

AGENDA
WALKER COUNTY
BOARD OF COMMISSIONERS
WALKER COUNTY COURTHOUSE ANNEX III, 201 S MAIN 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 6:30 p.m. on June 13, 2024

REGULAR SCHEDULED MEETING

(Amended on June 13, 2024)

- **Invocation & Pledges**
- **Chairman Whitfield will Call to Order the Regular Meeting**
- **Establish a Quorum is present**
- **Approve Agenda**
- **Approve Minutes**
Minutes for the Regular Scheduled Meeting Held on May 23, 2024 at 6:30 p.m.
- **Public Comment**
- **Unfinished Business**
Minutes for the Regular Scheduled Meeting Held on April 11, 2024 at 6:30 p.m. (*Tabled at the May 16, 2024 meeting and tabled again at the May 23, 2024 meeting*)
- **New Business**
Resolution R-020-24 to Appoint Members to the Chickamauga Public Library Board and Rossville Public Library Board

Resolution R-021-24 to Appoint a Member to the DFACS Local Advisory Board

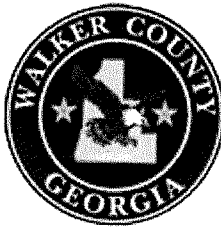
Resolution R-022-24 to Amend the FY2024 Budget to Appropriate Funds for the Settlement of the Walker County Development Authority's Outstanding Economic Development Taxable Refunding Revenue Bonds Series 2019

Resolution R-023-24 to Approve the Defeasance of the Walker County Development Authority's Outstanding Economic Development Taxable Refunding Revenue Bonds Series 2019

Purchase Order 2024-00001985 for \$58,950.00 to JBM Repairs LLC for Building Improvements (Funding from 2020 SPLOST)

May 2024 Departmental Statistics
- **Commissioner Comments**
- **Executive Session (if necessary)**
- **Adjourn**

NEXT REGULAR MEETING - Thursday, June 27, 2024 at 6:30 p.m.



Walker County Governmental Authority
101 South Duke Street, P.O. Box 445
LaFayette, GA 30728
706-638-1437

Minutes of the Regular Meeting
June 13, 2024 - 6:30 PM

I. Call to Order:

Chairman Shannon Whitfield called to order the Regular Scheduled Board of Commissioners Meeting held at Annex III, 201 S. Main Street, LaFayette, Georgia at 6:30 PM on June 13, 2024.

II. Attendees:

The following were present: Chairman Whitfield, Commissioner Robert Blakemore, Commissioner Mark Askew, Commissioner Brian Hart, Legal and Policy Director David Gottlieb, Public Relations Director Joe Legge, and Board Clerk Whitney Summey. Other guests signed in at the meeting as well. Please see the attached sign in sheet.

III. Approval of Agenda:

Chairman Whitfield made a motion to amend the agenda to add Resolution R-022-24, seconded by Commissioner Askew, 3 ayes and 0 nays, motion carried.

IV. Approval of Minutes:

Commissioner Hart made a motion to approve the minutes of the Regular Scheduled Meeting held May 23, 2024 at 6:30 p.m., seconded by Commissioner Blakemore, 3 ayes and 0 nays, motion was approved.

V. Public Comment:

- I. Jim Pope asked County Attorney David Gottlieb his opinion on how the enabling act should be worded so the Board can not replace the Chair's daily responsibilities with a County Manager. He explained he was a part of the group that started talking about Walker County changing to a Board of Commissioners in 2016. He said they deliberated on a county manager versus a chair and felt a chair would be in the best interest of the county.
- II. Shawn Lawles said he was against Commissioner Stultz' remarks from the May 23, 2024 meeting pertaining to the Republican party having a vetting process. He gave details of some of the complications that Catoosa County is currently experiencing with a vetting process.
- III. Robby Tate said a vetting process from the Republican party will cause problems and he is against it. He said the public and media vet a candidate when they are campaigning. He said he would like to hear from the Republican party if they intend on implementing a vetting process.
- IV. Randy Pittman, vice chair of the Republic party, said they have no intention of vetting candidates.
- V. Ed Yates said this is not a Republican party meeting.
- VI. Melissa Hulsey said she made a mistake at the prior meeting in her reference to an agreement, she said the agreement she was referencing was only a draft memorandum of understanding. She said there was not a detailed plan created in 2008 for the proposed City Athletic Director in exchange for the county paying the utilities at the Ellis Road ballfields which was referenced in the MOU. She said there is also not a signed copy. She said the county has spent roughly \$450,000.00 over the last 15 years in utilities at the Ellis Road ballfields. She said she submitted an open records request for the financial records for Williams Drive Community Center. She gave details on some of the information provided and stated there should be more information for accounting purposes. She also stated that Rossville Athletic Association manages the Ellis Road ballfields and the Williams Drive gym. She said RAA only has a contract with the city for the ballfields and does not have one with the county for the gym. She stated RAA collects rent for the use of the gym and asked that the county be reimbursed for any rent collected.
- VII. Jamie Hulsey congratulated Gene Wilson on his win of District 4. He presented concerns with the use of the Rossville ballfields by Southern Softball Association and Rossville Athletic Association. He stated there should be specific procedures followed for any nonprofit entity such as bank account information and director salaries. He said nonprofit Board minutes should be available, which have not been provided upon his request. He said that the kids should have recreation programs available but through the proper channels.
- VIII. Scott McNabb said he attended the FY2025 Budget Work Session on June 3, 2024. He said there were presentations missing from the civic center and transportation department. He expressed concerns with the Ironman agreement for funding for fire hydrants. He said he has

requested information on this agreement for many years. He said he was provided with details of the fire hydrant purchases from the Water Authority. He said he is concerned with the Ironman event not fulfilling its obligation. He said they have \$35,000.00 that has not been paid. He also expressed concerns with the Hinkle Fire Station being remodeled for use as a fire station and community center. He said there has been back and forth on the engineer's drawings and he would like to see action taken to get the building fixed.

VI. Unfinished Business:

- I. Commissioner Blakemore made a motion to approve the minutes for the regular scheduled meeting held on April 11, 2024 at 6:30 p.m., seconded by Commissioner Askew, 3 ayes and 0 nays, motion carried.

VII. New Business:

- I. Chairman Whitfield read Resolution R-020-24 to appoint members to the Chickamauga Public Library Board and the Rossville Public Library Board. Chairman Whitfield made a motion to appoint Teresa Guffey and Susan Tankersley, seconded by Commissioner Hart, 3 ayes and 0 nays, motion carried.
- II. Chairman Whitfield read Resolution R-021-24 to appoint a member to the DFACS Local Advisory Board. Chairman Whitfield made a motion to appoint Debra Parrish, seconded by Commissioner Askew, 3 ayes and 0 nays, motion carried.
- III. Chairman Whitfield read Resolution R-022-24 to amend the FY2024 budget to appropriate funds for the settlement of the Walker County Development Authority's outstanding economic development taxable refunding revenue bonds series 2019. He said in 2015 the prior administration approved building out the industrial park but with the county's financial position they had to use properties as collateral and had interest rates that were extremely high. He said in 2019 there were major improvements to the county's financial position. He said they received a A1 credit rating and were able to refinance the bonds to eliminate five years and payments and 3.9 million dollars in interest, and take the properties back. He said this is the largest standing debt the county has. He said this will take off up to an additional 1.9 million dollars in interest and ten years of payments. Commissioner Hart made a motion to approve, seconded by Commissioner Askew, 3 ayes and 0 nays, motion carried.
- IV. Chairman Whitfield presented Resolution R-023-24 to approve the defeasance of the Walker County Development Authority's outstanding economic development taxable refunding revenue bonds series 2019. He said this resolution is in conjunction with R-022-24. Commissioner Hart made a motion to approve, seconded by Commissioner Blakemore, 3 ayes and 0 nays, motion carried.
- V. Chairman Whitfield presented a purchase order 2024-00001985 for \$58,950.00 to JBM Repairs LLC for building improvements. He said this is for repairs on the new elections building, including removal and replacement of the roofing system, gutters and downspouts. Commissioner Blakemore made a motion to approve, seconded by Commissioner Askew, 3 ayes and 0 nays, motion carried.
- VI. Chairman Whitfield read the May 2024 Departmental Statistics.

