

AGENDA
REGULAR SCHEDULED MEETING OF
THE GOVERNING AUTHORITY
OF WALKER COUNTY, GEORGIA
Walker County Courthouse Annex III, 201 S Main Street
LaFayette, Georgia 30728

Date: Thursday July 25, 2019

Time: 6:00 PM

Call to Order: Commissioner Whitfield will call the meeting to order

Invocation: Given by Commissioner Shannon Whitfield

Pledge: United States Flag

Pledge: Georgia Flag

Open of the Regular Meeting

Minutes: Approval of the minutes from the Regular Scheduled Commissioner's Meeting that was held on July 11, 2019

New Business:

- I. Proclamation for Blood Assurance Month
- II. Purchase Order 2019-00001115 for one vehicle for the Sheriff's Office for \$31,311.80
- III. Purchase Order 2019-00001116 for eight vehicles for the Sheriff's Office for \$185,452.00
- IV. Purchase Order 2019-00001122 for two vehicles for the Sheriff's Office for \$53,960.26
- V. Purchase Order 2019-00001150 for one vehicle for the Sheriff's Office for \$29,813.00
- VI. Purchase Order 2019-00001182 for one vehicle for the Public Works Department for \$24,700.00

- VII. Resolution R-015-19 to validate the Shaw Expansion Project
- VIII. Resolution R-016-19 to declare property of the Walker County Sheriff's Office Unserviceable Surplus and Removed from County Inventory
- IX. Proclamation for Parents' Day

Adjourn: Commissioner Whitfield will adjourn the meeting

Open Discussion: **The business on the Agenda being completed, Commissioner Whitfield will open the floor for general discussion. In response to requests from citizens, speakers are asked to limit their comments to 5 minutes and keep them on topics related to county business.**

The next scheduled Commissioner's Meeting will be held on Thursday, August 8, 2019 at 6:00 PM. There will be a public hearing on this date for proposed Ordinance O-06-19 to establish an Enhanced Services Special Tax District for the Wilson Road Neighborhood District.



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

Minutes of the Regular Scheduled Commissioner's
Meeting
July 11, 2019

I. Call to order

Commissioner Whitfield called to order the Regular Scheduled Commissioner's Meeting held at Walker County Courthouse Annex III, 201 S Main Street, LaFayette, Georgia at 6:00 PM on July 11, 2019.

II. Attendees

The following persons were present: Walker County Sole Commissioner Shannon Whitfield, Public Relations Director Joe Legge and County Clerk Rebecca Wooden. Other guests signed in at the meeting as well, please see the attached sign in sheet.

III. Open of Public Hearing:

- I. Commissioner Whitfield explained the Office of the Governor Criminal Justice Coordinating Council Subgrant Award, Project Name: Juvenile Justice Incentive Grant, Subgrant Number: Y20-8-025 approved and signed. He wants the citizens to know this is \$0.00 matching funds.
- II. Commissioner Whitfield reviewed the Walker County Department Statistics for June 2019

IV. Adjournment: The Regular Meeting was adjourned at 6:13 PM

VIII. Public Comment

{Audio Recording of Regular Scheduled Commissioner's Meeting
and comments are on file in Commissioner's Office – 19-07-11}

IX. Commissioner Comments

{Audio Recording of Regular Scheduled Commissioner's Meeting
comments are on file in Commissioner's Office – 19-07-11}

Minutes approved by:

Shannon K. Whitfield
Sole Commissioner
Walker County Georgia

Date

Minutes prepared by: Walker County Clerk, Rebecca Wooden



BY THE SOLE COMMISSIONER OF WALKER COUNTY, GEORGIA

A PROCLAMATION

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 every eight weeks; and
- WHEREAS: Blood Assurance needs 400 units of blood per day to meet the needs of hospitals in the region; and
- WHEREAS: Blood Assurance expects to draw 104,000 units of blood in 2019; and each blood donation can save the lives of up to three people; and
- WHEREAS: The citizens of Walker County answer this volunteer call to donate blood, potentially saving the lives of their neighbors; and
- WHEREAS: Blood Assurance serves Walker County through their blood center located at 2720 LaFayette Road in Fort Oglethorpe, Georgia, as well as through the many mobile blood drives at local businesses, organizations and places of worship;
- THEREFORE: I, Shannon K. Whitfield, Sole Commissioner of Walker County, Georgia, do hereby proclaim August 2019 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 25th day of July in the year 2019.

Shannon K. Whitfield, Sole Commissioner
Walker County, Georgia

7/2/2019

IMS2 CNGP530 VEHICLE ORDER CON

CNGP530

VEHICLE ORDER CONFIRMATION

07/02/19 13:33:42

Dealer: F21422

Page: 1 of 2

2019 F-SERIES SD
 Order No: 0000 Priority: J1 Ord FIN: QD389 Order Type: 5B Price Level: 950
 Ord PEP: 610A Cust/Flt Name: WALKER COUNTY PO Number:

RETAIL		RETAIL	
W3B	F350 4X4 CREW/C \$40920	17F	XL DECOR PKG NC
	176" WHEELBASE	18B	PLAT RUNNING BD 445
UM	AGATE BLACK		10800# GVWR PKG
A	VNYL 40/20/40	425	50 STATE EMISS NC
S	MEDIUM EARTH GR	43B	BACKGLASS DEF 60
610A	PREF EQUIP PKG	512	SPARE TIRE/WHL2 NC
	.XL TRIM		TELE TT MIR-PWR
	.TRAILER TOW PKG	59H	HI MNT STOP LMP NC
572	.AIR CONDITIONER NC		TOTAL BASE AND OPTIONS 45550
996	.6.2L EFI V8 ENG NC		TOTAL 45550
44P	6-SPD AUTOMATIC NC		*THIS IS NOT AN INVOICE*
TD8	.LT245 BSW AS 17		
X37	3.73 REG AXLE NC		* MORE ORDER INFO NEXT PAGE *
90L	PWR EQUIP GROUP 1125		F8=Next
	JOB #1 BUILD		F3/F12=Veh Ord Menu

F1=Help F2=Return to Order F3/F12=Veh Ord Menu
 F4=Submit F5=Add to Library

S006 - MORE DATA IS AVAILABLE.

QC00257

VTOP0025

2,6

*Bid Price \$ 31,311.80
 Delivered*

VIN: 1F1P...
EN

CNGP530

VEHICLE ORDER CONFIRMATION

07/02/19 13:33:51

==>

Dealer: F21422

2019 F-SERIES SD

Page: 2 of 2

Order No: 0000 Priority: J1 Ord FIN: QD389 Order Type: 5B Price Level: 950
Ord PEP: 610A Cust/Flt Name: WALKER COUNTY PO Number:

RETAIL

RETAIL

THIS IS NOT AN INVOICE

JACK		
85G TAILGATE STEP	375	
924 PRIVACY GLASS	30	
96V XL VALUE PKG	1000	
.CRUISE CONTROL		
.AMFM/MP3/CLK		
.SYNC SYSTEM		
SP DLR ACCT ADJ		
SP FLT ACCT CR		
FUEL CHARGE		
B4A NET INV FLT OPT	NC	
DEST AND DELIV	1595	

TOTAL BASE AND OPTIONS 45550

TOTAL 45550

F1=Help

F2=Return to Order

F7=Prev

F4=Submit

F5=Add to Library

F3/F12=Veh Ord Menu

S099 - PRESS F4 TO SUBMIT

QC00257

V1DP0025

2,6

SHIP TO WALKER COUNTY SHERIFF'S OFFICE
105 S DUKE ST.
LA FAYETTE, GA 30728

BILL TO WALKER COUNTY SHERIFF'S OFFICE
P.O. BOX 767
LA FAYETTE, GA 30728

**REPRINT PURCHASE
ORDER
NO. 2019-00001116**

DATE 07/16/2019

VENDOR 49 JENKINS CHRYSLER-DODGE-JEEP INC

CONTACT JENKINS CHRYSLER-DODGE-JEEP INC
P O BOX 668
LAFAYETTTE, GA 30728

**DELIVER BY
SHIP VIA
FREIGHT TERMS
ORIGINATOR
RESOLUTION #
PAYMENT TERMS**

Miller, Murlyne

QUANTITY	U/M	DESCRIPTION	UNIT COST	TOTAL COST
8.0000	EA	Capital - Vehicles - (8) 2019 Dodge Charger's (\$22,015.00 each)	\$23,181.5000	\$185,452.00
			TOTAL DUE	\$185,452.00

