 1 Pumper/Engines
- 2. Two (2) 2000 Gallon Tankers
- 3. Two (2) Rescue Trucks

Walker County Fire Rescue

- 1. One (1) Class A Pumper
- 2. One Squad (Rescue)

The logo for New Salem Fire & Rescue is a shield-shaped emblem. At the top, it says "NEW SALEM". Below that, "STRONGER" is written in a smaller font. The center of the shield features a coat of arms with a green field, a white cross, and a red chief. Flanking the coat of arms are two golden lions. Below the coat of arms, it says "THROUGH EFFORT". At the bottom of the shield, "FIRE & RESCUE" is written. The entire logo is set against a red background.

AUTOMATIC AID AGREEMENT

New Salem Fire & Rescue, Inc
12477 Hwy 136 E.
Rising Fawn
newsalemfr@tyn.net

Chief Rodney Ross
Assistant chief Gary Gross

July 10, 2025

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AND WHEREAS, that in the event of a fire, need for fire services, or other emergencies, either party may automatically call for fire apparatus, manpower or other necessary equipment of the other participating department herein named for assistance.

IT IS THEREFORE AGREED:

- I. That said agreement be mutual with both departments.
- II. That all automatic paging will be immediate.
- III. That all conditions, procedures, and liability protection found in the Tri-State Mutual Aid Agreement is extended to this agreement.
- IV. All requests for assistance beyond the automatic aid on the first alarm, other than special exceptions noted, will be handled as any other mutual aid alarm by the Tri-State Mutual Aid Association.
- V. The ranking officer or their assistant for the department whose district the alarm occurs will act as the incident commander.

AUTOMATIC AID AGREEMENT

- VI. Chief Officers from both departments will make every effort to either cancel while en route or return to service from the scene, any automatic aid companies not needed
- VII. Both departments will conduct joint drills at least quarterly.
- VIII. Responding apparatus will operate on the day-to-day radio frequency of the department in whose district the incident has occurred or the mutual aid frequency if needed.
- IX. Assistance shall be rendered to each department providing the personnel and equipment of the fire department called to assist are not engaged in another alarm incident. It is further agreed that neither fire department shall be liable for failure to respond.
- X. This agreement shall automatically renew each year.
- XI. Either department can terminate the agreement at any time.

AREA OF AUTOMATIC AID RESPONSE (Outside Boundary)

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New Salem Fire & Rescue, Inc. will provide automatic aid to Walker County Fire Rescue in the primary service area of Walker County from Durham Road at Highway 157, south to Yankee Road (Detailed in CAD map).

AUTOMATIC AID AGREEMENT

AUTOMATIC AID ASSIGNMENTS

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- V. New Salem Fire & Rescue, Inc. will respond with one (1) Engine company or one (1) Rescue company to all MVA with injuries in the outlined automatic aid response district within Walker County Fire Rescue district.
- VI. Chief Officers from either department may respond to the other department’s district when needed.
- VII. Other automatic aid assignments may be added as deemed necessary by Walker County Fire Rescue and New Salem Fire & Rescue, Inc. fire officials.

Dated this 1st day of August, 2025.

Walker County Government

X _____
Chairwoman Angie Teems

New Salem Fire & Rescue, Inc.

Walker County Fire Rescue

X _____
Fire Chief

X _____
Fire Chief

AUTOMATIC AID AGREEMENT

AUTOMATIC AID BETWEEN Walker County Fire Rescue AND THE NEW SALEM FIRE & RESCUE, INC. OF DADE COUNTY GEORGIA: DISPATCHER DIRECTORY

AREA OF AUTOMATIC AID RESPONSE (Outside boundary) (See attached map for outside boundary)

On all reported structure fires within the following outlined area, the Dade County 911 Center shall immediately be requested to dispatch one (1) Engine company or one (1) Tender company or one (1) Rescue company from the New Salem Fire & Rescue, Inc.

AREA: The entire protection area of Walker County from Durham Road south to Yankee Road.

Upon request from Dade County, Walker County 911 Center will immediately dispatch one (1) Tender to all reported residential and commercial structure fires in the following outlined area in Dade County.

AREA: The New Salem Fire and Rescue protection area in the Head River/Menlo for Dade County.

