

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**

- **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 Approve the Payoff 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.**

**Regular Scheduled Board of Commissioners Meeting**

**Walker County Annex III**

**May 23, 2024**

**6:30 PM**

**Roll Call**

**Present/Absent**

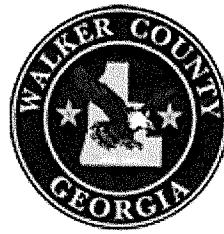
Commissioner Blakemore Present

Commissioner Askew Present

Chairman Whitfield Present

Commissioner Hart Present

Commissioner Stultz Present



## Sign In Sheet

## Regular Scheduled Board of Commissioners Meeting

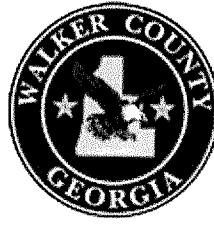
May 23, 2024

**6:30 PM**

Name

### Address

Ricky Argiis	
Joseph Smallan	
Kimberly Ballard	255 Windy Meadow Dr. - Lafayette
John Lupperton	1133 Brotheron Lane Chick
Pawie Guy	Lansfield
M. Healey	Chickamauga
Reva Lashua	
Kathy Eubanks	Chickamauga
Michelle Marsh	Chickamauga
Jim Pope	Villanova
Paul Loring	Lafayette
Lily Parker	Hixson
Daniel P. Beyer	Lafayette
Scott McNeely	Rossville
Hamilton Brumel	Chattanooga
Laura Owsley	Lafayette
Cory Owsley	"
Lindsey Gorman	1412 Kelly St Rossville
Ryan Gorman	1412 Kelly St Rossville
Markie	Lafayette
Gene Klesay	FUNITSONIC
Bobby N. Sneed	Road Dept
Carl Bone	Road



**Walker County Governmental Authority**

**101 South Duke Street, P.O. Box 445**

**LaFayette, GA 30728**

**706-638-1437**

**Minutes of the Regular Meeting**

**May 23, 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 May 23, 2024.

**II. Attendees:**

The following were present: Chairman Whitfield, Commissioner Robert Blakemore, Commissioner Mark Askew, Commissioner Brian Hart, Commissioner Robert Stultz, Legal and Policy Director David Gottlieb, Communications Specialist Dakiya Porter 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:**

Commissioner Hart made a motion to approve the agenda, seconded by Commissioner Blakemore, 4 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 9, 2024 at 6:30 p.m., seconded by Commissioner Stultz, 4 ayes and 0 nays, motion was approved.

**V. Public Hearing:**

- I. Chairman Whitfield asked if anyone would like to speak on the rezone request from Wendell Allan Barnes II from R-2 to C-1 for property located at 7001 N. Hwy 27, Rock Spring, GA 30739, tax map and parcel number 0-328-1-011. No one came forward to speak.
- II. Chairman Whitfield asked if anyone would like to speak on the rezone request from Happy Valley BC LLC from I to C-1 for property located at 0 Happy Valley Road, Rossville, GA 30741, tax map and parcel number 0-136-017A. No one came forward to speak.
- III. Chairman Whitfield asked if anyone would like to speak on the rezone request from Daniel Beyer and Ralph Paul Leming from C-1 to R-2 for property located at 3450 N. Hwy 27, LaFayette, GA 30728, tax map and parcel number 0-322-4-002. No one came forward to speak.

**VI. Ceremonial:**

- I. Chairman Whitfield presented the Proclamation for Historic Preservation Month to members of the Historic Preservation Commission. John Culpepper, Chairman of the Historic Preservation Commission, thanked the Board for the proclamation. He said they are working to help preserve, promote and enhance historic property in Walker County.

**VII. Public Comment:**

- I. Melissa Hulsey said she obtained a letter between Walker County and the City of Rossville for property on Ellis Road, a ballpark, and Williams Drive, a gym, through an open records request. She quoted the letter from 2008 where the Sole Commissioner agreed to pay the utilities at the Ellis Road location, owned by the City of Rossville, so they could hire a full time employee to manage both recreational locations. She said the utilities for the Ellis Road location is about \$28,000.00 per year. She added there is not currently an athletic director that is paid by the city so there is no need for the county to continue to pay the utilities. She added the City of Chickamauga and LaFayette recreations do not have their utilities paid by the county. She asked the Board to stop paying the utilities for the Ellis Road location and ask to be reimbursed from the date the city no longer had an athletic director. She said she submitted an open record request for all expenses for the Williams Drive location. She said she was told expenses were not tracked by location. She said there have been many improvements to the building such as the capital expense of a new HVAC unit. She said per GAAP accounting standards expenses should be detailed per location. She said she is aware of one full time employee working on the property which would also be an expense of the location. She asked the Board to look into her request and provide the requested information.
- II. Gary Williams said the revised minutes from April 11, 2024 are still not accurate. He said they do not reflect Commissioner Hart's asking the Chair if \$260,000.00 will be enough to cover the walking trail project at the Civic Center, Chairman Whitfield's comments that he was still looking into the costs of the walking trial to see if the funds would cover the project, or Commissioner