VIII. Commissioner Comments:

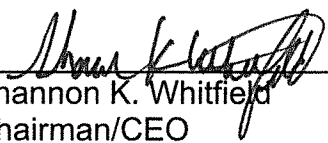
- I. Commissioner Blakemore thanked everyone for coming out and participating. He encouraged citizens to reach out with any comments, concerns, or questions. He thanked all county employees and specifically employees working outside in the heat.
- II. Commissioner Askew congratulated Chairman Whitfield on the success of his work in the county's debt reduction. He encouraged everyone to go out and support the Hwy 27 farmers market. He encouraged anyone to reach out with any comments or concerns.
- III. Commissioner Hart said he is glad to see work on the new elections building. He thanked Chairman Whitfield for all of his hard work with the county's debt reduction.
 - I. Chairman Whitfield gave details on multiple local farmers markets. He said he is glad to live in an area where there are so many thriving farmers markets. He said the new playground at the Civic Center will have a grand opening very soon. He said the recent FY2025 work session did not include all departments. He said it was the first of this kind of meeting and they wanted to get the largest department requests on the agenda first. He thanked the Board, employees, and citizens for all of the hard work and dedication to get the county to its current financial status. He said the county is on track to be debt free by the end of the year.

IX. Executive Session:

- I. Commissioner Askew made a motion to go into executive session for real estate and personnel, seconded by Commissioner Blakemore, 3 ayes and 0 nays, motion carried. The Executive Session began at 7:30 PM. Chairman Whitfield called the regular meeting back to order at 8:01 PM with no action to be taken from the Executive Session.

X. Adjournment:

- I. Commissioner Hart made a motion to adjourn the meeting, Commissioner Askew seconded the motion. Motion carried and the meeting was adjourned at 8:02 PM.



Shannon K. Whitfield
Chairman/CEO
Walker County Georgia

06-27-2024
Date

Minutes prepared by: Walker County Board Clerk, Whitney Summey

Regular Scheduled Board of Commissioners Meeting

Walker County Annex III

June 13, 2024

6:30 PM

<u>Roll Call</u>	<u>Present/Absent</u>
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Commissioner Blakemore

Present

Commissioner Askew

Present

Chairman Whitfield

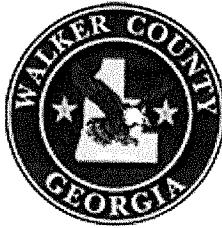
Present

Commissioner Hart

Present

Commissioner Stultz

Absent



Sign In Sheet

Regular Scheduled Board of Commissioners Meeting

June 13, 2024

6:30 PM

Name

Address

Name	Address
Tina Harey	Discover Walker
John Johnson	Rossville
Paine Gily	Landfill
Shawn Cawler	Wheeler
Care Wilson	Farmington
Randy Pittman	WCHPC
Scott Mcraeb	Rossville
Tyler Muddler	Farmington
Jason Rader	Rossville
Alexis Lits	Chickamauga GA
Angie Teems	
Mike Miller	LaFayette
Ruby Allen	LaFayette
Robby Tate	LaFayette
Janey Helvey	Chick
Mike Yates	Rossville
John Pope	Villanova

RESOLUTION R-020-24

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF WALKER COUNTY TO APPOINT A MEMBER OF THE CHICKAMAUGA PUBLIC LIBRARY BOARD AND THE ROSSVILLE PUBLIC LIBRARY BOARD

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

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

WHEREAS, O.C.G.A § 20-5-42 (a) provides that a county board of trustees shall consist of at least one appointee from each governmental agency financially supporting the library on a regular basis; and

WHEREAS, O.C.G.A. § 20-5-42 (b) provides that a regional board of library trustees shall consist of trustees serving on members county boards who are appointed to the regional board by each county board for a term specified in writing pursuant to the constitution and bylaws of the library system; and

WHEREAS, a vacancy will exist on the Chickamauga Public Library Board due to the expiration of the term for Vicki Garner on June 30, 2024; and

WHEREAS, a vacancy will exist on the Rossville Public Library Board due to the expiration of the term for Doris White on June 30, 2024; and

WHEREAS, Chairman Whitfield submits the following appointment to serve:

- Teresa Guffey to the Chickamauga Public Library Board for a term beginning July 1, 2024 and ending June 30, 2027
- Susan Tankersley to the Rossville Public Library Board for a term beginning July 1, 2024 and ending June 30, 2027

THEREFORE, BE IT RESOLVED by the Board of Commissioners of Walker County, Georgia that the appointments of Teresa Guffey and Susan Tankersley are approved.

SO RESOLVED AND ADOPTED this 13th day of June, 2024.

ATTEST:

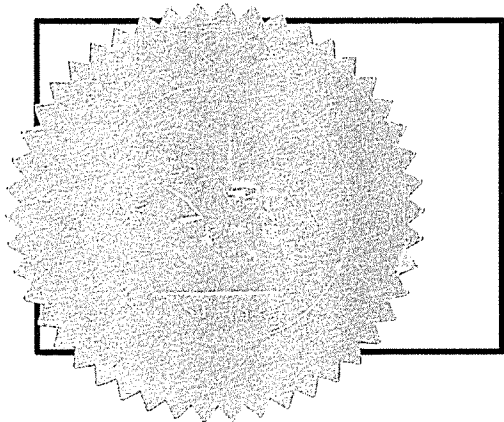
WALKER COUNTY, GEORGIA

Whitney Summey

Whitney Summey, Deputy Clerk

Shannon K. Whitfield

SHANNON K. WHITFIELD, Chairman



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

Mr. Shannon Whitfield
Walker County Board Chair
PO Box 445
LaFayette, GA 30728

May 17, 2024

Dear Commissioner Whitfield:

As a governmental funding agency that supports the LaFayette-Walker County Public Library, the Rossville Public Library, and the Chickamauga Public Library, the Walker County Commission makes a total of six appointments to the local Library Boards of Trustees. According to law, these appointments are set up on a rotating basis. The Constitutions of these Boards of Trustees states that

- 1. The term of office is three years, starting July 1
- 2. No member may serve on this board for more than four successive three-year terms of office.

There are two appointments we are asking you to make at your next meeting.

<u>Appointee</u>	<u>Library Board</u>	<u>Term</u>
Teresa Guffey 8134 Hog Jowl Road Chickamauga, GA 30707	Chickamauga Public Library Board	July 1, 2024 – June 30, 2027
Susan Tankersley 1687 Chattanooga Valley Rd Flintstone, GA 30728	Rossville Public Library Board	July 1, 2024 – June 30, 2027

We ask that you make these appointments before July 1st, and that you notify the appointees and the library, in writing, in accordance with law. The next meeting of the Chickamauga Public Library is on October 17, 2024 and the Rossville Public Library's next meeting is July 23, 2024.

Thank you for your thoughtful attention to these important appointments to represent the citizens of Walker County on the public library boards of trustees.

Sincerely,



Lecia Eubanks, Director
Cherokee Regional Library System



Cherokee Regional Library System

Dade | Chickamauga | LaFayette-Walker | Rossville

305 South Duke Street | LaFayette, Georgia 30728 | o: 706.638.2992 | f: 706.638.4028 | chrl.org

P.O. Box 445
LaFayette, GA 30728
walkercountyga.gov



Office: 706.638.1437
commissioner@walkerga.us

Shannon K. Whitfield
Chairman/CEO
Walker County, GA

June 13, 2024

Ms. Susan Tankersley,
1687 Chattanooga Valley Road,
Flintstone, GA 30728

Dear Ms. Tankersley,

It is with great pleasure that I appoint you to the Rossville Public Library Board. Your term will begin on July 1, 2024 and expire on June 30, 2027.

Thank you for your willingness to serve the citizens of Walker County and we look forward to working with you in the future.

Sincerely,

A handwritten signature in black ink, appearing to read "Shannon K. Whitfield", is written over the typed name.

Shannon K. Whitfield
Chairman, Walker County Board of Commissioners

P.O. Box 445
LaFayette, GA 30728
walkercountygga.gov



Office: 706.638.1437
commissioner@walkerga.us

Shannon K. Whitfield
Chairman/CEO
Walker County, GA

June 13, 2024

Ms. Teresa Guffey,
8134 Hog Jowl Road,
Chickamauga, GA 30707

Dear Ms. Guffey,

It is with great pleasure that I appoint you to the Chickamauga Public Library Board. Your term will begin on July 1, 2024 and expire on June 30, 2027.

Thank you for your willingness to serve the citizens of Walker County and we look forward to working with you in the future.

Sincerely,

A handwritten signature in black ink, appearing to read "Shannon K. Whitfield", is written over the printed name.