SPECIAL ASSIGNMENT:

New Salem Fire Rescue, INC. Equipment

- 1. Three (3) Class A type 1 Pumper/Engines
- 2. Two (2) 2000 Gallon Tankers
- 3. Two (2) Rescue Trucks

Walker County Fire Rescue

- 1. One (1) Class A Pumper
- 2. One Squad (Rescue)

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. 2025-00002338

DATE 07/02/2025

VENDOR 61700 TEN-8 FIRE & SAFETY EQUIPMENT

CONTACT

TEN-8 FIRE & SAFETY EQUIPMENT
2904 59TH AVE DR E
BRADENTON, FL 34203

DELIVER BY
SHIP VIA
FREIGHT TERMS
ORIGINATOR
RESOLUTION #
PAYMENT TERMS

Aneetra Harris

QUANTITY	U/M	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	EA	Capital - Vehicles - Purchase of Fire Truck	\$1,469,735.0000	\$1,469,735.00
TOTAL DUE				\$1,469,735.00

SPECIAL INSTRUCTIONS



Equipment Proposal

Proposal # 43747

This Equipment Proposal (the "Proposal") has been prepared by Ten-8 Fire & Safety, LLC ("Company") in response to the undersigned Customer's request for a proposal. This Proposal is comprised of the special terms set forth below, the Proposal Option List, Warranty, and Company's Purchasing Terms and Conditions. Through its signature below or other Acceptance (as defined below), Customer acknowledges having received, read and being bound by this Proposal, all attachments and Company's Purchasing Terms and Conditions.

Date: June 26, 2025 ("Proposal Date") Customer: Walker County Government ("Customer")

Customer Address: 101 South Duke Street, Lafayette, Ga. 30728

Qty	Product Description & Options	Price
1	Pierce 75' Aerial on an Enforcer chassis per the specifications provided. Stock Job # 43747	\$1,469,735.00
	Note: This unit is being offered "Subject to prior sale"	
** Pricing is subject to change as follows: (a) Commercial chassis price is an estimate; final chassis price will be determined when chassis is delivered by the manufacturer to the original equipment manufacturer ("OEM"). The OEM will notify Company of its final price, and Company will notify Customer of the final price. (b) Persistent Inflationary Environment: If the Producer Price Index of Components for Manufacturing [www.bls.gov Series ID: WPUID6112] ("PPI") has increased at a compounded annual growth rate of 5.0% or more between the month the OEM accepts this order ("Order Month") and a month 14 months prior to the then predicted "ready for pick up" date ("Evaluation Month"), then Company may update the pricing in an amount equal to the increase in PPI over 5.0% in each year or fractional year between the Order Month and the Evaluation Month. Company will document any such updated price for Customer's approval, and Company will provide to Customer the option to cancel this Order for 45 days if Customer does not accept the updated price. If Customer accepts or fails to respond within such 45 day period, Customer will be obligated to complete the Product purchase at the updated Total price.		Total: \$1,469,735.00

Delivery Timing: The Product described above in the Product Description and Options Section of this document will be built by and shipped from the manufacturer approximately 3 (months) after Company receives Customer's acceptance of this Proposal as defined below, subject to market and production conditions, Force Majeure, delays from the chassis manufacturer, changes to Order Specifications, or any other circumstances or cause beyond Company's or manufacturer's control.

Other: * This stock unit is being offered "Subject to prior sale"

Unless accepted within * days from date of proposal, the right is reserved to withdraw this proposal.

Order continues on immediately following page.

ACCEPTANCE OF THIS PROPOSAL CREATES AN ENFORCEABLE BINDING AGREEMENT BETWEEN COMPANY AND CUSTOMER. "ACCEPTANCE" MEANS THAT CUSTOMER DELIVERS TO COMPANY: (A) A PROPOSAL SIGNED BY AN AUTHORIZED REPRESENTATIVE, OR (B) A PURCHASE ORDER INCORPORATING THIS PROPOSAL, WHICH IS DULY APPROVED, TO THE EXTENT APPLICABLE, BY CUSTOMER'S GOVERNING BOARD. ACCEPTANCE OF THIS PROPOSAL IS EXPRESSLY LIMITED TO THE TERMS CONTAINED IN THIS PROPOSAL AND COMPANY'S PURCHASING TERMS AND CONDITIONS. ANY ADDITIONAL OR DIFFERENT TERMS, WHETHER CONTAINED IN CUSTOMER'S FORMS OR OTHERWISE PRESENTED BY CUSTOMER AT ANY TIME, ARE HEREBY REJECTED.