Askew's comments about looking into the usage data for the walking trail. He said he does not think hundreds of thousands of dollars should be spent on a walking trail. He said we are adding to the national debt by spending money on something that is not a need of the county. He said the Board needs to concentrate on the needs not wants of the citizens. He said the Rossville splash pad is also a project that is not a need. He asked if Gilley Lane in District 4 will be extended or widened with any type of public money because it does not need to be repaved. He also said he hoped each member of the Board understands every aspect of the grants they are approving.

- III. Lindsey Gorman said she is trying to start Bestfriends and Hens, a nonprofit animal rescue in Rossville. She said they have a foster contract but have been cited by animal control multiple times. She said she has spent countless dollars trying to get everything done that has been asked of her to obtain her licenses. She said she feels that the Department of Agriculture and animal control have delayed her licenses being issued. She gave details of some of her encounters with animal control. She said the animal control officers need to be properly trained and asked the Board to look into training.
- IV. Ryan Gorman said animal control and the Department of Agriculture are not acting in the best interest of his family. He said they are a foster based rescue that works with other rescues in the county. He said they want to help with the dog overpopulation. He said animal control has removed animals from their care and he would like them to be given back. He said their next move is legal action if they cannot get their kennel license. He added the report they received from animal control was not accurate and he would like these issues to be looked into.
- V. Tony Disanto said he purchased property on Vulcan Drive about a year ago. He said the road is scheduled to be paved this year. He said the four residents on the road are all in agreement that they do not want the road to be paved. He said they want to keep the rural characteristics of the property and they are happy with the gravel road. He said they are worried about chemicals running into the creek and other environmental factors. He asked the Board to look into other options such as only graveling the road. He said the property owners are willing to maintain the road themselves. Commissioner Askew said he will look into this issue.
- VI. Ed Yates commended the Board for their job. He quoted a speech to Congress by David Crockett. He said the Board has a huge fiduciary responsibility to the citizens. He said there have been many issues brought up tonight and he wants to see the Board be accountable for their fiduciary responsibility.

### VIII. Unfinished Business:

- I. Commissioner Askew made a motion to table the minutes for the regular scheduled meeting held on April 11, 2024 at 6:30 p.m. for revisions to be properly corrected, seconded by Commissioner Stultz, 4 ayes and 0 nays, motion carried.
- II. Chairman Whitfield presented the variance request from Roy and Kimberly Ballard to divide off less than five acres in an A-1 zone for property located at 255 Windy Meadow Drive, LaFayette, GA 30728, tax map and parcel number 0-515-1-020C. Commissioner Hart said this request is very similar to a previous request on Old LaFayette Road. He asked Planning and Zoning Director Jon Pursley to look into rezoning the surrounding property. Commissioner Hart made a motion to approve, seconded by Commissioner Blakemore, 4 ayes and 0 nays, motion carried.