APPROVED BY _____

SPECIAL INSTRUCTIONS

AWD HEMI

JENKINS CHRYSLER-DODGE-JEEP INCORPORAT
HIGHWAY 27 NORTH
LAFAYETTE, GA 307280668

Configuration Preview

Date Printed: 2019-07-16 6:13 PM VIN:
Estimated Ship Date: VON:

Quantity: 87
Status: BA - Pending order
FAN 1: 52381 COUNTY OF WALKER,
GEORGIA, COU
FAN 2:
Client Code:
Bid Number: TB9059
PO Number:

Sold to:
JENKINS CHRYSLER-DODGE-JEEP
INCORPORATED (43287)
HIGHWAY 27 NORTH
LAFAYETTE, GA 307280668

Ship to:
JENKINS CHRYSLER-DODGE-JEEP INCORPORATED (43287)
HIGHWAY 27 NORTH
LAFAYETTE, GA 307280668

Vehicle: 2019 CHARGER POLICE AWD (LDEE48)

	Sales Code	Description	MSRP(USD)
Model:	LDEE48	CHARGER POLICE AWD	37,055
Package:	29A	Customer Preferred Package 29A	0
	EZH	5.7L V8 HEMI MDS VVT Engine	0
	DGJ	5-Speed Auto W5A580 Transmission	0
Paint/Seat/Trim:	PX8	Pitch Black Clear Coat	0
	APA	Monotone Paint	0
	*C8	HD Cloth Bucket & Rear Bench Seats	0
	-X9	Black	0
Options:	4DH	Prepaid Holdback	0
	4ES	Delivery Allowance Credit	0
	MAF	Fleet Purchase Incentive	0
	5N6	Easy Order	0
	4FM	Fleet Option Editor	0
	4FT	Fleet Sales Order	0
	166	Zone 66-Orlando	0
	4EA	Sold Vehicle	0
Non Equipment:	4FA	Special Bid-Ineligible For Incentive	0
Bid Number:	TB9059	Government Incentives	0
Discounts:	YGF	8 Additional Gallons of Gas	0
Destination Fees:			1,345

Total Price: 38,400

Order Type: Fleet
Scheduling Priority: 1-Sold Order
Salesperson:
Customer Name:
Customer Address: USA

PSP Month/Week:
Build Priority: 99

#23525
each

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

V6 RWD

JENKINS CHRYSLER-DODGE-JEEP INCORPORAT
HIGHWAY 27 NORTH
LAFAYETTE, GA 307280668

Configuration Preview

Date Printed: 2019-07-16 5:56 PM VIN:
Estimated Ship Date: VON:

Quantity: 1
Status: BA - Pending order
FAN 1: 52381 COUNTY OF WALKER,
GEORGIA, COU
FAN 2:
Client Code:
Bid Number: TB9059
PO Number:

Sold to:
JENKINS CHRYSLER-DODGE-JEEP
INCORPORATED (43287)
HIGHWAY 27 NORTH
LAFAYETTE, GA 307280668

Ship to:
JENKINS CHRYSLER-DODGE-JEEP INCORPORATED (43287)
HIGHWAY 27 NORTH
LAFAYETTE, GA 307280668

Vehicle: 2019 CHARGER POLICE RWD (LDDE48)

	Sales Code	Description	MSRP(USD)
Model:	LDDE48	CHARGER POLICE RWD	32,325
Package:	27A	Customer Preferred Package 27A	0
	ERB	3.6L V6 24V VVT Engine	0
	DGJ	5-Speed Auto W5A580 Transmission	0
Paint/Seat/Trim:	PX8	Pitch Black Clear Coat	0
	APA	Monotone Paint	0
	*C8	HD Cloth Bucket & Rear Bench Seats	0
	-X9	Black	0
Options:	4DH	Prepaid Holdback	0
	4ES	Delivery Allowance Credit	0
	MAF	Fleet Purchase Incentive	0
	5N6	Easy Order	0
	4FM	Fleet Option Editor	0
	4FT	Fleet Sales Order	0
	166	Zone 66-Orlando	0
	4EA	Sold Vehicle	0
Non Equipment:	4FA	Special Bid-Ineligible For Incentive	0
Bid Number:	TB9059	Government Incentives	0
Discounts:	YGF	8 Additional Gallons of Gas	0
Destination Fees:			1,345

Total Price: 33,670

Order Type: Fleet PSP Month/Week:
Scheduling Priority: 1-Sold Order Build Priority: 99
Salesperson:
Customer Name:
Customer Address: USA

\$ 20777 each

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

SHIP TO

WALKER COUNTY SHERIFF'S OFFICE
105 S DUKE ST.
LA FAYETTE, GA 30728

BILL TO

WALKER COUNTY SHERIFF'S OFFICE
P.O. BOX 767
LA FAYETTE, GA 30728

**REPRINT PURCHASE
ORDER
NO. 2019-00001122**

DATE 07/16/2019

VENDOR 59476 GA DEPT OF PUBLIC SAFETY

CONTACT

GA DEPT OF PUBLIC SAFETY
ATTN 1122 PROCUREMENT PROGRAM
P O BOX 1456
ATLANTA, GA 30371

**DELIVER BY
SHIP VIA
FREIGHT TERMS
ORIGINATOR
RESOLUTION #
PAYMENT TERMS**

Miller, Murlayne

QUANTITY	U/M	DESCRIPTION	UNIT COST	TOTAL COST
2.0000	EA	Capital - Vehicles - (2) 2019 Dodge Ram SSV (26,980.13 Each)	\$26,980.1300	\$53,960.26
			TOTAL DUE	\$53,960.26



APPROVED BY _____

SPECIAL INSTRUCTIONS




Compare Prices

Print

55C -4X4 PICKUP,FULLSIZE,CREW CAB,6700 GVWR,SPECIAL SERVICE VEH

Note: Incl. (Includes) = The selected option is part of a package that includes the listed options.
 Req. (Requires) = In order to get the selected option, you must also select from the listed required options.
 Excl. (Excludes) = The selected option cannot be ordered with the listed options.
 CARB adherent States will receive gasoline instead of E85.
 = Alternative Fuel Vehicles
 = Low Greenhouse Gas Vehicles

2

Vendor	FCA US LLC	GM 
Model Picture	 See more images	 See more images
Socio-Economic Indicator	Other than Small Business	Other than Small Business
Model	RAM 1500 SSV	K1500 SSV
Model Year	2019	2020
MPG (City/Hwy/Combined) Base Vehicle	15/21/17	15/19/16
gCO2/mile Base Vehicle	527	516
50-State Emissions Certified Engine Base Vehicle	Yes	Yes
Additional Information		
Program 1122	Yes	Yes
Shipment Days - Base	100	255
Additional Shipment Days - for Options	0	0
Base Price \$ (A)	25,574.00	30,155.00

+ Vehicle Options			
115V		0.00	N/A
BB		1,139.00 Incl. CBE	N/A
SRO		N/A	0.00
VDD		0.00	0.00
+Additional Required Vehicle (G)		0.00	0.00
Total Vehicle Options (B)		1,139.00	0.00
=Subtotal Unit Price (A+B+G)		26,713.00	30,155.00
Quantity(C)		1	1
=Sub- Totals (A+B+G)*C		26,713.00	30,155.00
+ Order Options			
Total Order Options \$ (D)		0.00	0.00
= Total Price ((A+B+G)*C)+D		26,713.00	30,155.00
+ GSA Surcharge		267.13	301.55
= Total Selling Price(F)		26,980.13	30,456.55
Unit Selling Price \$ (F/C)		26,980.13	30,456.55

Select Model

Select Model

Option Description	Vendor Data
115V - AC POWER OUTLET	
BB - STORAGE BINS, BOTH BED SIDEWALLS	
CBE - CARGO BED EXTENDER	
SRO - OEM REVERSE OBSTACLE SENSOR	
VDD - VARIABLE DISPLACEMENT ON DEMAND	