INTENDING TO CREATE A BINDING AGREEMENT, Customer and Company have each caused this Proposal to be executed by their duly authorized representatives as of date of the last signature below.

Customer: Walker County Government

Ten-8 Fire & Safety, LLC

By: _____

By:

Title: _____

Title: **Authorized Sales Representative**

Print: _____

Print: **Guy R. Binion**

Date: _____

Date: **6-26-25**

EXHIBIT A

PROPOSAL OPTION LIST

EXHIBIT B

WARRANTY

EXHIBIT C

PURCHASING TERMS AND CONDITIONS

PURCHASING TERMS AND CONDITIONS

These Purchasing Terms and Conditions, together with the Equipment Proposal and all attachments (collectively, the "Agreement") are entered into by and between Ten-8 Fire & Safety, LLC, a Florida company ("Company") and Customer (as defined in Ten-8 Fire & Safety LLC's Equipment Proposal document) and is effective as of the date specified in Section 3 of these Purchasing Terms and Conditions. Both Company and Customer may be referred throughout this document individually as a "party" or collectively as the "parties."

1. Definitions.

- a. **"Acceptance"** has the same meaning set forth in Company's Equipment Proposal.
- b. **"Company's Equipment Proposal"** means the Equipment Proposal provided by Company and prepared in response to Customer's request for proposal for a fire apparatus or associated equipment.
- c. **"Cooperative Purchasing Contract"** means an Agreement between Company and a public authority, including without limitation, a department, division, agency of a municipal, county or state government ("Public Authority"), that adopts or participates in an existing agreement between Company and another non-party customer (including, but not limited to such non-party customer's equipment proposal, its applicable exhibits, attachments and purchasing terms and conditions), often referred to as a "piggyback arrangement," which is expressly agreed to, in writing, by Company. Company has sole discretion to determine whether it will agree to such a Cooperative Purchasing Contract.
- d. **"Delivery"** means when Company delivers physical possession of the Product to Customer.
- e. **"Manufacturer"** means the Manufacturer of any Product.
- f. **"Prepayment Discount"** means the prepayment discounts, if any, specified in Company's Equipment Proposal.
- g. **"Product"** means the fire apparatus and any associated equipment manufactured or furnished for Customer by Company pursuant to the Specifications.
- h. **"Purchase Price"** means the Total price set forth in the Quotation, after applicable pricing adjustments set forth in the Quotation. Additionally, if transportation charges are included in the Purchase Price, any changes in transportation charges shall be borne by Customer. Unless otherwise stated herein, Company shall not be responsible for switching, handling, loading, sorting, storage, demurrage, or any other transportation or peripheral charges. If any tax, public charge, tariff, duty, or increase in such taxes or tariffs, is now, or shall be, assessed, levied, or imposed upon, or with respect to the sale of Product by Company or the Manufacturer to Customer or upon any sale, delivery, or other action taken under any validly accepted order for Product, or upon the export or import of such Product by Company or Manufacturer, or if any change shall be made in the custom house or railway classification of such Product or in existing freight rates applicable thereto, the burden of such charge or change shall be borne by the Customer.
- i. **"Purchasing Terms and Conditions"** means these Purchasing Terms and Conditions; however, if the Company's Equipment Proposal or the Customer's related Purchase Order states that it is governed by a Cooperative Purchasing Agreement, "Purchasing Terms and Conditions" shall mean those terms and conditions set forth in the applicable Cooperative Purchasing Agreement.
- j. **"Specifications"** means the general specifications, technical specifications, training, and testing requirements for the Product contained in Company's Equipment Proposal and its Exhibit A (Proposal Option List), prepared in response to Customer's request for such a proposal.

2. **Purpose.** This Agreement sets forth the terms and conditions of Company's sale of the Product to Customer.

3. **Term of Agreement.** This Agreement will become effective on the date of Acceptance as defined in Company's Equipment Proposal ("Effective Date") and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon Delivery and payment in full of the Purchase Price.