Shannon K. Whitfield
Chairman, Walker County Board of Commissioners

RESOLUTION R-021-24

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF WALKER COUNTY TO APPOINT A MEMBER OF THE DEPARTMENT OF FAMILY & CHILDREN SERVICES (DFCS) LOCAL COUNTY ADVISORY BOARD

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

WHEREAS, O.C.G.A. § 49-3-2 provides the governing authority the responsibility to appoint members to the local county Department of Family and Children Services board, and that said governing authority shall ensure all appointments are made from specific categories from within the community; and

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

WHEREAS, a vacancy exists on the Department of Family and Children Services (DFCS) Local County Advisory Board due to the resignation of Kimberlee Gravitz; and

WHEREAS, Chairman Whitfield submits the following appointment to serve as a member of the Department of Family and Children Services (DFCS) Local County Advisory Board:

Debra Parrish - for the remainder of the term and ending on June 30, 2026

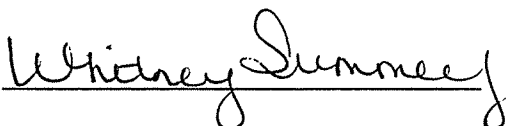
WHEREAS, pursuant to O.C.G.A § 49-3-2, Debra Parrish is duly qualified to serve as a member of the DFCS Local County Advisory Board and is agreeable to serve the people of Walker County in such capacity;

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

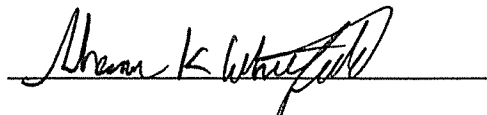
SO RESOLVED AND ADOPTED this 13th day of June, 2024

ATTEST:

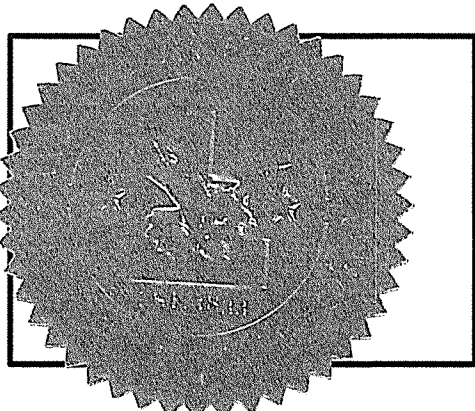
WALKER COUNTY, GEORGIA



Whitney Summey, Deputy Clerk



SHANNON K. WHITFIELD, Chairman



The foregoing Resolution received a motion for Approval from Commissioner Whitfield, second by Commissioner Askeew, and upon the question the vote is 3 ayes, 0 nays to adopt the Resolution.



Shannon Whitfield <commissioner@walkerga.us>

Board Member Appointment Needed - Walker County DFCS

1 message

Holden, Jennifer <jennifer.holden@dhs.ga.gov>
To: "us, commissionerwalkerga" <commissioner@walkerga.us>
Cc: "Hennessee, Lori" <lori.hennessee@dhs.ga.gov>

Tue, Apr 9, 2024 at 4:04 PM

Hello Commissioner Whitfield,

I am sad to report that Walker DFCS Board Member Kimberlee Gravitz has resigned from the Board due to changes in her family which create a hardship for maintaining her commitment to the Board. Her resignation letter is attached, and was effective as of our last Board meeting, March 12, 2024. There are currently four remaining Board members, so it is imperative that another Board member is appointed in order to remain in compliance with the requirements.

The good news is I have identified a candidate for the Walker DFCS Board that meets the criteria and is willing to accept the appointment. Her name is Debra Parrish and she is a retired DHS employee. Mrs. Parrish has history working at Walker County DFCS as well as Adult Protective Services through the Division of Aging. She comes highly recommended by Ms. Goodson and Mrs. Gravitz, who have both worked with her and know her from her involvement in the community. I have talked to Mrs. Parrish and she is excited about the possibility of serving the community as part of the Walker DFCS Board, if appointed. Ms. Parrish provided her information below for consideration. I look forward to hearing from you about the appointment of Mrs. Parrish to the Walker County DFCS Board, or another recommendation. Thank you!

Debra Parrish
16 Euclid Ave. M10
Chickamauga, GA 30707

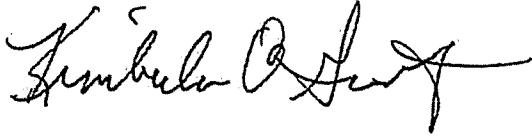
Email: dparrish1260@comcast.net
Phone: 423-902-1972

Jennifer Holden
County Director
Walker County DFCS
Georgia Department of Human Services
10056 N. Highway 27 Suite A
Rock Spring, GA 30739
762-231-8723 (M)
Jennifer.Holden@dhs.ga.gov
dhs.ga.gov | Twitter | Facebook | Instagram

March 12, 2024

To: Walker County Board of Commissioners
From: Kimberlee Gravitz
Re: Resignation from Walker DFCS Board

Please accept this notice as my intention to resign from the Walker DFCS Board, effective upon your acceptance. It has been my honor and pleasure to serve the community in this capacity.

A handwritten signature in black ink, appearing to read "Kimberlee Gravitz", with a stylized flourish at the end.

P.O. Box 445
LaFayette, GA 30728
walkercountygga.gov



Office: 706.638.1437
commissioner@walkerga.us

Shannon K. Whitfield
Chairman/CEO
Walker County, GA

June 13, 2024

Ms. Debra Parrish,
16 Euclid Avenue M10
Chickamauga, GA 307017

Dear Ms. Parrish,

It is with great pleasure that I appoint you to the Department of Family and Children Services (DFCS) Local County Advisory Board. Your term will begin immediately and expire on June 30, 2026.

Thank you for your willingness to serve the citizens of Walker County and we look forward to working with you in the future.

Sincerely,

A handwritten signature in black ink, reading "Shannon K. Whitfield".

Shannon K. Whitfield
Chairman, Walker County Board of Commissioners

RESOLUTION R-022-24

A RESOLUTION OF THE WALKER COUNTY BOARD OF COMMISSIONERS TO AMEND THE FISCAL YEAR 2024 BUDGET TO APPROPRIATE FUNDS FOR THE SETTLEMENT OF THE WALKER COUNTY DEVELOPMENT AUTHORITY'S OUTSTANDING ECONOMIC DEVELOPMENT TAXABLE REFUNDING REVENUE BONDS SERIES 2019

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

WHEREAS, O.C.G.A § 36-81-3 (d) requires any increase in appropriation at the legal level of control of a local government, whether accomplished through a change in expected revenues in any fund or through a transfer of appropriations among departments, shall require the approval of the governing authority by ordinance or resolution; and

WHEREAS, pursuant to the Constitution and laws of the State of Georgia and a Trust Indenture and Security Agreement, dated as of September 1, 2015 between the Walker County Development Authority ("Authority") and the U.S. Bank National Association, Atlanta, Georgia, as trustee, as approved by a resolution of the Authority adopted on August 31, 2015, the Authority issued its Economic Development Taxable Revenue Bonds, Series 2015, in the original aggregate principal amount of \$15,230,000 for the purpose of providing funds (a) to repay a promissory note obtained by the Authority from the County to finance the costs of acquiring and improving land for use as two industrial parks owned by the Authority, known as "Rock Spring Industrial Park" and "Walker County Industrial Park," (b) finance improvements to the industrial parks, (c) refund the Authority's Taxable Revenue Bond (Ohio Logistics Project), Series 2011, which financed a portion of the Rock Spring Industrial Park, (d) finance the costs of acquiring from the County (1) its Civic Center and Agricultural Center located at 10052 North Highway 27 in Rock Spring, Georgia and (2) its Mountain Cove Resort Properties located on Dougherty Gap Road in the unincorporated area of the County (the "2015 Projects"), and (e) fund the costs of issuing the Series 2015 Bonds; and

WHEREAS, the Series 2015 Bonds were secured by a lien described in an Intergovernmental Contract, dated September 1, 2015, between the Authority and the County and the payments to be made by the County thereunder; and

WHEREAS, on June 11, 2019, the Authority adopted a Bond Resolution authorizing, among other things, the issuance of Walker County Development Authority Economic Development Taxable Refunding Revenue Bonds, Series 2019 (the "Series 2019 Bonds"), in the aggregate principal amount not to exceed \$14,750,000; and

WHEREAS, the Authority and the County entered into an Intergovernmental Contract, dated August 1, 2019, pursuant to which the Authority agreed, among other things, to issue the Series 2019 Bonds for the purpose of providing funds to refund the Series 2015 Bonds and to continue to return certain facilities (consisting of the 2015 Projects) and certain services related thereto to the County, and the County agreed to make Contract Payments in stated amounts which are sufficient to pay when due the principal of and interest on the Series 2019 Bonds; and