### IX. New Business:

- I. Chairman Whitfield read Resolution R-019-24 to award a contract for courthouse renovations. He said there were three RFPs submitted. Commissioner Askew asked the building inspector to present the information request for the proposals. Building Inspector Jon Pursley said one of the proposals was significantly different because it was quoted for eight brick angles when they were asked to quote one. Commissioner Askew said there have been many people who have worked very hard on getting this RFP out. He said after reviewing the bids, he feels comfortable awarding the contract to the lowest bidder. Chairman Whitfield presented the bids from Metro Waterproofing, Buckeye Construction, and Masonry Specialist Corporation. Commissioner Hart said they added the front step repairs and the walkway repair to the first RFP. Commissioner Hart made a motion to accept the bid from Masonry Specialist Corporation, seconded by Commissioner Askew, 4 ayes and 0 nays, motion carried.
- II. Chairman Whitfield presented the rezone request from Wendell Allan Barnes II from R-2 to C-1 for property located at 7001 N. Hwy 27, Rock Spring, GA 30739, tax map and parcel number 0-328-1-011. Planning and Zoning Director Jon Pursley said the Planning Commission recommended to approve with the conditions that the existing vegetative buffer remain against any residential property line. Commissioner Hart made a motion to approve with the Planning Commission's conditions, seconded by Commissioner Stultz, 4 ayes and 0 nays, motion carried.
- III. Chairman Whitfield presented the rezone request from Happy Valley BC LLC from I to C-1 for property located at 0 Happy Valley Road, Rossville, GA 30741, tax map and parcel number 0-136-017A. Planning and Zoning Director Jon Pursley presented the Board with handouts of plans and future goals of the property owners. He said the Planning Commission recommended approval. Commissioner Blakemore made a motion to approve, seconded by Commissioner Hart, 4 ayes and 0 nays, motion carried.
- IV. Chairman Whitfield presented the rezone request from Daniel Beyer and Ralph Paul Leming from C-1 to R-2 for property located at 3450 N. Hwy 27, LaFayette, GA 30728, tax map and parcel number 0-322-4-002. Planning and Zoning Director Jon Pursley said the owner is wanting to rezone the property in order to be able to sell the property. He said the Planning Commission

recommended approval. Commissioner Hart made a motion to approve, seconded by Commissioner Stultz, 4 ayes and 0 nays, motion carried.

**X. Commissioner Comments:**

- I. Commissioner Blakemore thanked everyone for coming out and participating. He encouraged citizens to reach out with any comments, concerns, or questions.
- II. Commissioner Askew congratulated all of the graduates in the county. He said Memorial Day is a time to thank the men and women who have paid the ultimate sacrifice to make this the greatest country to live in. He added the Board works very hard to try to make the right decisions for everyone in the county. He assured everyone he would look into the concerns brought forward and will come back with comments.
- III. Commissioner Hart gave details for the Farmers Market, Honeybee Festival, and the FY2025 Budget Work Session and encouraged everyone to come out.
- I. Commissioner Stultz wished everyone a safe Memorial Day weekend. He thanked all of the county employees for their dedication and hard work. He also thanked the Republican Party for their work in the county especially during elections. He suggested they look into a vetting process on all candidates running for official positions. He thanked everyone for coming out tonight.
- II. Chairman Whitfield said the Bestfriends and Hens licensing approval has to be obtained through Georgia Department of Agriculture which is a state agency the county has no oversight with. He said he will look into the other concerns brought forward. He said he will work with the Public Works Director on the paving of Vulcan Road. He said if everyone is in agreement, the county could abandon the road after the proper steps have been taken. He wished everyone a safe Memorial Day weekend. He added he is glad to live in the greatest country where we are free to have elections. He said he has been in contact with the incoming Chair, Angie Teems. He said she was not present tonight due to her daughter having senior class night. He said he and Mrs. Teems have had great conversations the last week and they are both committed to a smooth transfer.

**XI. Executive Session:**

- I. Chairman Whitfield made a motion to go into executive session for litigation and real estate, seconded by Commissioner Stultz, 4 ayes and 0 nays, motion carried. The Executive Session began at 7:36 PM. Chairman Whitfield called the regular meeting back to order at 8:00 PM with no action to be taken from the Executive Session.

**XII. Adjournment:**

- I. Commissioner Hart made a motion to adjourn the meeting, Commissioner Askew seconded the motion. Motion carried and the meeting was adjourned at 8:01 PM.

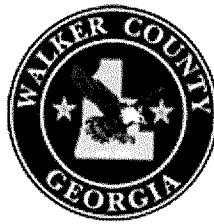
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Shannon K. Whitfield  
Chairman/CEO  
Walker County Georgia

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Date

Minutes prepared by: Walker County Board Clerk, Whitney Summey



**Walker County Governmental Authority**

**101 South Duke Street, P.O. Box 445**

**LaFayette, GA 30728**

**706-638-1437**

**Minutes of the Regular Meeting**

**April 11, 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 April 11, 2024.

**II. Attendees:**

The following were present: Chairman Whitfield, Commissioner Robert Blakemore, Commissioner Mark Askew, Commissioner Brian Hart, Commissioner Robert Stultz, Legal and Policy Director David Gottlieb, Communications Specialist Dakiya Porter 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 add a purchase order from Stowers Cat for a 100kw D1 diesel generator for the 911 center, seconded by Commissioner Blakemore, 4 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 March 28, 2024 at 6:30 p.m., seconded by Commissioner Stultz, 4 ayes and 0 nays, motion was approved.