4. **Purchase and Payment.** Customer agrees to pay Company the Purchase Price for the Product(s). The Purchase Price is in U.S. dollars. Where Customer opts for a Prepayment Discount that specifies that Customer will tender one or more prepayments to Company, Customer must provide each prepayment within the time frame specified in the Equipment Proposal in order to receive the Prepayment Discount for that prepayment installment. To the extent permitted by applicable law, Company may in its sole discretion charge a convenience fee if Customer elects to pay the Purchase Price by means of a credit card.

5. Representations and Warranties. Customer hereby represents and warrants to Company that the purchase of the Product(s) has been approved by Customer in accordance with applicable general laws and, as applicable, Customer's charter, ordinances and other governing documents, and funding for the purchase has been duly budgeted and appropriated.
6. Cancellation/Termination. In the event this Agreement is cancelled or terminated by Customer before completion, Company may charge Customer a cancellation fee. The following charge schedule is based on costs incurred by Manufacturer and Company for the Product, which may be applied and charged to Customer: (a) 12% of the Purchase Price after the order for the Product(s) is accepted and entered into Manufacturer's system by Company; (b) 22% of the Purchase Price after completion of approval drawings by Customer, and; (c) 32% of the Purchase Price upon any material requisition made by the Manufacturer for the Product. The cancellation fee will increase in excess of (c) in this Section 6, accordingly, as additional costs are incurred by Manufacturer and Company as the order progresses through engineering and into the manufacturing process.
7. Delivery. The Product is scheduled to be delivered as specified in the Delivery Timing section of the Equipment Proposal ("Delivery Timing"), which will be F.O.B. Company's facility. The Delivery Timing is an estimate, and Company is not bound to such date unless it otherwise agrees in writing. Company is not responsible for Delivery delays caused by or as the result of actions, omissions or conduct of the Manufacturer, its employees, affiliates, suppliers, contractors, and carriers. All right, title and interest in and to the Product, and risk of loss, shall pass to Customer upon Delivery of the Product(s) to Customer.
8. Standard Warranty. The manufacturer warranties applicable to this Agreement, if any, are attached to Company's Equipment Proposal as Exhibit A and are incorporated herein as part of the Agreement.
 - a. Disclaimer. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, COMPANY, INCLUDING ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS PROVIDED UNDER THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING DISCLAIMER, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, IMPLIED WARRANTY AGAINST INFRINGEMENT, AND IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.
9. Limitation of Liability. COMPANY WILL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, ECONOMIC, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT WITHOUT REGARD TO THE NATURE OF THE CLAIM OR THE UNDERLYING THEORY OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, STRICT LIABILITY, EQUITY OR ANY OTHER THEORY OF LAW) ON WHICH SUCH DAMAGES ARE BASED. COMPANY'S LIMIT OF LIABILITY UNDER THIS AGREEMENT SHALL BE CAPPED AT THE TOTAL AMOUNT OF THE MONIES PAID BY CUSTOMER TO COMPANY UNDER THIS AGREEMENT.
10. Force Majeure. Company shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Company's control or which make Company's performance impracticable, including but not limited to wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, transportation or delivery delays or losses outside of Company's control, any act of government, inability or delay of Company or manufacture in obtaining necessary labor or adequate or suitable manufacturing components at reasonable prices, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy, terrorism, epidemics, quarantine restrictions, failure of vendors to perform their contracts or labor troubles of Company or a manufacturer causing cessation, slowdown, or interruption of work.