WHEREAS, the County authorized the execution and delivery of a Bond Purchase Agreement, dated August 7, 2019, among the County, the Authority and Stifel Nicolaus & Company, Incorporated, providing for the sale of the Series 2019 Bonds; and

WHEREAS, the Bonds maturing on August 1, 2024, and thereafter are redeemable prior to maturity at the option of the Authority, as directed by the County, in whole or in part at any time on or after August 1, 2024, in any order of maturities, from any moneys available therefor at par plus accrued interest to the redemption date; and

WHEREAS, notice of the call for any redemption, identifying the Bonds (or the portions thereof) to be redeemed and specifying the terms of such redemption, shall be given by the Paying Agent (upon being satisfactorily indemnified as to expenses) by mailing a copy of the redemption notice by first class mail not more than 60 days and not less than 30 days prior to the date fixed for redemption to the registered owner of each Series 2019 Bond to be redeemed in whole or in part at the address shown on the books of the Bond Registrar; and

WHEREAS, the Board of Commissioners desire to payoff the indebtedness in full, prior to maturity, in order to reduce the total amount of interest owed, and therefore, the total cost of the indedtedness;

THEREFORE, BE IT RESOLVED that the Board of Commissioners of Walker County, Georgia hereby authorizes a transfer from the unassigned General Fund – Fund Balance (100.9000.611000.05) not to exceed \$10,755,000 for the sole purpose of redeeming the Series 2019 Bond; and

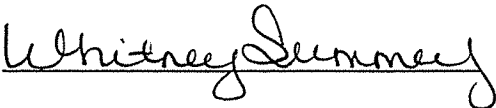
BE IT FURTHER RESOLVED the County’s accounting department is authorized to transfer these funds to the following general ledger numbers:

050.7520.581100.00	Bond Debt Principal General
050.7520.58210.00	Bond Debt Interest General
050.7520.584000.10	Issuance Costs Placement Agent
050.7520.584000.20	Issuance Costs Attorney Fees
050.0000.391000.10	Interfund Transfer in General Fund

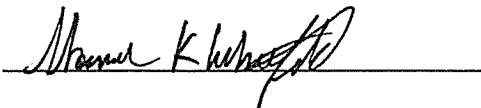
SO RESOLVED AND ADOPTED this 13th day of June, 2024.

ATTEST:

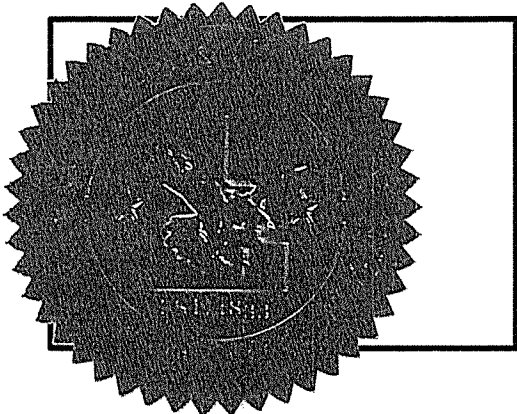
WALKER COUNTY, GEORGIA



Whitney Summey, Deputy Clerk



SHANNON K. WHITFIELD, Chairman



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

DRAFT DATE: 06/07/24

RESOLUTION OF THE BOARD OF COMMISSIONERS OF WALKER COUNTY TO APPROVE THE DEFEASANCE OF THE WALKER COUNTY DEVELOPMENT AUTHORITY'S OUTSTANDING ECONOMIC DEVELOPMENT TAXABLE REFUNDING REVENUE BONDS, SERIES 2019; AND FOR OTHER PURPOSES

WHEREAS, the Walker County Development Authority (the "Authority") was duly created and is validly existing pursuant to the Constitution and Laws of the State of Georgia (the "State"), including an amendment to the Constitution of the State (Ga. L. 1962, p. 912, *et seq.*, as amended by Ga. Laws 1964, p. 1013, *et seq.*, and continued by Ga. L. 1985, p. 4169, *et seq.*, as implemented by Ga. L. 1964, p. 3104, *et seq.*, as amended by Ga. L. 1978, p. 4360, *et seq.*), as thereafter amended (the "Amendment"); and the Authority is now existing and operating as a body corporate and politic, and its members have been duly appointed and entered into their duties; and

WHEREAS, the Authority was created for the purposes of developing, promoting and expanding industry, commerce, agriculture, natural resources and vocational training and the making and promulgation of long range plans for the coordination of such development, promotion and expansion within Walker County, Georgia (the "County"); and

WHEREAS, pursuant to a resolution duly adopted on June 11, 2019, as supplemented on August 7, 2019 (collectively, the "Bond Resolution"), the Authority has previously issued its Economic Development Taxable Refunding Revenue Bonds, Series 2019 (the "Series 2019 Bonds"); and

WHEREAS, the Series 2019 Bonds are currently outstanding in the aggregate principal amount of \$10,620,000; and

WHEREAS, the Authority and the County entered into an Intergovernmental Contract (the "Contract"), pursuant to which the Authority agreed, among other things, to issue the Series 2019 Bonds for the purpose of providing funds to refund previously issued revenue bonds and to continue to provide certain facilities and certain services related thereto to the County, and the County agreed to make contract payments in stated amounts which are sufficient to pay when due the principal of and interest on the Series 2019 Bonds; and

WHEREAS, the Authority and the County desire to authorize the defeasance of the Series 2019 Bonds; and

WHEREAS, the Authority and U.S. Bank Trust Company, National Association (the "Escrow Agent") propose to enter into an Escrow Deposit Agreement in the form attached as Exhibit A hereto, pursuant to which the Authority will deposit with the Escrow Agent certain amounts sufficient to defease all of the outstanding Series 2019 Bonds; and

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of Walker County, and it is hereby resolved by authority of same, as follows:

Section 1. Defeasance of Series 2019 Bonds. The defeasance of the Series 2019 Bonds is hereby authorized and approved. The Chairman of the Board of Commissioners is hereby authorized to execute and/or deliver all such documents certificates or notices necessary to effect the defeasance of the Series 2019 Bonds.

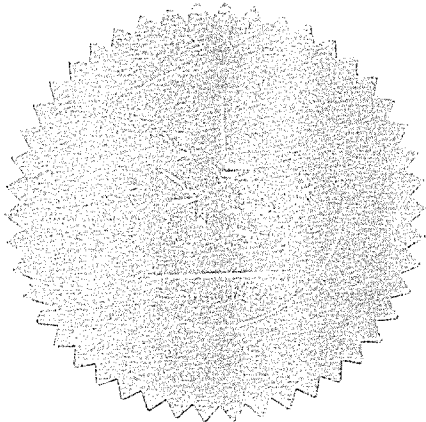
Section 2. Escrow Deposit Agreement. The execution, delivery and performance by the Chairman of the Authority of the Escrow Deposit Agreement is hereby approved. Such Escrow Deposit Agreement shall be in substantially the form attached hereto as Exhibit A, subject to such changes, insertions and omissions as may be approved by the Chairman of the Authority.

Section 3. Additional Actions. From and after the date of adoption of this Resolution, the Chairman of the Board of Commissioners is hereby authorized and empowered to take such other actions and to execute for and on behalf of the County all such agreements, certificates, affidavits and other documents as may be necessary or desirable in connection with the defeasance of the Series 2019 Bonds and the effectuation of the matters contemplated by this Resolution.

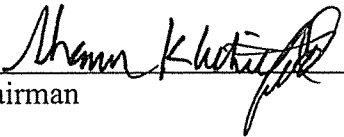
Section 4. No Personal Liability. No stipulation, obligation or agreement herein contained or contained in the Escrow Deposit Agreement shall be deemed to be a stipulation, obligation or agreement of any officer, member, agent or employee of the County in his or her individual capacity and no such officer, member, agent or employee shall be personally liable under the Escrow Deposit Agreement or be subject to personal liability or accountability by reason of the defeasance of the Series 2019 Bonds.

Section 5. Effective Date. This Resolution shall take effect immediately upon its adoption.

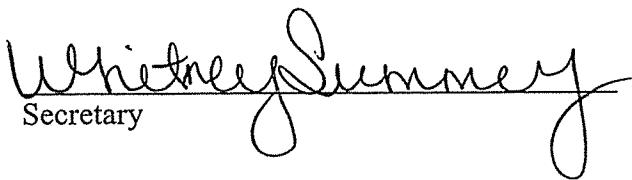
This Resolution adopted by the Board of Commissioners of Walker County on the 13th day of June, 2024.