SHIP TO WALKER COUNTY SHERIFF'S OFFICE
105 S DUKE ST.
LA FAYETTE, GA 30728

BILL TO WALKER COUNTY SHERIFF'S OFFICE
P.O. BOX 767
LA FAYETTE, GA 30728

**REPRINT PURCHASE
ORDER
NO. 2019-00001150**

DATE 07/18/2019

VENDOR 1697 COURTESY AUTOMOTIVE GROUP

CONTACT COURTESY AUTOMOTIVE GROUP
607 ENTERPRISE PKWY
BEAUX BRIDGE , LA 70517

**DELIVER BY
SHIP VIA
FREIGHT TERMS
ORIGINATOR** Mike Freeman
**RESOLUTION #
PAYMENT TERMS**

QUANTITY	U/M	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	EA	Capital - Vehicles - 2018 DODGE DURANGO PURSUIT	\$29,813.0000	\$29,813.00
			TOTAL DUE	\$29,813.00

APPROVED BY _____

SPECIAL INSTRUCTIONS

Courtesy Automotive

Fleet Department

Quote



Date	July 17, 2019
Valid Until	August 13, 2019
Quote #	2018 DURANGO PURSUIT
Customer ID	WALKER COUTNY SO

Customer:
WALKER COUNTY SO

Quote/Project Description
POLICE UTILITY PPV 2018 DODGE DURANGO PPV AWD
PURSUIT RATED

Description	Line Total
DODGE DURNAGNO PPV AWD POLICE UTILITY VEHICLE 2018MY, AM/FM, KEYLESS, AUTO TRANS, 5 PASSENGER SEATING, BLUETOOTH HANDSFREE PHONE, POWER WINDOW LOCKS, KEYLESS ENTRY, EASY ENTRY, PUSH BUTTON START, ALUMINUM WHEELS, CARPET, CLOTH FRONT AND REAR SEATS, PURSUIT RATED	28,723.00
ADD LEFT HAND DRIVERS SIDE SPOTLIGHT	495.00
ADD REAR VINYL SEAT	595.00
2 UNIT IN STOCK UNIT BLACK	

Special Notes and Instructions
Once signed, please e-mail it to the provided address, many thanks
Mike Solomon Fleet Manager

Subtotal	\$	29,813.00
Discount		-
	%	0.00
Total	\$	29,813.00

PRINT NAME _____
SIGN NAME _____

Thank you for your business!

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

REPRINT PURCHASE ORDER
NO. 2019-00001182

DATE 07/24/2019

VENDOR 1683 TRUCK COUNTRY LLC

CONTACT TRUCK COUNTRY LLC
253 PATTERSON AVE
FORT OGLETHORPE, GA 30742

DELIVER BY
SHIP VIA
FREIGHT TERMS
ORIGINATOR Whitfield, Shannon
RESOLUTION #
PAYMENT TERMS

QUANTITY	U/M	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	EA	Capital - Vehicles - 2015 Ford F250 XL 4x4 pickup	\$24,700.0000	\$24,700.00
			TOTAL DUE	\$24,700.00

APPROVED BY _____

SPECIAL INSTRUCTIONS

Buyers Order

Buyer Name & Address	Co-Buyer Name & Address	Seller's Name & Address
WALKER COUNTY COMMISSION County: WALKER		Truck Country, LLC. 253 Patterson Ave Fort Oglethorpe, GA 30742

SALE VEHICLE INFORMATION

New/Used	Make	Model	Year	Vin	Stock#	Odometer
Used	FORD	F250 XL	2015	1FT7W2B6XFEA15028	A15028	69698

SALE ITEMIZATION

A. Cash Price of Vehicle	\$ 24,700.00
1. Accessories and After Market Items	\$.00
2. _____	\$ N/A
3. _____	\$ N/A
4. _____	\$ N/A
5. Prior Credit or Lease Balance paid by seller to: _____	\$ N/A
Total Cash Price (1 through 6)	\$ 24,700.00 (A)
B. Sales Tax	\$.00 (B)
C. Amounts Paid To Others	
1. Amount Paid to Others (Paid To: _____)	\$ N/A
2. _____	\$ N/A
3. _____	\$ N/A
4. State License Fees (Estimate)	\$ N/A
5. State Registration / Title / Transfer Fees (Estimate)	\$ N/A
Total Amount Paid To Others (1 through 5)	\$.00 (C)
D. Down Payment	
1. Value of Trade-In Year: _____ Make: _____ Model: _____ VIN: _____	\$ N/A
2. Less Prior Credit or Lease Balance _____	\$ N/A
3. Trade-In Net Amount (1 minus 2) (indicate negative)	\$ N/A
4. Cash Down Payment	\$ N/A
5. _____	\$ N/A
Total Down Payment (1 through 5)	\$.00 (D)
(If negative, disclose as zero and enter the negative amount on line A-5)	
E. Balance Due (A plus B plus C minus D)	\$ 24,700.00 (E)

AS-IS

Unless otherwise indicated on the buyer's guide attached to the side window of this vehicle

OPTIONAL SERVICE CONTRACT

You have acknowledged the purchase of a service contract written with the following company for the term below.
 Company _____
 Term ___ Mos. or ___ Miles
 Buyer _____ Co-Buyer _____

OPTIONAL GAP CONTRACT

A GAP Contract (Debt Cancellation Agreement) is not required to obtain credit and is not provided unless you agree to purchase and pay the extra cost.
 Term ___ Mos. _____
 Name of Gap Contract
 X _____
 Buyer Signature

Comments:

**** SELLERS WARRANTIES IN THIS SALE: THERE ARE NO IMPLIED WARRANTIES CONCERNING THE VEHICLE, INCLUDING THOSE OF MERCHANTABILITY, FITNESS FOR USE, OR OTHERWISE. SELLER MAKES NO WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE VEHICLE, INSURANCE OR SERVICE AGREEMENT.**

**** THIS IS A BINDING AGREEMENT.** As of the date below, this Agreement comprises the complete terms of agreement relating to the entire subject matters covered. This document shall not become binding until accepted by an authorized representative of the Seller.

**** ENTIRE AND ONLY AGREEMENT.** This Agreement contains the entire and only Agreement between the parties. This Agreement supersedes any prior oral or written Agreement between the parties concerning the sale of the Vehicle. Any modification or change to this Agreement must be in writing and signed by Buyer and the Seller.

**** NO COOLING OFF PERIOD.** This Agreement does not provide for a "cooling off" period. Buyer cannot cancel this Agreement simply because Buyer: Changes Buyer's mind; Decides the Vehicle costs too much; or Buyer wish Buyer had acquired a different Vehicle.

(X) Sharon Klatt 7/16/2019 (X) _____ 7/16/2019 (X) _____ 7/16/2019
 Buyer's Signature Date Co-Buyer's Signature Date Seller's Signature Title Date

07/22/2019

INCENTIVE AGREEMENT

THIS INCENTIVE AGREEMENT (“**this Agreement**”) is made as of the 1st day of August, 2019, by and between **WALKER COUNTY DEVELOPMENT AUTHORITY**, a body corporate and politic which is an instrumentality of the State of Georgia and a public corporation organized and existing under the Constitution and laws of the State of Georgia (the “**Development Authority**”), and **SHAW INDUSTRIES GROUP, INC.**, a Georgia corporation (the “**Company**”).