11. Customer's Obligations. Customer shall provide its timely and best efforts to cooperate with Company and Manufacturer during the manufacturing process to create the Product. Reasonable and timely cooperation includes, without limitation, Customer's providing timely information in response to a request from Manufacturer or Company and Customer's participation in traveling to Manufacturer's facility for inspections and approval of the Product.
12. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) Customer's failure to pay any amounts due under this Agreement or Customer's failure to perform any of its obligations under this Agreement; (b) Company's failure to perform any of its obligations under this Agreement; (c) either party becoming insolvent or becoming subject to bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement, which is false in any material respect; (e) an action by Customer to dissolve, merge, consolidate or transfer a substantial portion of its property to another entity; or (f) a default or breach by Customer under any other contract or agreement with Company.
13. Manufacturer's Statement of Origin. Company shall retain possession of the manufacturer's statement of origin ("MSO") for the Product until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, Company shall retain the MSO for each individual Product until the Purchase Price for that Product has been paid in full.
14. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The Arbitration shall take place in Bradenton, Florida.
15. Miscellaneous. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture of or with the other. Neither party may assign its rights and obligations under this Agreement without the prior written approval of the other party. This Agreement and all transactions between Ten-8 Fire & Safety, LLC will be governed by and construed in accordance with the laws of the State of Florida. The delivery of signatures to this Agreement may be via facsimile transmission or other electronic means and shall be binding as original signatures. This Agreement shall constitute the entire agreement and supersede any prior agreement between the parties concerning the subject matter of this Agreement. This Agreement may only be modified by an amendment, in writing, signed by duly authorized representatives of both parties with authority to sign such amendments to this Agreement. In the event of a conflict between the Ten-8 Proposal and these Terms and Conditions, the Ten-8 Proposal shall control except in the case of a Cooperative Purchasing Contract as set forth in Section 1(c) and (i) of these Purchasing Terms and Conditions. If any term of this Agreement is determined to be invalid or unenforceable by a competent legal authority, such term will be either reformed or deleted, as the case may be, but only to the extent necessary to comply with the applicable law, regulation, order or rule, and the remaining provisions of the Agreement will remain in full force and effect.

WILDER ROAD CULVERT ANALYSIS

Walker County, Georgia



Prepared by:
CTI Engineers, Inc.
1122 Riverfront Parkway
Chattanooga, Tennessee 37402
CTI Project No. G02069-35
March 2025



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Figure 4.0 Site Map 3 (Option 2) 10

APPENDICES

Appendix A Hydrology Calculations

Appendix B Existing Culvert Analysis

Appendix C Proposed Culvert Analysis

Appendix D Site Photos

1.0 | INTRODUCTION

Walker County officials have retained CTI Engineers, Inc. (CTI) to evaluate storm drainage concerns at **307 Wilder Road, Chickamauga, GA**. Reports indicate that flooding occurs on the property due to **overflow from an adjacent drainage ditch**, particularly during significant rain events. The primary objective of this evaluation is to analyze the stormwater infrastructure in the immediate area and determine the contributing factors to the flooding issue.

2.0 | SCOPE

CTI's analysis focuses on the storm drainage system near **Wilder Road and Tubb Road**, with a particular emphasis on the **existing arch culvert** that conveys stormwater beneath Wilder Road.

The evaluation includes:

- Assessing the **capacity of the existing culvert** to handle storm events.
- Identifying potential obstructions or inefficiencies in the drainage system.
- Exploring feasible solutions to mitigate flooding on the affected property.

3.0 | SITE DESCRIPTION

The study area is centered at the **intersection of Wilder Road and Tubb Road**. A **drainage ditch runs adjacent to the property** experiencing flooding and ultimately conveys stormwater into an existing arch culvert beneath Wilder Road. This culvert discharges at the **Tubb Road intersection**, where the ditch continues north into a wooded area.

During the site visit, **a significant accumulation of debris** was observed within the ditch near the wooded area, potentially obstructing flow. The total drainage area contributing to the culvert crossing was determined to be **approximately 660 acres**.

4.0 HYDROLOGY

Stormwater analysis was performed using **Autodesk Hydroflow Hydrographs Extension for Civil 3D 2024** and **Federal Highway Administration (FHWA) HY-8 software (Version 7.80.0.2)** to evaluate the culvert's capacity. The **10-year and 25-year storm events** were used to determine peak flow rates and assess whether the existing culvert provides adequate conveyance.

Several **ponds and depressions upstream** act as natural storage basins, reducing peak flows. To account for this, sub-basins draining into these features were **excluded** from calculations, resulting in an **effective drainage area of 616 acres**.

Peak Flow Calculations:

- **10-year storm event:** 154 cubic feet per second (cfs)
- **25-year storm event:** 208 cfs

The analysis was conducted using **industry-standard hydrologic methods** and accounts for **local site conditions, topography, and drainage features**.

5.0 SUMMARY AND CONCLUSIONS

Existing Culvert Capacity:

- The analysis determined that **the existing arch culvert sufficiently conveys the 10-year storm event** but struggles to handle the 25-year event.
- During a **25-year storm**, calculations indicate that water levels may **exceed the culvert's capacity**, potentially causing flooding. However, the **roadway itself is slightly elevated (~1.5 to 2 feet above the surrounding terrain)**, which **likely prevents overtopping but contributes to localized ponding**.
- A **lack of adequate drainage at the property's driveway entrance** further exacerbates standing water issues. No culvert or pipe is currently in place to allow stormwater to drain effectively from this area.