**BOARD OF COMMISSIONERS OF
WALKER COUNTY**

By: 
Chairman

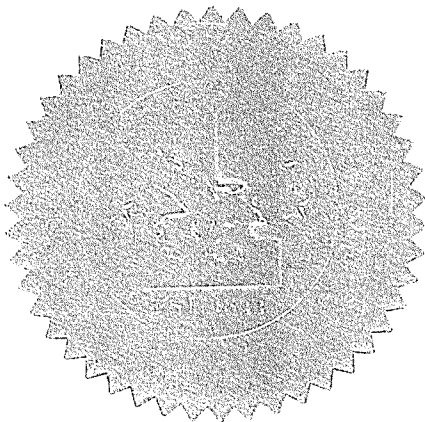
Attest:


Secretary

CLERKS'S CERTIFICATE

The undersigned Clerk of Board of Commissioners of Walker County, DOES HEREBY CERTIFY that the foregoing pages constitute a true and correct copy of the resolution adopted by the Board of Commissioners of Walker County at an open public meeting duly called and lawfully assembled, on the 13th day of June, 2024, authorizing the defeasance of the outstanding aggregate principal amount of Walker County Development Authority Economic Development Taxable Refunding Revenue Bonds, Series 2019, the original of said resolution being duly recorded in the Minute Book of the Board of Commissioners of Walker County, which Minute Book is in my custody and control.

WITNESS my hand and the official seal of the Walker County, Georgia, this the 13th day of June, 2024.



Whitney Semoney
Clerk

RESOLUTION OF THE WALKER COUNTY DEVELOPMENT AUTHORITY
TO APPROVE THE DEFEASANCE OF THE AUTHORITY'S
OUTSTANDING ECONOMIC DEVELOPMENT TAXABLE REFUNDING
REVENUE BONDS, SERIES 2019; TO APPROVE THE EXECUTION AND
DELIVERY OF AN ESCROW DEPOSIT AGREEMENT; AND FOR OTHER
PURPOSES

WHEREAS, the Walker County Development Authority (the "Authority") was duly created and is validly existing pursuant to the Constitution and Laws of the State of Georgia (the "State"), including an amendment to the Constitution of the State (Ga. L. 1962, p. 912, *et seq.*, as amended by Ga. Laws 1964, p. 1013, *et seq.*, and continued by Ga. L. 1985, p. 4169, *et seq.*, as implemented by Ga. L. 1964, p. 3104, *et seq.*, as amended by Ga. L. 1978, p. 4360, *et seq.*), as thereafter amended (the "Amendment"); and the Authority is now existing and operating as a body corporate and politic, and its members have been duly appointed and entered into their duties; and

WHEREAS, the Authority was created for the purposes of developing, promoting and expanding industry, commerce, agriculture, natural resources and vocational training and the making and promulgation of long range plans for the coordination of such development, promotion and expansion within Walker County, Georgia (the "County"); and

WHEREAS, pursuant to a resolution duly adopted on June 11, 2019, as supplemented on August 7, 2019 (collectively, the "Bond Resolution"), the Authority has previously issued its Economic Development Taxable Refunding Revenue Bonds, Series 2019 (the "Series 2019 Bonds"); and

WHEREAS, the Series 2019 Bonds are currently outstanding in the aggregate principal amount of \$10,620,000; and

WHEREAS, the Authority desires to authorize the defeasance of the Series 2019 Bonds; and

WHEREAS, the Authority and U.S. Bank Trust Company, National Association (the "Escrow Agent") propose to enter into an Escrow Deposit Agreement in the form attached as Exhibit A hereto, pursuant to which the Authority will deposit with the Escrow Agent certain amounts sufficient to defease all of the outstanding Series 2019 Bonds; and

NOW, THEREFORE, BE IT RESOLVED, by the Walker County Development Authority, and it is hereby resolved by authority of same, as follows:

Section 1. Defeasance of Series 2019 Bonds. The defeasance of the Series 2019 Bonds is hereby authorized and approved. The Chairman of the Authority is hereby authorized to execute and/or deliver all such documents certificates or notices necessary to effect the defeasance of the Series 2019 Bonds.

Section 2. Escrow Deposit Agreement. The execution, delivery and performance by the Chairman of the Authority of the Escrow Deposit Agreement is hereby authorized and approved. Such Escrow Deposit Agreement shall be in substantially the form attached hereto as Exhibit A, subject to such changes, insertions and omissions as may be approved by the Chairman executing the same, and the execution of the Escrow Deposit Agreement by the Chairman of the Authority as herein authorized shall be conclusive evidence of such approval.

Section 3. Additional Actions. From and after the date of adoption of this Resolution, the Chairman and Secretary of the Authority are hereby authorized and empowered to take such other actions and to execute for and on behalf of the Authority all such agreements, certificates, affidavits and other documents as may be necessary or desirable in connection with the defeasance of the Series 2019 Bonds and the execution and delivery by the Authority of the Escrow Deposit Agreement and the effectuation of the matters contemplated by this Resolution.

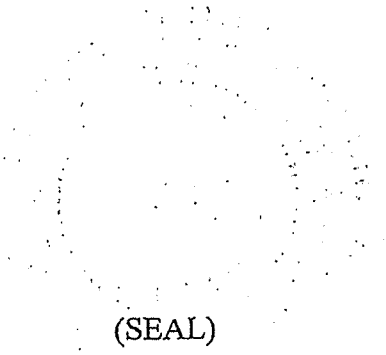
Section 4. No Personal Liability. No stipulation, obligation or agreement herein contained or contained in the Escrow Deposit Agreement shall be deemed to be a stipulation, obligation or agreement of any officer, member, agent or employee of the Authority in his or her individual capacity and no such officer, member, agent or employee shall be personally liable under the Escrow Deposit Agreement or be subject to personal liability or accountability by reason of the defeasance of the Series 2019 Bonds.

Section 5. Effective Date. This Resolution shall take effect immediately upon its adoption.

This Resolution adopted by the Authority on the 11th day of June, 2024.

WALKER COUNTY DEVELOPMENT
AUTHORITY

By: Philip A. A. A.
Chairman



(SEAL)

Attest:

James Cole
Secretary

SECRETARY'S CERTIFICATE

The undersigned Secretary of the Walker County Development Authority, DOES HEREBY CERTIFY that the foregoing pages constitute a true and correct copy of the resolution adopted by the Authority at an open public meeting duly called and lawfully assembled, on the 11th day of June, 2024, authorizing the defeasance of the outstanding aggregate principal amount of Walker County Development Authority Economic Development Taxable Refunding Revenue Bonds, Series 2019, the original of said resolution being duly recorded in the Minute Book of said Authority, which Minute Book is in my custody and control.

WITNESS my hand and the official seal of the Walker County Development Authority, this the 11th day of June, 2024.

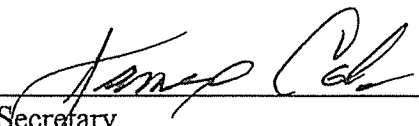

Secretary

EXHIBIT A

ESCROW DEPOSIT AGREEMENT

ESCROW DEPOSIT AGREEMENT

THIS ESCROW DEPOSIT AGREEMENT (this "Agreement") made as of this _____ day of _____, 2024, between the Walker County Development Authority, a public corporation of the State of Georgia (the "Authority"), U.S. Bank Trust Company, National Association, Atlanta, Georgia, as paying agent for the hereinafter described Series 2019 Bonds (the "2019 Paying Agent"), and U.S. Bank Trust Company, National Association, Atlanta, Georgia, as escrow agent (the "Escrow Agent").

WITNESSETH:

WHEREAS, pursuant to a bond resolution duly adopted by the Authority on June 11, 2019, as supplemented on August 7, 2019 (collectively, the "Bond Resolution"), the Authority issued its Walker County Development Authority (Georgia) Economic Development Taxable Refunding Revenue Bonds, Series 2019, in the original aggregate principal amount of \$14,505,000 (the "Series 2019 Bonds"); and

WHEREAS, the Series 2019 Bonds are currently outstanding in the aggregate principal amount of \$10,620,000; and

WHEREAS, pursuant to the resolution adopted by the Authority on _____, 2024, the Authority has authorized the defeasance of all of the outstanding Series 2019 Bonds, as described in Exhibit A attached hereto and by this reference made a part hereof (the "Defeased Bonds"), and has provided for the payment of the principal of and interest on the Defeased Bonds as they come due through August 1, 2033; and

WHEREAS, the Defeased Bonds are no longer outstanding, provision for the payment thereof having been made by the Authority; and

WHEREAS, the Defeased Bonds bear interest at the rates per annum and mature on August 1 of each of the years as more fully set forth in Exhibit A; and

WHEREAS, in anticipation of the beneficial result of providing at this time for the defeasance of the Defeased Bonds, the Authority has deposited into the Escrow Deposit Fund created hereunder sufficient monies which will allow the Escrow Agent to purchase general and direct obligations of the United States of America the principal of and interest on which obligations, when due, together with an initial cash balance, will provide sufficient monies to pay, when due, the amount necessary to pay the principal of and interest on the Defeased Bonds as more particularly hereinafter set forth;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. The Defeased Bonds shall be defeased through payment as provided in this Agreement. There is hereby created by the Authority and ordered established with the Escrow Agent a special separate and irrevocable trust fund to be designated "Walker County Development Authority Escrow Deposit Fund, Series 2019" (the "Escrow Deposit Fund"). The Authority hereby delivers to the Escrow Agent and directs the Escrow Agent to deposit into the Escrow Deposit Fund \$_____, and to apply \$_____ of such moneys to the immediate purchase of the general and direct non-callable obligations of the United States of America which are described in Exhibit B attached hereto and by this reference incorporated herein (said general and direct non-callable obligations being herein called the "Acquired Obligations") and to hold \$_____ as a cash deposit (the "Cash").