**V. Ceremonial:**

- I. Chairman Whitfield presented a Proclamation to recognize April as Sexual Assault Awareness month. Kristy Lawson from the Sexual Assault Victims Advocacy Center thanked the Board and gave an overview of their services.
- II. Chairman Whitfield presented a Proclamation to recognize May 8, 2024 as Senior Citizens Day. Don Stultz said his father and many local businessmen started Senior Citizens Day many years ago and he was honored to accept the proclamation and help continue this event. He invited everyone to come out to the Civic Center and enjoy the event.

**VI. Public Comment:**

- I. Jim Pope asked County Attorney David Gottlieb about the governing authority of the Board and how wording could be changed in the enabling act to limit the Board's ability to institute a County Manager. David Gottlieb said it could be changed but he would have to discuss with the Board and legislation to see what is permissible.
- II. Gary Williams expressed concern about matching funds for the grant applications in R-014-24, as well as R-046-23. He stated R-046-23 was approved with 30% matching funds, but the agenda packet on the county website listed it as a 20% match. He is opposed to applying for a grant to revamp the walking trail at the Civic Center and fears it will lead to more money being spent and more taxes and fees in the county.
- III. Laura Owsley asked questions about the recent audit. She asked if the Chairman oversees the SPLOST account. She asked about SPLOST funds being in the general fund account. CFO Greg McConnell explained there was an overspending of SPLOST funds back in 2008 and these funds are in the general fund account. He said it is a large interest bearing account and the money is planned to be spent soon. Mrs. Owsley asked about tax abatements specifically with McLemore. Chairman Whitfield said there are none currently. Mrs. Owsley asked about the land purchase at the Industrial Park by the Walker County Development Authority. She asked about the conduit debt and if the WCDA was responsible for the bonds. Chairman Whitfield said the county is the bond holder, but is not responsible for any funds.

**VII. New Business:**

- I. Chairman Whitfield read Resolution R-013-24 to award a road paving contract for 2024. Commissioner Blakemore made a motion to approve, seconded by Commissioner Askew, 4 ayes and 0 nays, motion carried.
- II. Chairman Whitfield read Resolution R-014-24 to approve the submission of a formal grant application for the Georgia Recreational Trails Program to the Georgia Department of Natural Resources. He said this will replace the walking trail at the Civic Center. He gave an overview of all of the ongoing maintenance that has to be done to the trail now and said this will be a much better feature for the community. He said the application has made it through the first round and that is a sign it is a competitive application for this second round. He said since this is an established feature at the Civic Center that requires consistent maintenance, this is a need for the trail. Commissioner Hart asked if the \$200,000.00 in grant funds and \$60,000.00 in matching funds would be enough to cover the project. Chairman Whitfield said he has not seen the cost estimates on the project so he is not sure at this time. Commissioner Stultz asked where the 30% matching funds would come from. Chairman Whitfield said ARPA funds. Commissioner Askew asked about the discrepancy in matching fund percentages. Chairman Whitfield said it was a typo that was caught after it was publicized. He said the program required 30% matching funds. Commissioner Askew said there is a lot of usage of the trail and he will be glad to see it renovated. He said this is an existing trail and there is a need to keep the trail usable for the community. Gary Williams asked if there was any data of how many people use the trail. Commissioner Askew said he does not have any data but he passes there multiple times per day and he visually sees it being used a great deal. Chairman Whitfield said there will be more use once the new playground is finalized. Commissioner Stultz said the new surface would also be wheelchair accessible. Commissioner Hart made a motion to approve, seconded by Commissioner Askew, 4 ayes and 0 nays, motion carried.
- III. Chairman Whitfield read Resolution R-015-24 to establish a policy for the adoption of the county's fiscal year budget. Commissioner Askew asked if this timeline would give ample time for everything to be reviewed and then finalized. He said there was a time crunch last year and he wants to avoid that going forward. Chairman Whitfield said yes. Commissioner Stultz made a motion to approve, seconded by Commissioner Blakemore, 4 ayes and 0 nays, motion carried.
- IV. Chairman Whitfield read Resolution R-016-24 to appoint Blake Hodge to serve on the Northwest Georgia Region 1 Emergency Medical Services Council. Chairman Whitfield made a motion to approve, seconded by Commissioner Hart, 4 ayes and 0 nays, motion carried.
- V. Chairman Whitfield read Resolution R-017-24 to amend the regular meeting calendar for 2024. Commissioner Askew made a motion to approve, seconded by Commissioner Stultz, 4 ayes and 0 nays, motion carried.
- VI. Chairman Whitfield presented purchase order 2024-00001424 for \$51,530.25 to Loughridge Equipment for mowing equipment. He said there is not any back up equipment currently and the inventory is aging. He said Bushhog is the brand currently used so they are familiar with the maintenance and have spare parts. He said this is for two units for roadside mowing. He said they are several months out, but the vendor is trying to get one on hand. Commissioner Blakemore made a motion to approve, seconded by Commissioner Stultz, 4 ayes and 0 nays, motion carried.
- VII. Chairman Whitfield presented purchase order 2024-00001547 for \$41,765.00 to Jake Marshall Service for a 15-ton split heat pump. He said SPLOST funds will be used for the purchase. He said this is at the Rossville Community Center and will move the unit to the roof top and out of the way for the new sidewalk and door. He said there is a 14 day lead time. Commissioner Hart asked if the building was used for voting. Chairman Whitfield said the building is highly used year round and there is a possibility to use it for voting in the future. Commissioner Stultz made a motion to approve, seconded by Commissioner Askew, 4 ayes and 0 nays, motion carried.
- VIII. Chairman Whitfield presented the purchase order from StowersCAT for a 100kw Cat model D100 diesel field engine generator set for \$78,583.00. Curtis Creekmur said this will replace the unit at the 911 center and both units are alike. He said this unit is available now. He said this unit will be outside with an enclosure. He said this purchase includes everything for installation and the enclosure. Commissioner Askew made a motion to approve, seconded by Commissioner Blakemore, 4 ayes and 0 nays, motion carried.
- IX. Chairman Whitfield presented the March 2024 Department Statistics.