Recommended Improvements:

To improve drainage in the area, the following options should be considered:

- **Option 1: Culvert Replacement**
 - Replace the **existing arch culvert with a larger 8-foot wide x 4-foot high box culvert** to increase conveyance capacity.
 - This solution ensures that the **25-year storm event can be accommodated**, reducing the potential for flooding on the property and roadway.
 - Installing an **18-inch diameter culvert beneath the property's driveway entrance** would provide an outlet for standing water in the low-lying area, allowing it to drain into the downstream side of the existing culvert at Wilder Road.
- **Option 2: High Water Relief Culvert**
 - Install an **18-inch diameter culvert across Wilder Road** to serve as a high-water relief outlet for 25-year storm events.
 - This would allow **the existing historic arched culvert to remain in place** while alleviating high-water conditions and localized ponding in the yard.

- **Berm Construction (Recommended for Both Options)**

- Regardless of which option is selected, **constructing a berm along the north side of the ditch to an elevation of approximately 733.6 feet** is recommended.
- This would help contain stormwater, prevent overflow onto the affected property, and improve drainage efficiency.

- **Debris Removal:**

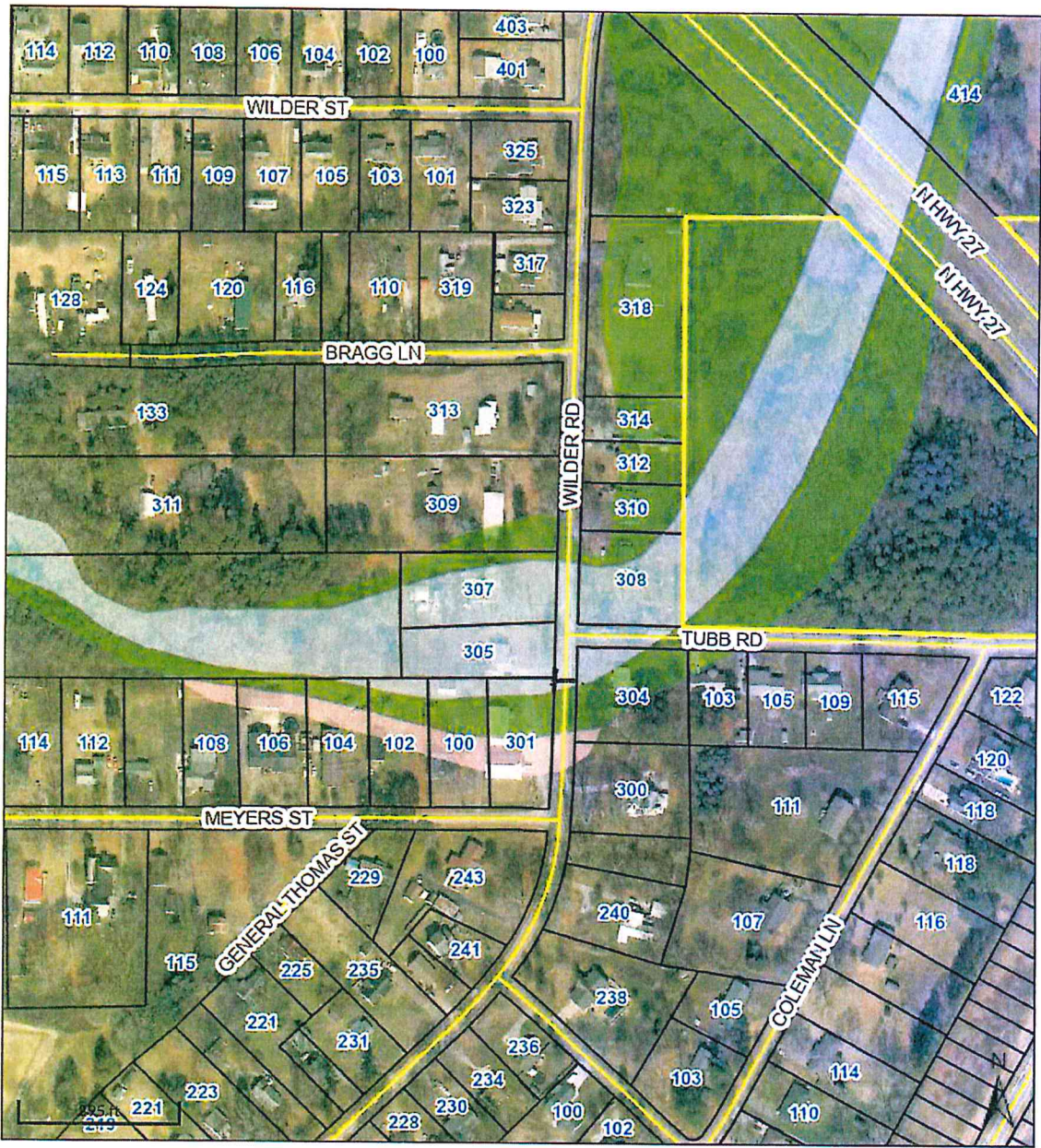
- Clearing **existing debris accumulation in the ditch downstream of the culvert** would restore flow capacity and improve overall drainage performance along Tubb Road.