WHEREAS, the Development Authority was created by an amendment to the Constitution of the State of Georgia, Ga. Laws 1962, p. 912, as amended (the “**Act**”); and

WHEREAS, the Development Authority has been created pursuant to the provisions of the Act for the purposes of developing, promoting and expanding for the public good and general welfare industry, agriculture, commerce, natural resources, and vocational training and for the making of long-range plans for the coordination of such development, promotion and expansion within its territorial limits, and in furtherance of such purposes, the Development Authority is empowered to issue its revenue bonds, in accordance with the Act and the Revenue Bond Law (O.G.G.A. §36-82-60 *et seq.*) for the purpose of acquiring and installing any “project” (as defined in the Act) for lease to prospective tenants in furtherance of the public purposes for which it was created; and

WHEREAS, the Development Authority, in furtherance of its goal of fostering the assistance, promotion or expansion of existing industry, trade or commerce in Walker County, Georgia (the “**County**”) desires that the Company modernize and re-equip its manufacturing facility known as Shaw Plant SI, a soft-surface backing manufacturing facility (the “**Facility**”) situated on a parcel of land owned by the Company in the County and located at 12454 N. Highway 27 (the “**Land**”), within the corporate limits of The City of Chickamauga (the “**City**”); and

WHEREAS, in order to induce the Company to modernize and re-equip the Facility, the Development Authority has offered the Company certain economic incentives, benefits and amenities; and

WHEREAS, the Company plans in good faith, in light of present economic, market and technological conditions, and conditioned upon implementation of the economic incentives, inducements and commitments described in Articles II, III and IV hereof (collectively sometimes referred to herein as the “**Incentive Package**”), to acquire and install certain equipment and related personal property at the Facility, and to convey such equipment for the purpose of modernizing the Facility for use by the Company as a facility for the manufacture of soft-surface backing or such other uses as may be permitted under applicable local zoning ordinances (collectively, the “**Project**”); and

WHEREAS, the Development Authority recognizes that the Project and the modernization and re-equipping of the Facility will confer a substantial benefit on the economies, job base and well-being of the State, the County and the City and their respective citizens; and

WHEREAS, accordingly, the Development Authority is entering into this Agreement and is offering the Incentive Package to induce the Company to undertake the Project, and the Sole Commissioner of the County (the “**County Commissioner**”), the Mayor and Council of the City, the Chickamauga City School District (the “**School District**”) and the Walker County Board of Assessors (collectively, the “**Acknowledging Parties**,” and together with the Development Authority, the “**Incentive Parties**”) are acknowledging this Agreement to reflect their agreement to the *ad valorem* tax treatment of the Project; and

WHEREAS, the Company is willing to incur costs and expenses in connection with commencement of the planning, development and execution of the Project in reliance upon the assurances and undertakings of the Development Authority and the Acknowledging Parties as set forth herein; and

WHEREAS, the parties hereto desire to enter into this Agreement for the purpose of memorializing the various economic incentives, benefits and amenities that comprise the Incentive Package, and to set forth the terms and conditions pursuant to which the economic incentives, benefits and amenities are offered to the Company.

NOW THEREFORE, for and in consideration of the foregoing premises, the mutual covenants and agreements herein, the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the parties hereto hereby agrees as follows:

ARTICLE I EQUIPMENT ACQUISITION; LEASE

Section 1.01. Acquisition of Project Equipment. The Development Authority hereby agrees, upon the written request of the Company from time to time, to acquire certain new trade fixtures, machinery, manufacturing equipment and other personal property from the Company (or if the Company so requests, directly from a vendor), such property being generally described on Exhibit A attached hereto and made a part hereof by this reference, and to be more specifically identified by the Company from time to time prior to or contemporaneously with the acquisition thereof by the Development Authority (collectively, the “**Project Equipment**”). All such Project Equipment shall be transferred by the Company to the Development Authority from time to time pursuant to one or more limited warranty bills of sale in form and substance satisfactory to the Company and the Development Authority. Except for the Project Equipment acquired by the Development Authority and leased to the Company as provided in Section 1.02 hereof, the Land, the portion of the Facility constituting real property or interests in real property, and equipment or other personal property not conveyed (and not to be conveyed) to the Development Authority, shall not constitute part of the Project, and the Development Authority shall have no ownership or other interest therein.

Section 1.02. Lease Agreement. The Development Authority agrees to accept title to the Project Equipment conveyed to it and to lease such Project Equipment to the Company pursuant to one or more lease agreements (as the same may be supplemented, amended, extended, restated or replaced from time to time, collectively referred to herein as the “**Lease**”) between the Development Authority, as lessor, and the Company, as lessee. The Lease shall contain the options and other provisions described on Exhibit B attached hereto and such additional terms and provisions as may be acceptable to the Development Authority and the Company.

Section 1.03. Project. The Development Authority hereby represents and warrants to the Company and the Acknowledging Parties that the Development Authority has found and determined, by resolution duly adopted, that the acquisition of the Project Equipment by the Development Authority and the leasing of the Project Equipment to the Company pursuant to the Lease, all as contemplated in this Agreement, (i) will constitute a “project” as defined in the Act, and (ii) develop, promote and expand for the public good and general welfare. industry, agriculture, commerce, natural resources, and vocational training within the territorial limits of the Development Authority, being the purposes for which the Development Authority was created, and that the carrying out of the Project is within the powers of the Development Authority under the Act.

Section 1.04. Security Interest. If the Company so requests, the Development Authority will pledge its interest in the Lease and the rentals, revenues and receipts due thereunder (other than Unassigned Rights) to any third party providing financing to the Company for all or part of the cost of acquiring the Project Equipment (the “**Lender**”), or any portion thereof, and the Development Authority shall grant a first priority security interest in any right, title and interest which it may hold in and to the Project Equipment to the Lender by a security agreement in form and substance satisfactory to the Development Authority and the Company, as the registered owner of the Series 2019 Bond (together with its successors and permitted assigns as registered owners of the Series 2019 Bond, the “**Bondholder**”), subject to the pledge thereof, and any security interest therein in or lien thereon, granted by the Development Authority in favor of the Bondholder or the trustee under any indenture pursuant to which the Series 2019 Bond may be issued.

Section 1.05. Appointment of Company as Agent. The Development Authority hereby makes, constitutes and appoints the Company as its true, lawful and exclusive agent for the purpose of the planning, acquisition, equipping and carrying out of the proposed Project and the Company, in accepting this proposal, hereby accepts such agency to act and do all things on behalf of the Development Authority and to perform all acts and agreements of the Development Authority in connection with the planning, acquisition, equipping and carrying out of the proposed Project. This appointment of the Company to act as agent and all authority hereby conferred are granted and conferred irrevocably until superseded by a similar appointment in the Lease, or until the termination of this Agreement as hereinafter provided.

Section 1.06. Limitation. Subject to the terms and conditions of the Lease upon execution and delivery thereof, it is expressly agreed that nothing contained in this Agreement shall be construed to contain any covenant of the Company, whether express or implied, to

continuously operate a business at the Facility. Subject to the terms and conditions of the Lease upon execution and delivery thereof, the Development Authority and the Acknowledging Parties recognize and agree that the Company may, at its sole discretion, and at any time during the term of this Agreement, cease business operations at the Facility. Notwithstanding any such cessation of business at the Facility, the provisions of Article III hereof will continue to apply, it being acknowledged and agreed that the Incentive Package is being granted to induce the Company to undertake the Project, and not in consideration of an agreement to continue the Project for any agreed length of time. The Development Authority and each of the Acknowledging Parties hereby waives any legal action for damage or for equitable relief available to it because of such cessation of business operations by the Company except as specifically set forth in this Agreement.

ARTICLE II BOND FINANCING

Section 2.01. Issuance of Series 2019 Bond. At the request of the Company, the Development Authority will issue its taxable revenue bond in the maximum principal amount of \$35,000,000 (the “**Series 2019 Bond**”) with respect to the Project for the purpose of paying or reimbursing all or a portion of the costs of (i) acquiring and installing the Project and (ii) issuing the Series 2019 Bond. The Series 2019 Bond will be issued as a “draw down” instrument under which installment payments are to be made by the purchaser or purchasers thereof when and as needed to pay the costs of the Project. The Company is hereby authorized to commence the planning, design, acquisition, installation and carrying out of the proposed Project in advance of the issuance of the Series 2019 Bond, and the Company shall be reimbursed for all expenditures made for such purposes from the proceeds of the Series 2019 Bond (up to the maximum amount of the Series 2019 Bond) when the same is issued and delivered.

Section 2.02. Terms of Series 2019 Bond. The terms of the Series 2019 Bond (maturity schedule, interest rate, denominations, redemption provisions, etc.) will be determined by resolution of the Development Authority and a bond purchase contract to be entered into among the Development Authority, the Company, as lessee under the Lease and the Company, as purchaser of the Series 2019 Bond.

