

# AGENDA

## REGULAR SCHEDULE MEETING OF THE GOVERNING AUTHORITY OF WALKER COUNTY, GEORGIA

Office of the Walker County Commissioner  
Courthouse Annex 1, 101 South Duke Street  
LaFayette, Georgia 30728

Date: Thursday, June 22, 2017

Time: 6:30 PM

Invocation: Given by Commissioner Shannon Whitfield

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

Pledge: United States Flag

Pledge: Georgia Flag

Minutes: Approval of the minutes from the Commissioner's Meeting on Thursday, June 8, 2017

### Open of the Public Hearing

New Business: The following Re-zoning applications will be heard for the second public hearing; the first being at the June 15<sup>th</sup> Planning Commission meeting:

**I. Map & Parcel 0-206-060 908 LaFayette Road**

Request to change zoning from C-1 (commercial) to R-2 (residential) to turn the existing building into a multi-family dwelling

*Planning Commission recommendation: Tabled until their next monthly meeting*

**II. Map & Parcel 0-329-2-032 18 Center Grove Road**

Request to change zoning from C-1 (commercial) to R-2 (residential) to use existing house on the property as a residence

*Planning Commission recommendation: Approve*

Adjournment: The Public Hearing will be adjourned

**Open of the Regular Schedule Meeting**

New Business: **III. Consideration of a Temporary Malt Beverage and Wine License**  
Chattanooga Rugby Club event at 2035 Old Mineral Springs Road,  
LaFayette, GA on July 28-29, 2017

**IV. Georgia Fund 1 Investment Authorization**  
Replace Trustees Former Sole Commissioner Bebe Heiskell and  
Former Walker County Clerk Briggett Garrett on the Georgia Fund  
1 Bank Account with Commissioner Shannon Whitfield and  
Walker County Clerk Rebecca Wooden.

**V. Company Agreement for ACH Origination between Walker  
County Government and The Bank of LaFayette**  
Replace Account Specialist Aida Balthazor as an authorized  
employee to complete the ACH File Transmission and add Payroll  
Clerk Tabitha Cantrell and Human Resources Director Sharleen  
Robinson as authorized employees to complete the ACH File  
Transmission

Report: **VI. Review of May 2017 Departmental Statistics**

Adjournment: The Regular Scheduled Meeting will be adjourned.

Open Discussion: The business on the Agenda being completed, Commissioner Whitfield  
will open the floor for general discussion.

**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 Commissioner's Regular Scheduled Meeting**

**June 8, 2017**

**I. Call to order**

Commissioner Whitfield called to order the regular business meeting of the Walker County Commissioner's Office at 6:30 p.m. on June 8, 2017 at 101 South Duke Street, LaFayette GA 30728.

**II. Attendees**

The following persons were present: Commissioner Shannon Whitfield, Walker County Finance Director Greg McConnell, County Clerk Rebecca Wooden, Public Relations Director Joe Legge, Codes and Enforcement Director David Brown and Animal Shelter Manager Alison Smith.

Other guests signed in at the meeting as well, please see attached sign in sheet.

**III. Invocation was given by Commissioner Shannon Whitfield**

**IV. Pledge to the American Flag**

**V. Pledge to the Georgia Flag**

**VI. Approval of minutes from last meeting**

**VII. Closing of the Regular Business Meeting**

**VIII. Commissioner Whitfield opened the Public Hearing**

The Third Public Hearing, for approval or disapproval for Establishments of Zoning Districts Section 6, General Commercial, Sub-Section G, currently reads as follows:

***Flea Markets or similar outdoor or indoor/outdoor sales complexes.***

On April 20, 2017 the planning and Zoning Board submitted the following recommendation to replace Section G to read as follows:

***Flea markets or similar outdoor or indoor/outdoor sales complexes. All merchandise outside must be stored inside an approved enclosed secured structure from dusk till dawn, excluding four days or less annual event yard sales.***

Commissioner Whitfield asked if anyone present would like to speak for or against this. A question was asked if this would include the flea market in town where the items are left sitting out all the time. Commissioner Whitfield explained that this would address anything going forward, the existing operations would be grandfathered in, but if the business ever changed ownership or ceased to exist and re-opened, it would have to obey this. Commissioner Whitfield asked if anyone had called or if the office had heard from anyone on this. The office had not. Commissioner Whitfield stated that he had a lady that came by the office concerned about participants in the World's Longest Yard Sale and asked if Commissioner Whitfield would consider allowing seven days to accommodate the World's Longest Yard Sale instead of the proposed four day restriction. The World's Longest Yard Sale is once a year and there are a lot of advertising promotions that go into this in itself.