Each of these options provides a different approach to improving stormwater management in the area. The selection of an appropriate solution should be based on **budget considerations, feasibility, and long-term maintenance requirements.**

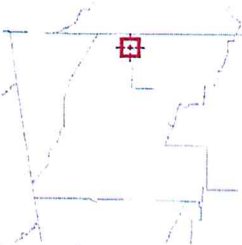
Opinion of Probable Costs for the **Walker County Wilder Road Storm Drainage Infrastructure Improvements, Option 2: High Water Relief Culvert** based on regional cost data from northwest Georgia and southeast Tennessee.

Item No.	Description	Unit	Estimated Quantity	Unit Price (\$)	Estimated Cost (\$)
1	Mobilization and Bonding (Max 5%)	LS	1	15,000 - 25,000	20,000
2	Traffic Control Devices	LS	1	5,000 - 12,000	8,500
3	Excavation and Disposal	CY	200	25 - 40	6,500
4	Crushed Stone Bedding Material	CY	30	35 - 55	1,200
5	18-inch Reinforced Concrete Pipe (RCP)	LF	90	80 - 120	8,100
6	Pavement Patching (2" Asphalt, 6" Base)	SY	50	50 - 80	3,500
7	Erosion and Sediment Control (Silt Fence, etc.)	LF	300	5 - 10	2,000
8	Riprap for Erosion Control	Ton	50	70 - 100	4,000
9	Seeding and Mulch	SY	150	8 - 15	1,500
10	2' High Berm (200 LF, compacted fill)	LF	200	30 - 50	7,000

Total Estimated Cost: \$62,800 - \$81,300



Overview



Legend

- Parcels
- Address Numbers
- Roads
- Streams and Rivers

Flood Map

- A - 100 Year Flood Area - Areas of 1% annual chance flood also known as the base flood. Base Flood Elevations (BFE) have not been determined.
- AE - 100 Year Flood Area - Areas of 1% annual chance flood also known as the base flood. Determined by detailed methods with Base Flood Elevations (BFE).
- AE - FLOODWAY
- X: 500 Year Flood - Areas of 0.2% annual chance flood



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

☐ Rezone ☐ Conditional Use Variance ☐ Variance

Current Zoning:	Requested Change:	
A1	VARIANCE of Acreage	
Map & Parcel	Date:	Fee:
0315 001	5-2-2025	150.00

Applicant/Owner & Phone: Paul Leming 206-264-7076

Street Name & Number: 210 Mineral Springs Road

Mailing Address: 2240 Old Mineral Springs Road

City, State, Zip Code: Lafayette, GA. 30228

Request: We have 12.96 Acres Conserve Program
That we use for Hay Production. My niece would
like to build a house on 2.96 Acres

PLANNING COMMISSION RECOMMENDATION:

☐ APPROVED AS SUBMITTED

☐ APPROVED WITH CONDITIONS

☐ TABLED
6-26-2025 ☒ DENIAL

Zack Chapman made a motion to deny the rezone due to not meeting the five acre requirement nor meeting the Comprehensive Plan. John Morehouse seconded the motion to deny. The vote was unanimous. The motion to deny 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:

- 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:

Paul Leming
APPLICANT/OWNER

5-2-2025
DATE