### VIII. Commissioner Comments:

- I. Commissioner Blakemore thanked everyone for coming out and participating. He thanked all employees for their hard work. He gave information about the animal microchipping clinic event at the Rossville Community Center. He encouraged citizens to reach out with any comments, concerns, or questions.
- II. Commissioner Askew thanked everyone for their participation and for all of the employees dedication to the citizens and the county. He said the Board is working hard to do the best for all citizens in the county. He said all of the community's participation and input helps the Board do a better job for the citizens.
- III. Commissioner Hart gave details of a few events coming up. He said April 20 is tire amenity day at the landfill and encouraged everyone to bring any tires they may have.

- I. Commissioner Stultz thanked everyone for coming out and all of the county employees for their dedication and hard work. He encouraged everyone to come out to the Senior Citizens Event.
- II. Chairman Whitfield said April 22 is earth day and the Landfill is hosting its annual tire amnesty day on April 20. He said they will be taking up to 16 passenger tires from each citizen. He said the City of Rossville has partnered with the County to be a designated drop off site as well.

**IX. Executive Session:**

- I. Commissioner Blakemore made a motion to go into executive session for personnel, seconded by Commissioner Stultz, 4 ayes and 0 nays, motion carried. The Executive Session began at 7:38 PM. Chairman Whitfield called the regular meeting back to order at 8:00 PM with no action to be taken from the Executive Session.

**X. Adjournment:**

- I. Commissioner Hart made a motion to adjourn the meeting, Commissioner Blakemore seconded the motion. Motion carried and the meeting was adjourned at 8:01 PM.

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Shannon K. Whitfield  
Chairman/CEO  
Walker County Georgia

Date

Minutes prepared by: Walker County Board Clerk, Whitney Summey

**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 13<sup>th</sup> day of June, 2024.

ATTEST:

**WALKER COUNTY, GEORGIA**

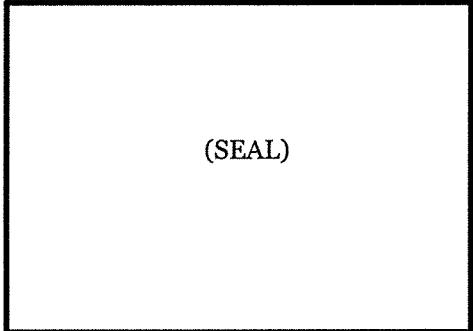
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Whitney Summey, Deputy Clerk

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SHANNON K. WHITFIELD, Chairman

(SEAL)



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

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

**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 13<sup>th</sup> day of June, 2024

**ATTEST:**

**WALKER COUNTY, GEORGIA**

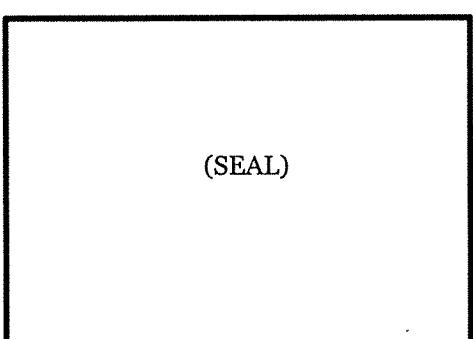
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Whitney Summey, Deputy Clerk

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SHANNON K. WHITFIELD, Chairman

(SEAL)



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



Shannon Whitfield &lt;commissioner@walkerga.us&gt;

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**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

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 0915\_001.pdf  
19K

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".