**IX. Commissioner Whitfield adjourned the Public Hearing at 6:36PM**

**X. Commissioner Whitfield re-opened the Regular Business Meeting at 6:36 PM**

Looking at the Action Item of New Business:

The Third Public Hearing, for approval or disapproval for Establishments of Zoning Districts Section 6, General Commercial, Sub-Section G, Currently reads as follows:

***Flea Markets or similar outdoor or indoor/outdoor sales complexes.***

On April 20, 2017 the planning and Zoning Board submitted the following recommendation to replace Section G to read as follows:

***Flea markets or similar outdoor or indoor/outdoor sales complexes. All merchandise outside must be stored inside an approved enclosed secured structure from dusk till dawn, excluding four days or less annual event yard sales.***

Commissioner Whitfield explained he was going to modify and change the recommendation to seven days instead of four days to accommodate people that participate in the World's Longest

Yard Sale. Commissioner Whitfield choose to approve the zoning restriction with the modification.

**XI. Adjournment**

Commissioner Whitfield adjourned the meeting at 6:38 PM.

Minutes approved by:

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Shannon Whitfield  
Sole Commissioner  
Walker County Georgia

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Date

Minutes prepared by: Walker County Clerk, Rebecca Wooden

PLEASE SIGN IN

Date: June 8, 2017

Name

Address

Telephone

Ed Bruce

76 Hays Hollow Rd

706-931-2381

Teresa Jackson

Clung

Richard Jackson

Clung

Rufus McLiving

209 Cook Rd

Kenny Boatman

49 Dock Hl.

PAINE GILLY

Rossville, GA

601-408-7811

J.R. Jozz

Chickamauga

Gina Sutton

Ilwaco

Sarah Craig

Rock Spring

2067641839

*[Signature]*

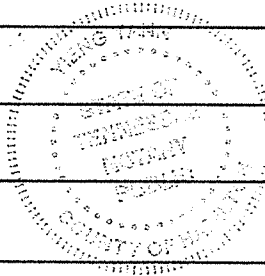
Noble

423-802-1634

# WALKER COUNTY PLANNING COMMISSION

## Application for Re-Zoning Amendment

|   |  |                     |
|---|--|---------------------|
| PLEASE PRINT OR TYPE  |  | Date <u>5-10-17</u> |
| FEE \$ <u>75<sup>00</sup>/hr</u>  |  | Case No.            |
| Owner's Name <u>DINESH PATOL</u>  | Mailing Address <u>478 HOPKINS RD CINCINNATI, TN 37321</u><br><small>INCLUDE ROUTE AND BOX # IF ASSIGNED</small> |                     |
| City/Zip <u>DAYTON, TN 37321</u>  | Phone <u>423 785 6091</u>  |                     |
| Tax Parcel # <u>0-206-060</u>   | Street Name and Number <u>908 Lafayette Rd.</u>  |                     |
| Current Zoning <u>C-1</u>   | Requested Zoning <u>R-2</u>  |                     |
| Reason for Change (Be Specific):<br><u>to have it changed so the existing structure can be used as multi-family</u> |  |                     |
| Lessee's Name <small>IF APPLICABLE</small>  | Lessee's Address   |                     |
| NAME AND ADDRESS OF ALL ADJACENT PROPERTY OWNERS WITH MAILING ADDRESSES   |  |                     |
| 1. <u>706-463-0547</u>  |  |                     |
| 2.  |  |                     |
| 3.  |  |                     |
| 4.  |  |                     |
| 5.  |  |                     |
| 6.  |  |                     |
| 7. <u>[Signature]</u> <u>4/20/19</u>  |  |                     |
| 8. <small>IF ADDITIONAL SPACE IS REQUIRED, ATTACH A SEPARATE SHEET</small>  |  |                     |
| LAND USE PLAN DESIGNATIONS  |  |                     |
| CURRENT   |  | FUTURE              |
| I SWEAR UNDER PENALTY OF LAW THAT THE WITHIN INFORMATION IS TRUE, CORRECT AND COMPLETE.                             |  |                     |
| Owner's Signature <u>[Signature]</u>  |  | Date: <u>5/9/17</u> |
| Date Received by the Planning Office: <u>May 10, 2017</u>   |  |                     |
| Planning Commission Decision/Date <u>June 15, 2017</u> <u>7:00 pm Civic Center</u>                                  |  |                     |



FOR OFFICE USE

The Owner/Applicant must notify each adjoining property owner by providing them a copy of this application. Proof of notification must be provided to the Planning Office. Additionally, a sign, furnished by the Planning Commission will be posted on the subject front property line at least 15 days prior to the meeting date. Written notification must be mailed at least 15 days prior to the meeting date. This application must be fully complete prior to filing.

**WALKER COUNTY  
PLANNING & DEVELOPMENT  
AGENDA ITEM**

**Owner:** Dinesh Patel  
**Petitioner:** same  
**Location of Property:** 908 LaFayette Road  
Rossville, GA. 30741

**Date Applied:** 5-10-2017  
**PC Meeting Date:** 6-15-2017

**Present Zoning:** C-1 (Commercial)

**APPLICANT'S INTENT:**

Mr. Patel would like to turn the existing commercial building into a multi-family living unit.