Section 2.03. Trust Indenture; Security Agreement. At the request of the Company, the Development Authority shall enter into a trust indenture with a corporate trustee to be named by the Company or adopt a bond resolution, which sets forth the terms of the Series 2019 Bond and the security therefor. If a trust indenture is utilized, the Development Authority will pledge its interest in the Lease and the rentals, revenues and receipts due thereunder (except for certain unassigned rights) to said corporate trustee for the benefit of the Bondholder (or if no trust indenture is utilized, then directly to the Bondholder), and the terms of such trust indenture shall be agreed upon by the Development Authority, the Company and said corporate trustee. In addition, at the request of the Company, the Development Authority shall grant a first-priority security interest in and to its right, title and interest in and to the Project and all proceeds thereof, to said corporate trustee or directly to the holder of the Series 2019 Bond by a security agreement, assignment of leases and rents or any combination thereof

for the benefit of such bondholder. The Series 2019 Bond will be a limited obligation of the Development Authority, payable solely from revenues and property pledged to the payment of the Series 2019 Bond, and will not constitute indebtedness of the Development Authority, the City, the County or the State of Georgia. The PILOT Payments (as hereinafter defined) will *not* be pledged to the payment of the Series 2019 Bond.

Section 2.04. Appointment of Bond Counsel and Development Authority Counsel; Preparation of Documents. The parties hereto acknowledge and agree that Bryan Cave Leighton Paisner LLP, Atlanta, Georgia, shall serve as bond counsel (the “**Bond Counsel**”) and as counsel to the Company in connection with the issuance of the Series 2019 Bond. Bond Counsel shall prepare the Lease, the bond resolution, the trust indenture, if any, and any and all other documents with respect to the security for the Series 2019 Bond and the judicial validation thereof. The Development Authority shall retain J. Matthew Williamson, Esq., Lafayette, Georgia, as counsel to represent it in connection with the issuance of the Series 2019 Bond and the transactions described herein, which counsel is acceptable to the Company. Counsel to the Development Authority shall be required to give a standard legal opinion at the closing of the issuance and sale of the Series 2019 Bond which shall be in form and substance satisfactory to the Company and Bond Counsel.

ARTICLE III
TAX RELATED MATTERS AND PILOT PAYMENTS

Section 3.01. Ad Valorem Property Tax Exemption; PILOT Payments.

(a) The Development Authority hereby represents and warrants that under the provisions of the Act, the interest of the Development Authority in property owned by it is exempt from property taxation and agrees to hold title to any and all personal property which is included in the Project for the term of the Lease. The Company’s interest in the Project Equipment will be characterized as a “bailment for hire” pursuant to O.C.G.A. Section 10-6-1 and would also be exempt from taxation, with the effect that the Project Equipment would be completely exempt from *ad valorem* taxation.

(b) The Company anticipates that a portion of the Project Equipment will replace personal property of the Company which was located at the Facility as of January 1, 2018 (the personal property located at the Facility as of January 1, 2018 being referred to as the “**Existing Project Equipment**,” and the Project Equipment so replacing any Existing Project Equipment being referred to as the “**Replacement Project Equipment**,” subject to the limitations hereinafter set forth). Project Equipment, or any portion thereof, which is not treated as Replacement Project Equipment pursuant to this Article III is referred to herein as the “**Additional Project Equipment**”. For purposes of this Article III, the amount of Project Equipment installed at the Facility during any calendar year shall only be treated as Replacement Project Equipment to the extent of the depreciated amount of any Existing Project Equipment removed from the Facility during that calendar year, as reported on the Company’s personal property tax return filed with the Walker County Tax Commissioner (the “**Tax Commissioner**”) during the next succeeding calendar year (the “**Removed Project Equipment Amount**”). The amount of Project Equipment installed in any calendar year which exceeds the Removed Project Equipment Amount shall be deemed to constitute Additional Project Equipment. Once Project

Equipment is characterized as either Replacement Project Equipment or Additional Project Equipment (as the case may be), such Project Equipment shall retain such characterization for the remaining term of the Lease.

(c) (i) *Valuation Percentage Chart.* In consideration of the economic incentives proposed by the Authority, the Company agrees to make payments in lieu of taxes (“**PILOT Payments**”) to the Tax Commissioner for each calendar year during the term of the Lease, commencing in the first Lease Year that occurs under the Lease, based upon the applicable Valuation Percentages set forth in the chart below and calculated in the manner hereinafter set forth.

<u>1</u> Lease Year(s)	<u>2</u> Valuation Percentage (Replacement Project Equipment – School Portion only)	<u>3</u> Valuation Percentage (Replacement Project Equipment – County and City Portions only)	<u>4</u> Valuation Percentage (Additional Project Equipment)
1 through 3	100%	0%	0%
4	100%	20%	20%
5	100%	30%	30%
6	100%	45%	45%
7	100%	65%	65%
8	100%	85%	85%
9 and thereafter	100%	100%	100%

(ii) *Market Value and Assessed Value.* For purposes of this Article III, the fair market value of the applicable Project Equipment would be determined by the Walker County Board of Assessors (the “**Board of Assessors**”) in the same manner as if the Company owned the Project Equipment (the “**Market Value**”). The assessed value of the Project Equipment would be equal to 40% of Market Value (the “**Assessed Value**”).

(iii) *Replacement Project Equipment.* The annual PILOT Payments relating to Replacement Project Equipment would be equal to the sum of the following:

(A) an amount equal to (1) the Assessed Value of the Replacement Project Equipment, *multiplied by* (2) the applicable Valuation Percentage shown in **Column 2** of the chart above, *multiplied by* (3) the applicable millage rates used to determine taxes allocable to the School District; *plus*

(B) an amount equal to (1) the Assessed Value of the Replacement Project Equipment, *multiplied by* (2) the applicable Valuation Percentage shown in **Column 3** of the chart above, *multiplied by* (3) the applicable millage rates used to determine County and (if applicable) City taxes in the County.

References in this Agreement to City taxes (or to PILOT Payments benefiting the City) exclude any taxes (or PILOT Payments, as the case may be) allocable to the School District.

(iv) Additional Project Equipment. The annual PILOT Payments relating to Additional Project Equipment would be an amount equal to (1) the Assessed Value of the Additional Project Equipment, *multiplied by* (2) the applicable Valuation Percentage shown in **Column 4** of the chart above, *multiplied by* (3) the applicable millage rates used to determine County, School District and (if applicable) City taxes.

(v) Floor Amount. Notwithstanding anything to the contrary contained in this Agreement, in the event that (A) the sum of (1) the PILOT Payments payable for the benefit of the School District in any tax year (from and after 2020) during the term of the Lease pursuant to Section 3.01(c)(iii)(A) and paragraph 5(c)(iv), *plus* (2) the *ad valorem* taxes payable in such tax year (the “**Applicable Tax Year**”) for the benefit of the School District with respect to Existing Project Equipment located at the Facility as of January 1 of such tax year, is *less than* (B) the “Benchmark 2017 School Taxes,” as defined below (such difference being referred to herein as the “**School District Shortfall Amount**”), the Company agrees to make a supplemental PILOT Payment in the Applicable Tax Year equal to the School District Shortfall Amount. The term “**Benchmark 2017 School Taxes**,” as used herein, means the amount of *ad valorem* taxes that would have been payable in tax year 2017 for the benefit of the School District with respect to Company-owned equipment located at the Facility as of January 1, 2017 (the “**2017 Company Project Equipment**”), if such taxes were calculated by multiplying the Assessed Value of the 2017 Company Project Equipment for purposes of 2017 *ad valorem* taxes by the *lower of* (1) the millage rates used to calculate the portion of *ad valorem* taxes allocable to the School District for tax year 2017, and (2) the millage rates used to calculate the portion of *ad valorem* taxes allocable to the School District for the Applicable Tax Year.

(vi) PILOT Payment Beneficiaries. The portion of the PILOT Payments determined pursuant to Section 3.01(c)(iii)(A) above, as well as the supplemental PILOT Payment (if any) determined pursuant to Section 3.01(c)(v) above, will be for the sole benefit of the School District. The portion of the PILOT Payments determined pursuant to Section 3.01(c)(iii)(B) above will be for the benefit of the County and, to the extent City taxes would have been payable with respect to the Replacement Project Equipment if it had been owned by the Company for the calendar year in question, for the benefit of the City. The PILOT Payments determined pursuant to Section 3.01(c)(iv) will be for the benefit of the County, the School District and to the extent City taxes would have been payable with respect to the Additional Project Equipment if it had been owned by the Company for the calendar year in question, for the benefit of the City.