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

**BOARD OF COMMISSIONERS OF  
WALKER COUNTY**

By: \_\_\_\_\_  
Chairman

(SEAL)

Attest:

---

Secretary

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.

EXHIBIT A

ESCROW DEPOSIT AGREEMENT

## **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 13<sup>th</sup> 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 13<sup>th</sup> day of June, 2024.

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Clerk

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.

6. The Escrow Agent agrees to apply the proceeds of the Acquired Obligations and the Cash deposited in the Escrow Deposit Fund, and the interest earned on said Acquired Obligations and the Cash, in accordance with the provisions hereof.

7. The Authority hereby irrevocably authorizes and directs the Escrow Agent to transfer to the 2019 Paying Agent (or its successors or assigns in such capacity) on or prior to the payment dates specified in Exhibit A the amounts specified for the Defeased Bonds together with instructions that such amounts be applied to the payment of the principal of and interest on the Defeased Bonds.

The 2019 Paying Agent agrees that it will continue to comply with the applicable and necessary provisions of the Bond Resolution which pertain to the payment, registration, transfer and exchange of the Defeased Bonds. Such provisions and the applicable and necessary provisions of the Bond Resolution pertaining to the replacement of lost, destroyed or mutilated bonds are specifically incorporated herein by this reference thereto and the 2019 Paying Agent shall continue to abide by such provisions until the payment of the Defeased Bonds.

As soon as possible following the execution and delivery of this Agreement, the Authority shall mail by first-class mail, postage prepaid, to all registered owners of the Defeased Bonds and shall file with the Municipal Securities Rulemaking Board (“MSRB”) in an electronic format through Electronic Municipal Market Access System of the MSRB, a provision for payment notice substantially to the following effect:

\* \* \*

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.

WALKER COUNTY DEVELOPMENT  
AUTHORITY

By: \_\_\_\_\_  
Chairman

(SEAL)

Attest:

---

Secretary

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

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

By: \_\_\_\_\_  
Title: \_\_\_\_\_

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

By: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT A

DEFEASED BONDS  
DEBT SERVICE REQUIREMENTS

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

EXHIBIT B  
TO  
ESCROW DEPOSIT AGREEMENT

ACQUIRED OBLIGATIONS

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

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).

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

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

**PURCHASE ORDER  
NO. 2024-00001985**

DATE 06/07/2024

**VENDOR 2437 JBM REPAIRS LLC, JOSE L BANUELOS**

**CONT** 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

PAGE 1 OF 1

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**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 coppering 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 2" ISO board recommended for longevity of roof life	265.00	EA
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) Heat welded Seamplates to ensure total water tight protection	1.00	BX
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 Remove entire old roof system and thoroughly inspect the roof and underlayment for any damages or structural concerns	90.00	SQ
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 115' of 8in box gutters with 110' of 6in downspouts to include adding a fascia board to support gutter mounting	1.00	EA
		<b>\$11,296.61</b>

TOTAL

\$82,591.13

Starting at \$825/month with  [Acorn](#) • [APPLY](#)

Walker County Departmental Statistics - May 2024



Animal Shelter		April		May		2024		2023		2022		2021		2020		2019	
		Dogs		Cats		Dogs		Cats		Dogs		Cats		Dogs		Cats	
Intake		83		93		56		78		437		284		1,066		469	
Adopted		25		8		27		12		185		52		252		84	
Rescued		27		50		49		48		216		138		615		234	
Returned to Owner		21		4		5		1		64		8		179		21	
Euthanized		0		1		5		2		25		5		48		16	
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																2019	
Active Voters (see YTD total)										42,789		41,961		43,200		43,719	
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		27,859		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

Report: Best Friends: Data Matrix

Generated by Animal Shelter Manager 49u [Wed 05 Jun 2024 08:40:59 AM UTC] at Walker County Animal Shelter on 06/05/2024 by jlegge