2. The Escrow Agent acknowledges receipt of:

- (a) a certified copy of the Bond Resolution;
- (b) the moneys described in Section 1 and represents that it has deposited said moneys in the Escrow Deposit Fund;
- (c) the evidence submitted to it of ownership by it, as Escrow Agent, of the Acquired Obligations;
- (d) the Cash; and
- (e) a copy of the Verification Report of _____, dated _____ (the "Verification Report"), a copy of which is attached hereto as Exhibit C, and by this reference is incorporated herein.

3. The Authority represents and warrants that, based on the Verification Report, the principal of and interest on the Acquired Obligations as and when due and payable and received in due course and deposited into the Escrow Deposit Fund, plus the Cash, will provide lawful money of the United States of America sufficient to pay principal and interest on the Defeased Bonds through August 1, 2033 (the "Defeasance Requirements," as set forth in Exhibit D attached hereto).

4. The Escrow Agent acknowledges the establishment with it of the Escrow Deposit Fund, acknowledges that the Acquired Obligations and the Cash have been deposited in said Escrow Deposit Fund, and agrees that any interest earned on the Acquired Obligations shall be held for the credit of the Escrow Deposit Fund.

5. The deposit of the Acquired Obligations and Cash in the Escrow Deposit Fund constitutes an irrevocable deposit thereof in trust solely for the purpose of making the payments described in Paragraph 3 hereof.

PROVISION FOR PAYMENT NOTICE

WALKER COUNTY DEVELOPMENT AUTHORITY
ECONOMIC DEVELOPMENT TAXABLE REFUNDING REVENUE BONDS, SERIES 2019
DATED AUGUST 22, 2019

The holders and owners of all of the outstanding Walker County Development Authority Economic Development Taxable Refunding Revenue Bonds, Series 2019, maturing August 1, in the years 2024 through 2033, inclusive (the "Defeased Bonds"), issued by the Walker County Development Authority (the "Issuer"), are hereby notified that U.S. Bank Trust Company, National Association, Atlanta, Georgia, as escrow agent (the "Escrow Agent"), has received and has on irrevocable deposit under an Escrow Deposit Agreement, dated as of _____, 2024, between the Issuer and U.S. Bank Trust Company, National Association, as Escrow Agent and as paying agent for the Defeased Bonds (the "Paying Agent"), general and direct obligations of the United States of America the principal of and interest on which obligations, when due, will provide moneys sufficient to pay the principal and interest on the Defeased Bonds, as the same become due and payable, through August 1, 2033. The Escrow Agent shall collect the principal of and interest on such obligations and shall transfer the same to the Paying Agent, or its successors or assigns, for application to the payment of the principal of, redemption premium and interest on the Defeased Bonds.

All of the Defeased Bonds are now deemed to have been paid, and the holders and owners of the Defeased Bonds shall hereafter be limited to the application of such cash moneys or general and direct obligations of the United States of America for payment of the principal of and interest on the Defeased Bonds.

Defeased Bonds

<u>CUSIP</u>	<u>Maturity</u>	<u>Amount</u>	<u>Rate</u>
931557BB7	August 1, 2024	\$1,030,000	2.10%
931557BC5	August 1, 2025	1,050,000	2.20
931557BD3	August 1, 2026	1,075,000	2.30
931557BE1	August 1, 2027	1,100,000	2.40
931557BF8	August 1, 2028	1,125,000	2.50
931557BG6	August 1, 2029	1,150,000	2.60
931557BH4	August 1, 2030	1,180,000	2.70
931557BJ0	August 1, 2031	1,215,000	2.80
931557BK7	August 1, 2032	1,250,000	2.90
931557BL5	August 1, 2033	445,000	3.00

This notice is for information purposes only and does not require any action at this time. Holders will be notified prior to the redemption date.

U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, as Escrow Agent

By: _____
Authorized Signatory

Dated _____, 2024

* * *

The 2019 Paying Agent represents and warrants that all principal and interest which became due and payable on the Defeased Bonds prior to the execution and delivery of this Agreement have been paid by the 2019 Paying Agent or the 2019 Paying Agent is holding money sufficient to make such payments.

The Escrow Agent acknowledges and accepts the foregoing direction and authorization. The liability of the Escrow Agent for the payment of the principal of and interest on the Defeased Bonds pursuant to this Agreement shall be limited to the application of the proceeds of the Acquired Obligations available for such purposes in the Escrow Deposit Fund.

8. The Escrow Agent shall maintain full and complete records of all assets and funds held by the Escrow Agent from time to time under this Agreement, and of all receipts and disbursements hereunder, and shall furnish the Authority reports thereof upon written request, subject to such reasonable regulations or restrictions as the Escrow Agent may from time to time impose.

9. Immediately after August 1, 2033, any monies and securities remaining in the Escrow Deposit Fund, if any, after payment of all amounts payable therefrom as described in Paragraph 3 of this Agreement or retention by the Escrow Agent of amounts sufficient to make such payments not theretofore made, shall be paid over to the Authority and this Agreement and the rights hereby granted shall thereupon cease, determine and be void, but such termination of this Agreement shall not affect the obligation of the 2019 Paying Agent with respect to payments of the amounts payable to the holders of the Defeased Bonds, whether or not such Defeased Bonds and coupons appertaining thereto may have been presented for payment on the date of termination of this Agreement.

10. The creation and establishment of the Escrow Deposit Fund for the purposes herein specified shall be irrevocable. The holders and owners of the Defeased Bonds shall have an express lien on the aforesaid Acquired Obligations and all cash monies in said fund from time to time until paid out, used and applied in accordance with this Agreement.

11. To the extent authorized by law, the Authority hereby assumes liability for, and hereby agrees (whether or not any of the transactions contemplated hereby are consummated) to indemnify, protect, save and keep harmless the Escrow Agent and its respective successors, assigns, agents and servants, from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements (including legal fees and disbursements) of whatsoever kind and nature which may be imposed on, incurred by, or asserted against any of them at any time (whether or not also indemnified against the same by any other person under any other agreement or instrument) and in any way relating to or arising out of the execution and delivery of this Agreement; provided, however, that the Authority expressly does not indemnify the Escrow Agent against its own gross negligence or willful misconduct. Except as to the holders of the Defeased Bonds, in no event shall the Authority, the 2019 Paying Agent or the Escrow Agent be liable to any person by reason of the transactions contemplated hereby other than to each other as set forth in this Section. The indemnities contained in this Section shall survive the termination of this Agreement or the sooner resignation of the Escrow Agent.

12. The Escrow Agent acknowledges that it will, by virtue of its services hereunder, have no lien or right of set-off on the Acquired Obligations or any other moneys in the Escrow Deposit Fund for payment of its fees and expenses for acting as Escrow Agent hereunder, for acting as trustee with respect to the Defeased Bonds, or for mailing the notice as specified in paragraph 7 above. The Escrow Agent agrees that it will bill the Authority for its services and expenses at its standard rates at the commencement of this Agreement and shall have no rights against the Escrow Deposit Fund therefor.