(vii) Board of Assessors Approval. By executing below, the County’s Board of Assessor’s approves the *ad valorem* tax incentives outlined in this Article III.

(c) For avoidance of doubt, and in order to preclude the possibility of the Company being required to pay the City portion, if any, of the PILOT Payments (“**City PILOT**

Payments”) in an amount which exceeds the City portion of *ad valorem* taxes that would have been assessed against the Company if the Project Equipment were owned by the Company rather than the Development Authority (“**City Taxes**”), it is agreed that notwithstanding anything to the contrary contained in this Article III, the City PILOT Payments with respect to Replacement Project Equipment and Additional Project Equipment, respectively, will not exceed the amount of the City Taxes that would have been assessed against such property for the tax year in question if the Company had owned such Project Equipment, after giving effect to any sales tax roll-back of (or credit against) City Taxes which has the effect of reducing or completely offsetting such City Taxes.

Section 3.02. Performance Standard. In consideration of the Development Authority providing the Incentive Package, and to avoid depriving the City and the County of all revenues associated with the Project, the Company agrees as follows:

(a) The Company will make a minimum aggregate capital investment in connection with the Project of at least \$35,000,000 on or before December 31, 2020 (the “**Compliance Testing Date**”), which will include not only the cost of acquiring and installing the Project Equipment (**the Performance Standard**”). Except for Project Equipment that becomes Substitute Project Equipment during the term of the Lease, only Project Equipment conveyed to the Development Authority on or prior to December 31, 2021 (as the same may be extended as hereinafter provided, the “**Scheduled Draw Termination Date**”) shall be entitled to the benefits of Section 3.01 of this Agreement. Notwithstanding the foregoing, in the event a *force majeure* delay or other extraordinary circumstance would prevent the Company from (i) meeting the Performance Standard by the Compliance Testing Date, or (ii) fully drawing down the Series 2019 Bond by the Scheduled Draw Termination Date, the Company may request that the Development Authority extend the Compliance Testing Date and/or the Scheduled Draw Termination Date, as the case may be. In the sole discretion of the Development Authority, the Compliance Testing Date and/or the Scheduled Draw Termination Date may be extended, provided that any such extension has a direct relationship to the impact of the *force majeure* event or other extraordinary circumstance.

(c) The Company will maintain documentation to evidence the amount of capital investment in Project and will, at the request of the Development Authority, provide documentation substantiating the extent of the Company’s compliance with its capital spending objectives.

Section 3.03. Non-Compliance with Performance Standard; Adjustment of Future Valuation Percentages. In the event the Company fails to achieve at least seventy percent (70%) compliance with the capital investment commitment described in Section 3.02(a) as of the Compliance Testing Date, the Valuation Percentages used to calculate PILOT Payments for future Lease Years would be increased to effectively reduce the future *ad valorem* tax abatement benefits on the Project Equipment by a percentage that is proportional to the percentage shortfall in compliance. For avoidance of doubt, no such shortfall would affect the PILOT Payments pursuant to Section 3.01(c)(iii)(A), and in no event will any increased PILOT Payments exceed 100% of the applicable *ad valorem* taxes that would have been payable if the Project Equipment had been owned by the Company. The Company agrees to submit a one-time compliance report

to the Development Authority and the Tax Commissioner no later than three (3) months after the Compliance Testing Date, setting forth the aggregate amount of capital investment in the Project made by the Company through the Compliance Testing Date, and calculating the applicable compliance percentage and any the percentage of any shortfall in such compliance. If the Company achieves at least seventy percent (70%) compliance as of the Compliance Testing Date, there will be no such increase in PILOT Payments and no corresponding reduction in *ad valorem* tax benefits to the Company.

Section 3.04. Compliance Reporting and Administrative Provisions.

(a) The Company shall file with the Development Authority and the Tax Commissioner, no later than April 1, 2021, a certificate setting forth (i) the actual amount of capital investment made by the Company in connection with the Project as of the Compliance Testing Date, (ii) a calculation of the percentage of compliance with the capital investment commitment (i.e., the aggregate amount of capital investment pursuant to Section 3.02(a), divided by \$35,000,000, expressed as a percentage), and (C) either a statement that such actual average compliance percentage equaled or exceeded seventy percent (70%), or if such is not the case, the adjusted Valuation Percentages to be applicable in Lease Years from and after 2021, throughout the remaining term of the Lease, in order to give effect to the provisions of Section 3.03 hereof.

(b) For purposes of determining the amount of PILOT Payments required to be made pursuant to this Agreement, the Project Equipment shall annually be depreciated by the Board of Assessors in the manner most favorable to the Company, according to the set of depreciation factors furnished to the Board of Assessors by the Georgia Department of Revenue as they may be adopted and utilized in the assessment of property in the County, as the same may be adjusted periodically, during the term of this Agreement.

(c) The Company shall make all PILOT Payments required by this Agreement to the Tax Commissioner, for the benefit of the Taxing Authorities, at 122 GA-95, Rock Spring, Georgia 30739 (as such address may be changed from time to time by written notice thereof from the County to the Company) on or prior to *the later of* (i) the date *ad valorem* taxes on the Facility are due and payable under applicable law, and (ii) the sixtieth (60th) day after the County shall have provided the Company with the valuation of the Project Equipment as of the relevant January 1. For the purposes hereof, the term “**Taxing Authorities**” shall mean the County, the City and the Walker County Board of Education.

(d) All real property constituting part of the Facility, and all personal property owned by the Company which is not transferred to the Development Authority and leased to the Company under the Lease, will be subject to *ad valorem* taxation as provided by law, and shall not be entitled to the benefits of Section 3.01 hereof.

(e) The Company may, at its own expense and in its own name (and, with respect to the Project Equipment, in the name and behalf of the Development Authority) and in good faith, contest any such taxes, assessments, and other charges, and the valuation of the Project Equipment for PILOT Payment purposes, and, in the event of any such contest, may

permit the taxes, assessments, PILOT Payments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom, but only so long as neither the Project Equipment nor any part thereof will be subject to imminent loss or forfeiture by reason of such nonpayment; provided, that no such contest may be made in the name of the Development Authority unless (i) it is necessary to protect or assert the rights or interests of the Company; and (ii) the Company has received concurrence of such necessity from the Development Authority in writing.

Section 3.05. “Freeport” Inventory Tax Exemption. The Development Authority hereby represents and warrants that the County Commissioner and the voters of the County, as well as the City’s Mayor and Council and the voters of the City, have approved the granting of a “freeport” property taxation exemption applicable to (i) raw materials and goods in the process of manufacture, (ii) finished goods produced in Georgia manufactured within the previous twelve (12) months and (iii) finished goods stored in Georgia within the previous twelve (12) months and destined for shipment out of state, that the County has established such exemption at the level of 100% in accordance with the provisions of O.C.G.A. Section 48-5-48.2, and that said “freeport” inventory property tax exemption has no time limit. The Development Authority agrees that the Company will be entitled to such “freeport” inventory property tax exemption throughout the term of the Lease.

ARTICLE IV OTHER INCENTIVES

Section 4.01. Permits. The Development Authority hereby agrees to cooperate with and to use its best efforts to assist the Company in order to obtain in a timely fashion all permits, licenses, variances, special use permits, site plan and other approvals that the Development Authority, the County, the City or the Company deem to be necessary or desirable in connection with the execution of the Project and the operation of the Facility, including, without limitation, any such permits pertaining to buildings or other improvements, occupancy, signage, curb cuts, driveways (including ingress and egress to public thoroughfares), parking, environmental controls and equipment (herein collectively referred to as the “**Permits**”).

ARTICLE V MISCELLANEOUS

Section 5.01. Authorization of this Agreement. The Development Authority represents and warrants to the Company that all necessary authorizations, approvals or consents required in order to permit the Development Authority to make and fulfill its commitments contained this Agreement, that such authorizations, approvals or consents have been validly and duly obtained, and that all required filings associated therewith have been validly and duly made in accordance with applicable law. The Development Authority agrees to provide to the Company, upon its written request, copies of all resolutions, ordinances or other proceedings and any and all agreements, letters or other documents adopted or entered into by such Incentive Party in order to evidence its approval of this Agreement and its willingness to undertake its covenants and agreements set forth herein.

Section 5.02. Notices. All communications and notices expressly provided for herein shall be sufficient for every purpose hereunder if in writing and either (a) delivered personally to the party or, if such party is not an individual, to an officer or other legal representative of the party to whom the same is directed, or (b) mailed by registered or certified mail, return receipt requested, postage prepaid, or (c) sent via nationally recognized overnight courier for next Business Day delivery, as follows:

If to the Company:

Shaw Industries Group, Inc.
1019 Riverbend Drive
Dalton, Georgia 30721
Attn: Real Estate Manager

if sent by U.S. Mail:

Shaw Industries Group, Inc.
Post Office Drawer 2128
Dalton, Georgia 30722-2128
Attn: Real Estate Manager

with a copy to:

Shaw Industries Group, Inc.
616 E. Walnut Avenue
Dalton, Georgia 30721
Attn: Chief Counsel; or

if sent by U.S. Mail:

Shaw Industries Group, Inc.
Post Office Drawer 2128
Dalton, Georgia 30722-2128
Attn: Chief Counsel; and

In each case with a copy to:

Bryan Cave Leighton Paisner LLP
One Atlantic Center, Fourteenth Floor
1201 W. Peachtree Street NW
Atlanta, Georgia 30309
Attn: Robert C. Lewinson, Esq.

If to the Development
Authority:

Walker County Development Authority
101 South Duke Street
LaFayette, Georgia 30728-3601
Attn.: Executive Director

if sent by U.S. Mail:

Walker County Development Authority
P.O. Box 445
LaFayette, Georgia 30728 - 0445
Attn.: Executive Director

with a copy to:

J. Matthew Williamson, Esq.
109 E. Patton Avenue
LaFayette, Georgia 30728-0549

Section 5.03. Further Assurances. The Development Authority agrees to do all things and take all actions required, consistent with this Agreement and in coordination with the Company, to facilitate the acquisition, installation and carrying out of the Project, and the provision and satisfaction of the economic incentives, inducements and commitments described in this Agreement; including, without limitation, the obtaining, making, negotiation, execution and delivery of all agreements, filings, consents, authorizations, approvals, permits, licenses or deeds necessary or desirable in connection therewith.

Section 5.04. Binding Effect. The contractual commitments provided for in this Agreement and made by the parties hereto shall be deemed to continue into the future, survive and remain binding upon future elected and appointed officials to the full extent permitted under applicable law.

Section 5.05. Fees and Expenses. The Development Authority hereby waives its right to receive any fee otherwise payable to the Development Authority in connection with the execution, delivery and performance of this Agreement, except as provided in paragraph 12 of Exhibit B hereto. Each party shall pay its own legal fees and expenses incurred in connection with the negotiation, preparation, execution, delivery and administration of this Agreement, except that the Company agrees to pay or reimburse all reasonable and documented out-of-pocket expenses incurred by the Development Authority's counsel in connection with the closing of the transactions contemplated herein, including but not limited to the costs of validating the Series 2019 Bond. The legal fees incurred by the Development Authority in connection with such closing shall be paid by the Development Authority, and the Company shall have no responsibility therefor.

Section 5.06. Representations and Warranties. Each of the Company and the Development Authority represents and warrants to the other that its execution and delivery of this Agreement and the performance of its obligations hereunder has been duly authorized by all necessary corporate or, in the case of the Development Authority, governmental, action.

Section 5.07. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall be deemed one and the same instrument.

Section 5.08. No Personal Liability. It is understood and agreed that no present or future member, director, commissioner, officer or employee of the Development Authority shall be liable hereunder or under the Lease or any other agreement executed in connection herewith.

Section 5.09. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Georgia.

Section 5.10. Amendments. This Agreement may only be amended in a writing executed by all of the parties hereto.

Section 5.11. Assignment. This Agreement may not be assigned by any of the parties hereto without the prior written consent of the others, except that the Company may assign its interest herein to any affiliate of the Company or to the Company's successors-in-interest (whether by merger, consolidation or otherwise) without the consent of the Development Authority, subject to any applicable provisions of the Lease.

Section 5.12. Confidentiality. All confidential information acquired by the Incentive Parties relating to the Company and the Project shall be held in confidence by each such Incentive Party, subject to its legal obligations as a public body, including, without limitation O.C.G.A. Section 15-18-70, *et seq.* and Section 50-14-1, *et seq.*

Section 5.13. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and permitted assigns.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal through their respective duly authorized representatives as of the date first above written.

**WALKER COUNTY DEVELOPMENT
AUTHORITY**

By: _____

Name: _____

Title: Chairman

[SEAL]

Attest: _____

Name: _____

Title: Secretary

[SIGNATURES CONTINUED ON THE FOLLOWING PAGE]

SHAW INDUSTRIES GROUP, INC.

By: _____

Name: Kenneth G. Jackson

Title: Executive Vice President, Chief
Financial Officer and Treasurer

[SEAL]

Attest: _____

Name: Frederick L. Hooper, III

Title: Chief Counsel and Assistant Secretary

[ACKNOWLEDGMENTS BEGIN ON THE FOLLOWING PAGE]

Acknowledged and agreed, solely
for purposes of Article III hereof:

WALKER COUNTY, GEORGIA

By: _____
Name: _____
Title: Sole Commissioner

Attest: _____
Name: _____
Title: County Clerk

[SEAL]

Form approved:

By: _____
County Attorney

[ACKNOWLEDGMENTS CONTINUED ON THE FOLLOWING PAGES]

Acknowledged and agreed, solely
for purposes of Article III hereof:

THE CITY OF CHICKAMAUGA

By: _____
Name: _____
Title: Mayor

Attest: _____
Name: _____
Title: [City Clerk]

[SEAL]

Form approved:

By: _____
City Attorney

[ACKNOWLEDGMENTS CONTINUED ON THE FOLLOWING PAGES]

Acknowledged and agreed, solely
for purposes of Article III hereof:

CHICKAMAUGA CITY SCHOOL DISTRICT

By: _____
Name: _____
Title: _____

Attest: _____
Name: _____
Title: _____

[SEAL]

Form approved:

By: _____
Attorney for School District

[ACKNOWLEDGMENTS CONTINUED ON THE FOLLOWING PAGE]

Acknowledged and agreed, solely
for purposes of Article III hereof:

WALKER COUNTY BOARD OF ASSESSORS

By: _____
Name: _____
Title: _____

Attest: _____
Name: _____
Title: _____

[SEAL]

Form approved:

By: _____
Attorney for Board of Assessors

12098987

EXHIBIT A

DESCRIPTION OF EQUIPMENT

All "equipment" (as defined in Article 9 of the Uniform Commercial Code as in effect from time to time in the State of Georgia) and related personal property now or hereafter acquired by the Company and installed or located at the Facility for use in the Company's business operations there, that the Company conveys to the Development Authority pursuant to this Agreement, for lease back to the Company pursuant to the Lease, and all substitutions therefor and renewals and replacements thereof pursuant to the Lease. Project Equipment shall not constitute fixtures.

EXHIBIT B

DESCRIPTION OF LEASE AGREEMENT

The Lease between the Development Authority and the Company shall include the following general provisions:

1. Term. The Lease will commence as of its date of execution and delivery, and expire on (a) December 1, 2028 (the “**Lease Term**”), or (b) upon earlier termination as provided therein. The term “Lease Year” will be determined separately for Project Equipment installed at the Facility during any calendar year, such that the first “Lease Year” for any particular Project Equipment (other than Project Equipment substituted for previously acquired and installed Project Equipment; “**Substitute Project Equipment**”) will commence January 1 of the first calendar year after the calendar year in which such Project Equipment has been (i) installed at the Facility, (ii) conveyed to the Development Authority and (iii) leased back to the Company pursuant to the Lease; provided, however, that the term of the Lease will in all events expire as provided in the first sentence of this paragraph, regardless of whether the PILOT Payment schedule for any particular Project Equipment shall have run its full course. The Company will use its best efforts to complete the Project no later than December 31, 2020. Project Equipment so acquired by the Development Authority and installed in the Facility in any calendar year subsequent to 2019 shall be the subject of either a supplement or amendment to the Lease or, if requested by either the Development Authority or the Company, a separate lease between the Development Authority and the Company having substantially identical terms as described herein.