13. This Agreement is made for the benefit of the Authority, the holders from time to time of the Defeased Bonds and Build America Mutual Assurance Company (the "Insurer"), and it shall not be repealed, revoked, altered or amended without the written consent of all such holders and the Insurer and the written consent of the Authority and the Escrow Agent; provided, that the Authority and the Escrow Agent may, without the consent of, or notice to, such holders or the Insurer, enter into such agreements supplemental to this Agreement as shall not adversely affect the rights of such holders and as shall not be inconsistent with the terms and provisions of this Agreement, in order to (a) cure any ambiguity or formal defect or omission in this Agreement; (b) grant to, or confer upon, the Escrow Agent for the benefit of such holders any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such holders or the Escrow Agent; (c) subject to this Agreement additional funds, securities or properties; or (d) make such changes as may be required, in the opinion of counsel of recognized experience with respect to federal income tax aspects of municipal securities, to preserve the exemption from federal income taxation of interest on the Defeased Bonds or any other obligations of the Authority hereafter issued; provided, such change does not adversely affect the amounts of funds which would otherwise be available hereunder for payment of principal and interest requirements of the Defeased Bonds when due. With respect to any amendment to this Agreement, the Escrow Agent may request and conclusively rely upon an opinion of counsel to the effect that such amendment is authorized or permitted by this Agreement.

14. If any one or more of the covenants or agreements provided in this Agreement on the part of the Authority or the Escrow Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions hereof, and the remaining portions of this Agreement shall in any event be construed to accomplish the purpose of this Agreement of providing for the payment in full of the principal of and interest on the Defeased Bonds as provided herein.

15. This Agreement may be executed in several counterparts, all of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

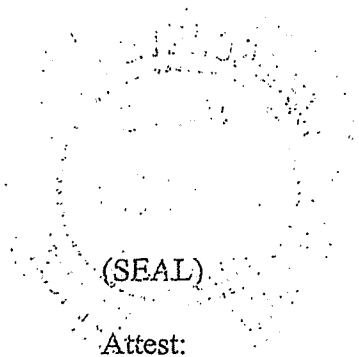
16. It is expressly understood and agreed that the Escrow Agent's duties and obligations in connection with this Agreement are confined to those expressly defined herein and no additional covenants or obligations shall be read into this Agreement against the Escrow

Agent. The Escrow Agent may consult with counsel with respect to any question relating to its duties or responsibilities hereunder or otherwise in connection herewith and shall not be liable for any action taken, suffered or omitted by the Escrow Agent in good faith upon the advice of such counsel. Any payment obligation of the Escrow Agent hereunder shall be paid from, and is limited to funds available, established and maintained hereunder and the Escrow Agent shall not be required to expend its own funds for the performance of its duties under this Agreement. The Escrow Agent shall not be liable for any action taken or neglected to be taken in performing or attempting to perform its obligations hereunder other than for its gross negligence or willful misconduct. Notwithstanding any provision herein to the contrary, in no event shall the Escrow Agent be liable for special, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Escrow Agent has been advised of the likelihood of such loss or damage and regardless of the form of action. The Escrow Agent shall not be responsible or liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fire; flood; hurricanes or other storms; wars; terrorism; similar military disturbances; sabotage; epidemic; pandemic; riots; interruptions; loss or malfunctions of utilities, computer (hardware or software) or communications services; accidents; labor disputes; acts of civil or military authority or governmental action; it being understood that the Escrow Agent shall use commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under the circumstances.

17. The Escrow Agent may resign at any time upon thirty (30) days' notice to the Authority; provided however, no resignation shall be effective until a successor escrow agent has been appointed by the Authority. If no successor escrow agent has been appointed and accepted its duties within forty-five (45) days of the Escrow Agent's giving notice of resignation, then the resigning Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor Escrow Agent until a successor shall have been appointed as above provided. The Authority may, from time to time, designate a successor Escrow Agent; provided said Escrow Agent complies with all of the provisions of this Agreement.

18. The provisions of this Agreement shall be governed by the laws of the State of Georgia without regard to conflict of law principles.

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed by their duly authorized officer or officers and their corporate seals to be hereunto affixed and attested as of the date first above written.



(SEAL)

Attest:

[Signature]
Secretary

WALKER COUNTY DEVELOPMENT
AUTHORITY

By: *[Signature]*
Chairman

(signature of 2019 Paying Agent and Escrow Agent on next pages)

[Escrow Deposit Agreement]

U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, as trustee for the Defeased Bonds

By: _____
Title: _____

[Escrow Deposit Agreement]

U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, Escrow Agent

By:_____

Title:_____

[Escrow Deposit Agreement]

EXHIBIT A

DEFEASED BONDS
DEBT SERVICE REQUIREMENTS

See Page ____ of the Verification Report (Exhibit C attached hereto).

[Escrow Deposit Agreement]

EXHIBIT B
TO
ESCROW DEPOSIT AGREEMENT

ACQUIRED OBLIGATIONS

See Page ____ to Verification Report (Exhibit C attached hereto).

[Escrow Deposit Agreement]

EXHIBIT C
TO
ESCROW DEPOSIT AGREEMENT
VERIFICATION REPORT

EXHIBIT D
TO
ESCROW DEPOSIT AGREEMENT
DEFEASANCE REQUIREMENTS

See Page ____ to Verification Report (Exhibit C attached hereto).

EXHIBIT A

DEFEASED BONDS
DEBT SERVICE REQUIREMENTS

See Page ____ of the Verification Report (Exhibit C attached hereto).

[Escrow Deposit Agreement]

EXHIBIT B
TO
ESCROW DEPOSIT AGREEMENT

ACQUIRED OBLIGATIONS

See Page ____ to Verification Report (Exhibit C attached hereto).

[Escrow Deposit Agreement]

EXHIBIT C
TO
ESCROW DEPOSIT AGREEMENT
VERIFICATION REPORT

EXHIBIT D
TO
ESCROW DEPOSIT AGREEMENT
DEFEASANCE REQUIREMENTS

See Page ____ to Verification Report (Exhibit C attached hereto).

VENDOR 2437 JBM REPAIRS LLC, JOSE L BANUELOS

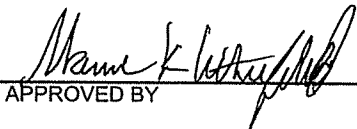
CONTACT

JBM REPAIRS LLC, JOSE L BANUELOS
21 MAPLE GROVE DR
ADAIRSVILLE, GA 30103

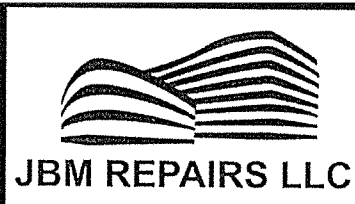
DELIVER BY
SHIP VIA
FREIGHT TERMS
ORIGINATOR
RESOLUTION #
PAYMENT TERMS

Whitfield, Shannon

QUANTITY	U/M	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	EA	Capital - Building Improvements - new TPO roof/Gutters/downspouts - Elections Building (SPLOST)	\$58,950.0000	\$58,950.00
TOTAL DUE				\$58,950.00


APPROVED BY

SPECIAL INSTRUCTIONS



PROPOSAL

#2024-086

**21 Maple Grove Dr,
Adairsville, GA 30103
(678) 848- 6010**

DATE: 06/06/2024

**ADDRESS:
311 South Main St,
LaFayette, GA 30728**

ITEMS:

Provide Labor, Materials, and Equipment To:

- (1.) Complete full tear off existing roof membrane
- (2.) Remove all flashing from HVAC units and walls
- (3.) Remove existing gutter and downspouts
- (4.) Clean surface
- (5.) Inspected metal
- (6.) Install new 2" iso deck board
- (7.) Install new GAF 60 mil TPO mechanical attach
- (8.) Install new GAF TPO on parapet wall fully adhered
- (9.) Install new flashing in HVAC
- (10.) Install new wood nailer on gutter edge
- (11.) Install new drip edge with cover tape
- (12.) Install new gutter 8" and 6" down pipe
- (13.) Install new 24 GA copping cap color selected by others
- (14.) Clean up and haul debris
- (15.) Install new 4x4 block under gas line
- (16.) Add wall pad around units up to 1 roll
- (17.) 5 year craftsmanship
- (18.) 20 year NDL warranty by manufacturer

For Sum Of: \$58,950.00

Thank you for your business!



Mighty Dog Roofing 215 - Greater Chattanooga
5959 Shallowford Road, Ste 507
Chattanooga, TN 37421
Phone: (423) 948-4118

Company Representative
Austin Weber
Phone: (423) 693-8940
AWeber@mightydogroofing.com

Walker County Voter
Building
04/18/2024
Claim Information

Walker County Voter Building
Walker County Government
311 South Main Street
LaFayette, GA 30728
(423) 827-8305

Job: Walker County Voter Building

Roofing Section

	Qty	Unit
Elevate UltraPly TPO Membrane - .060 - 10'x100' - White	9.00	RL
Elevate ISO 95+ GL Polyiso Insulation - Grade 2 - 2.0 - 4'x8	265.00	EA
2" ISO board recommended for longevity of roof life		
Elevate Insulation Fastening Plate - 3" (1000 Cnt)	3.00	BX
Elevate All-Purpose Fasteners - 3" (1000 Cnt) - Red	3.00	EA
Elevate Heavy Duty Seam Plate - 2 3/8" (1000 Cnt)	1.00	BX
Heat welded Seamplates to ensure total water tight protection		
Elevate Heavy Duty Fastener - 3" (1000 Cnt)	1.00	BX
Elevate UltraPly TPO Unsupported Flashing - .060 - 24" (50') - White	1.00	RL
Elevate Termination Bar (10')	17.00	EA
Elevate UltraPly TPO QuickSeam Flashing - 5 1/2" (100') - White	2.00	RL
Elevate Single-Ply QuickPrime Primer (3 Gal)	1.00	EA
Remove and Replace	90.00	SQ
Remove entire old roof system and thoroughly inspect the roof and underlayment for any damages or structural concerns		
Haul off and Dispose of Roofing Material	90.00	EA
OMG Mini EPDM Pipe Support - 1/2"-1 1/2" - Black	20.00	EA
Copping for Top of Parapet Walls	18.00	PC
OMG Small EPDM Pipe Support - 3/4"-2" - Black	20.00	EA
		\$71,294.52

Gutters Section

	Qty	Unit
Commercial gutter installation	1.00	EA
115' of 8in box gutters with 110' of 6in downspouts to include adding a fascia board to support gutter mounting		
		\$11,296.61

TOTAL

\$82,591.13

Starting at \$825/month with  **Acorn** • APPLY
FINANCE

Walker County Departmental Statistics - May 2024



Department		Monthly Totals				YTD Totals		YTD Totals		Yearly Totals		Yearly Totals		Yearly Totals			
Animal Shelter	April		May		2024		2023		2022		2021		2020		2019		
	Dogs	Cats	Dogs	Cats	Dogs	Cats	Dogs	Cats	Dogs	Cats	Dogs	Cats	Dogs	Cats	Dogs	Cats	
	Intake	83	93	56	78	437	284	1,066	469	1,138	452	1,322	648	1,093	516	1,094	295
	Adopted	25	8	27	12	185	52	252	84	191	150	31	91	33	65	208	152
	Rescued	27	50	49	48	216	138	615	234	720	245	999	494	919	397	766	119
	Returned to Owner	21	4	5	1	64	8	179	21	249	17	238	18	119	6	112	3
Euthanized	0	1	5	2	25	5	48	16	35	27	17	23	20	6	31	7	
Codes Enforcement & Litter		April		May		2024		2023		2022		2021		2020		2019	
Inspections	266		196		913		1,619		3,553		19,409		6,672		9,309		
Closed Cases	1		0		22		54		73		154		161		58		
Roadside Trash Pounds	9,540		13,640		57,760		26,220		74,000		143,723		143,800		143,330		
Elections						2024		2023		2022		2021		2020		2019	
Active Voters (see YTD total)					42,789		41,961		43,200		43,025		43,719		40,281		
Fire Rescue		April		May		2024		2023		2022		2021		2020		2019	
Calls for Service	603		610		3,026		6,550		6,148		4,173		3,478		6,091		
Units Handling Calls for Service	844		843		4,415		9,429		9,433		7,024		5,705		8,815		
Smoke Alarms Installed	8		10		52		139		190		368		322		781		
SirenGPS Subscribers (6,304 total)	105		76		811		489		645		2,716		391		1,243		
Mountain Cove Farms		April		May		2024		2023		2022		2021		2020		2019	
Total Nights Booked	34		n/a		139		789		1,016		892		840		1,102		
Planning		April		May		2024		2023		2022		2021		2020		2019	
Single Family New Home Construction	28		21		116		352		142		157		150		128		
Building Inspections	332		276		1,408		4,395		2,291		1,755		1,595		1,424		
Public Relations		April		May		2024		2023		2022		2021		2020		2019	
External Media Impressions (stories)	19		26		127		297		327		460		460		451		
Facebook Followers Added (18,485 total)	90		448		921		2,185		2,722		1,227		2,768		1,880		
Facebook Posts (main page)	31		44		168		372		342		519		888		602		
WalkerCountyGA.gov views	47,029		55,619		237,913		526,068		504,354		568,384		668,051		357,989		
Newsletter Subscribers Added (6,217 total)	5		32		93		219		345		1,376		1,104		971		
Public Works		April		May		2024		2023		2022		2021		2020		2019	
Patching/Potholes	629		208		1,783		4,423		3,124		4,157		5,785		6,148		
Walker Transit		April		May		2024		2023		2022		2021		2020		2019	
Total Trips	2,400		2,376		10,907		30,456		27,869		18,420		17,436		26,535		

Best Friends: Data Matrix

Criteria:

Enter from date: 05/01/2024

Enter to date: 05/31/2024

	Species					
	Canine			Feline		
	Adult	Up to 5 months	Unknown Age	Adult	Up to 5 months	Unknown Age
Beginning Animal Count 2024-05-01	127	38	0	17	16	0
Intakes: Stray/At Large	6	3	0	0	8	0
Intakes: Transferred in from Municipal Shelter	0	0	0	0	0	0
Intakes: Transferred in from Other Rescue Group	0	0	0	0	0	0
Intakes: Owner Requested Euthanasia	0	0	0	1	0	0
Intakes: Relinquished by Owner	18	13	0	21	48	0
Intakes: Returns	8	1	0	0	0	0
Intakes: Other Intakes	1	15	0	0	0	0
Live Outcomes: Adoption	21	6	0	9	3	0
Live Outcomes: Returned to Owner	5	0	0	1	0	0
Live Outcomes: Returned To Field	0	0	0	0	0	0
Live Outcomes: Transferred to Municipal Shelter	0	0	0	0	0	0
Live Outcomes: Transferred to Other Rescue Group	15	34	0	23	25	0
Live Outcomes: Other	1	0	0	0	0	0
Other Outcomes: Died in Care	1	2	0	0	8	0
Other Outcomes: Lost in Care	0	0	0	0	0	0
Other Outcomes: Euthanasia	5	0	0	0	1	0
Other Outcomes: Owner Requested Euthanasia	0	0	0	1	0	0
Ending Animal Counts 2024-05-31	112	27	0	5	35	0
Spays/Neuters: Pre-Adoption	48	9	0	11	5	0
Spays/Neuters: Free for Low-Income Families	0	0	0	0	0	0
Spays/Neuters: Low-Cost for Low-Income Families	0	0	0	0	0	0
Spays/Neuters: Low-Cost for General Public	0	0	0	0	0	0
Spays/Neuters: TNR	0	0	0	0	0	0
Spays/Neuters: Other	0	0	0	0	0	0

**WALKER COUNTY BOARD OF COMMISSIONER
EXECUTIVE SESSION
AFFIDAVIT**

The undersigned, having been duly sworn, states under oath that the following is true and accurate:

1.

The Walker County Board of Commissioners met in an open and duly advertised meeting on June 13, 2024.

2.

During the meeting the Walker County Board of Commissioners voted to enter into executive session.

3.

In my capacity as Commission Chairman, I preside over the executive session. The executive session was called to order at 7:30 p.m. The following Commissioners were present: Blakemore, Askew, Hart (Stultz absent)

Also in attendance: County Attorney Gottlieb

4.

The subject matter of the executive session was devoted to the following matter(s) within the exceptions provided in the open meeting law: (Initial all that are applicable):

 Litigation Matters: Consultation with the Walker County government attorney to discuss pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought, or to be brought, by or against Walker County government or any officer or employee in which Walker County government or any officer or employee may be directly involved; as provided in O.C.G.A. 50-14-2(1);

SKW **Real Estate Matters:** Discussion regarding the future purchase or acquisition, disposal, or leasing of real estate; as provided by O.C.G.A. 50-14-3(b)(1);

SKW **Personnel Matters:** Discussion or deliberation upon the appointment, employment, compensation, hiring, disciplinary action or dismissal of a Walker County government officer or employee; as provided in O.C.G.A. 50-14-3(6);

 Other: (describe exemption of the open meeting law) _____

_____ as provided in O.C.G.A. _____.

SKWX No other matters were discussed during the executive session.

_____ Discussion occurred on a topic not authorized by law. The meeting was declared out of order, immediately ceased and was adjourned.

This 13th day of June, 2024.

_____ Shannon K. Whitefield

Print Name: Shannon K. Whitefield

Print Title: Commission Chairman

Sworn to and subscribed before me this
13th day of June, 2024.

[Signature]
Notary Public

My commission expires: _____