2. Rent. The amounts payable under the Lease as rent will be the equal to debt service on the amount of any financial obligations (including debt service on the Series 2019 Bond), incurred by the Development Authority as lessor under the Lease to acquire, install and carry out the Project (the “**Financial Obligations**”). Such rent shall be due and payable at such times and in such amounts as may be necessary in order to enable the Development Authority to pay the Financial Obligations as and when due. The obligation of the Company to make all payments required under the Lease shall be absolute and unconditional.

3. Net Lease. The Lease shall be deemed a “net lease” and the Company will pay all customary assessments or utility charges which may be lawfully levied, assessed or charged upon the Company or the Facility or the payments derived from the Lease if failure to pay would result in a lien or charge upon the Project Equipment or the revenues of the Development Authority therefrom.

4. Maintenance; Repair; Modifications. The Company shall agree to keep the Project Equipment in reasonably safe condition as its operations shall permit and to keep the Project Equipment in good repair and in good operating condition as is consistent with its normal operating policies, ordinary wear and tear excepted. The Company shall be permitted to make additions, modifications and improvements to the Project Equipment so long as the Project

Equipment shall continue to be a project which may be financed by the Development Authority under applicable law.

5. Project Equipment. The Company shall be permitted in its sole discretion to replace, substitute, dispose of or transfer obsolete, worn-out, unsuitable or unwanted machinery, equipment and related personal property included in the Project. At the request of the Company, the Development Authority shall execute and deliver any and all bills of sale, releases or other documents which may be required in connection with any such replacement, substitution, disposition or transfer. Insofar as it is reasonably practicable to do so, all Project Equipment comprising part of the Project shall be marked or otherwise be capable of identification as being owned by the Development Authority, so as to distinguish it from property at the Facility owned by the Company or any third party.

6. Insurance. The Company shall keep the Project Equipment insured against loss, damage or perils, and will carry public liability insurance covering personal injury, death or property damage with respect to the Project Equipment, consistent with its normal operating policies, but the Company may at any time elect to be self-insured.

7. Compliance with Laws. The Company will agree to endeavor to maintain the Project Equipment in accordance with all applicable federal, state, county and municipal laws, ordinances, rules and regulations, including, without limitation, all environmental laws; provided, however, the Company shall be permitted to contest in good faith, at its expense and in its name or in the name of the Development Authority, the validity or application of any such laws, ordinances, rules or regulations.

8. Limited Obligations of the Development Authority. The Lease shall provide that in the performance of the agreements contained therein on the part of the Development Authority, any obligation it may incur for the payment of money shall not be a general debt on its part or of the City, the County or the State of Georgia, but shall be payable solely from the payments received under the Lease or from bond proceeds and, under certain circumstances, insurance proceeds and condemnation awards. The PILOT Payments will *not* be pledged as security for the payment of the Bonds.

9. Rights of Access. Representatives and agents of the Development Authority will be given such rights of access to the Land and the Facility, upon five (5) Business Days' prior notice to the Company, as may be necessary for the Development Authority to exercise its rights and responsibilities with respect to the Project Equipment under the Lease, subject to complying with the Company's safety rules and subject to the further condition that any disruption to the Company's operations at the Facility be kept to a minimum.

10. Indemnification. The Lease shall contain agreements providing for the indemnification of the Development Authority and the individual directors, officers, agents and employees thereof for all expenses incurred by them and for any claim of loss suffered or damage to property or any injury or death by any person incurred in connection with the planning, design, acquisition, equipping, installation, financing and carrying out of the Project or the operation of the Facility, including but not limited to violations of state or federal

environmental laws, except any loss resulting from the negligence, willful misconduct or bad faith of such indemnified parties.

11. Purchase Option. The Company shall have the option, exercisable at any time and from time to time, to purchase the Project Equipment or any portion thereof from the Development Authority, for a purchase price equal to the sum of (a) \$10.00, plus (b) the amount of the Financial Obligations (if any) required to be prepaid or repaid by the Development Authority in connection with such purchase. Before the last Project Equipment is so purchased by the Company, the Company shall have paid (or caused the same to have been paid) as the purchase price thereof the sum of (i) \$10.00, plus (ii) the amount of all Financial Obligations (if any) of the Development Authority then outstanding. The Lease shall obligate the Company to purchase the Project Equipment from the Development Authority, and the Development Authority to sell the Project Equipment to the Company, for the repurchase price specified in the immediately preceding sentence at the expiration of the Lease Term, which reconveyance shall be made free and clear of liens, encumbrances and security interests by limited warranty bill of sale. Payment of the portion of the option exercise price described in clause (b) above may be made by redeeming a corresponding amount of the Series 2019 Bond or, in connection with purchasing the Project in its entirety, by surrendering the Series 2019 Bond for cancellation.

12. Development Authority's Administrative Fee. In consideration of the economic incentives being provided by the Development Authority, the Company will agree to pay an administrative fee to the Development Authority, upon closing of the Series 2019 Bond transaction, in an amount equal to one-eighth of one percent ($1/8^{\text{th}}$ of 1%) of the maximum principal amount of the Series 2019 Bond.

RESOLUTION R-016-19

**A RESOLUTION OF THE SOLE COMMISSIONER OF WALKER COUNTY TO
DECLARE PROPERTY OF THE WALKER COUNTY SHERIFF'S OFFICE
UNSERVICEABLE SURPLUS AND REMOVE FROM THE COUNTY INVENTORY**

WHEREAS, O.C.G.A. § 36-9-2 provides that the county governing authority shall have the control of all property belonging to the county and may, by order entered on its minutes, direct the disposal of any real property which may lawfully be disposed of and make and execute good and sufficient title thereof on behalf of the county; and

WHEREAS, the Sheriff has requested the property listed on Exhibit A be deemed unserviceable surplus and further requests that the property be removed from the County inventory;

THEREFORE, BE IT RESOLVED by the Sole Commissioner of Walker County, Georgia that the property listed in Exhibit A attached hereto, and made a part hereof, be hereby declared unserviceable and destroyed forthwith.

SO RESOLVED AND ADOPTED this 25th day of July, 2019.

ATTEST:

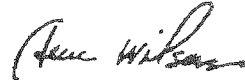
WALKER COUNTY, GEORGIA

REBECCA WOODEN
County Clerk

SHANNON K. WHITFIELD
Walker County Sole Commissioner

Exhibit A

TO : WALKER COUNTY COMMISSIONER
FROM : SHERIFF STEVE WILSON
DATE : JULY 19, 2019
SUBJECT : SURPLUS EQUIPMENT



Please declare the following equipment unserviceable surplus and remove from the county inventory:

Samsung Galaxy S-8 cell phone
Model #SM-G95OU

IME # 3590 3208 1942 559
Serial # R38K60P8ZXA

cc: Inventory File
Commissioner's Office File



BY THE SOLE COMMISSIONER OF WALKER COUNTY, GEORGIA
A PROCLAMATION
PARENTS' DAY

- WHEREAS:** Parents play an important role in raising the leaders of tomorrow through encouragement, socialization and discipline; and
- WHEREAS:** Parents are essential to a child's healthy development in that they show warmth and sensitivity, establish household rules and routines and support the health and safety of their children, according to the Centers for Disease Control and Prevention; and
- WHEREAS:** The U.S. Department of Health and Human Services stresses the importance of interactive time spent between a parent and child as a primary building block to foster communication, provide positive reinforcement, role model, teach social skills and to bond; and
- WHEREAS:** Countless studies show students with involved parents tend to earn higher grades, have better social skills and are more likely to graduate and go on to post-secondary education; and
- WHEREAS:** In 1994, seeing the statistics regarding single parent homes in the United States, President Bill Clinton signed into law an uncontested resolution that establishes the fourth Sunday in July as "Parents' Day" as a way to recognize, uplift and support the role parents play in raising their children;
- THEREFORE:** I, Shannon K. Whitfield, Sole Commissioner of Walker County, Georgia, do hereby proclaim July 28, 2019 as PARENTS' DAY in Walker County, Georgia and encourage all of our citizens to recognize and celebrate parents and their ongoing contributions to the success and vitality of our community in raising prospective leaders.

Signed and sealed this 25th day of July in the year 2019.

Shannon K. Whitfield, Sole Commissioner
Walker County, Georgia