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**DETAILS OF REQUEST:**

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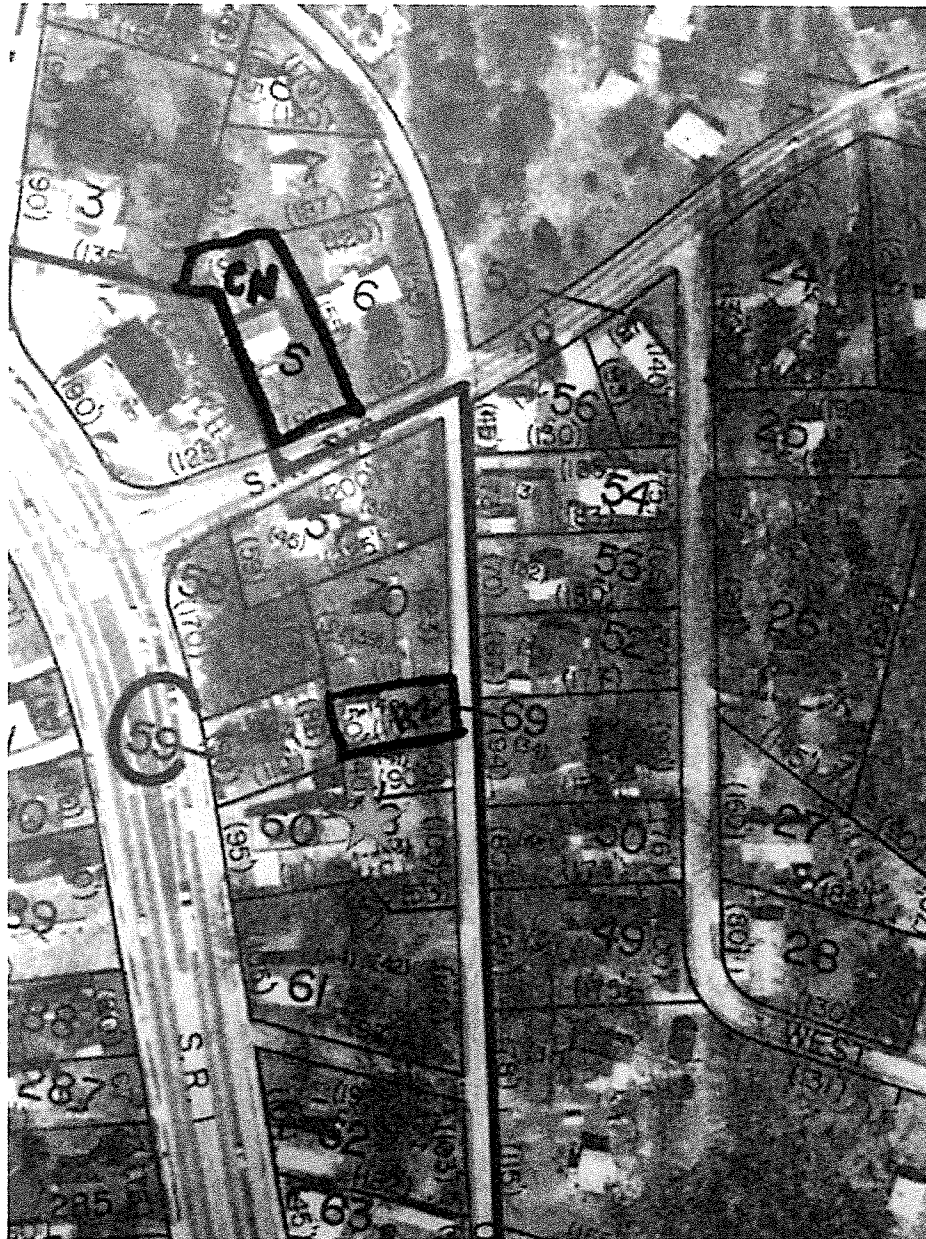
Mr. Patel owns the property located at 908 LaFayette Road in Rossville. The property is zoned C-1 (commercial) and Mr. Patel would like to change the zoning to R-2 (residential) so he could turn the existing building into a residential multi-family dwelling. The property is .36 of an acre and is on sewer. He has owned the property since October 2015.



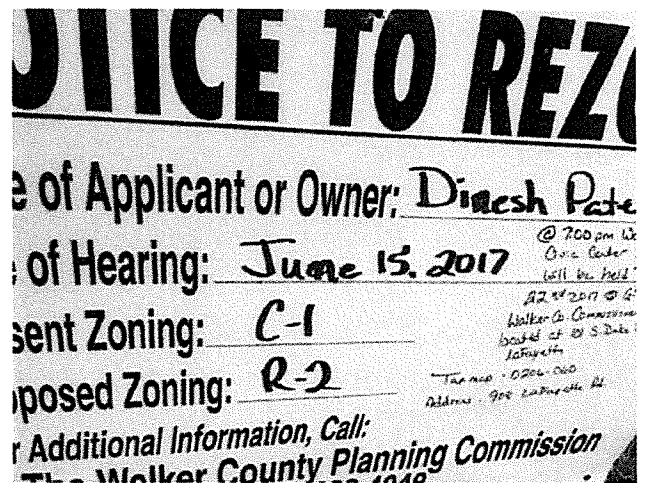
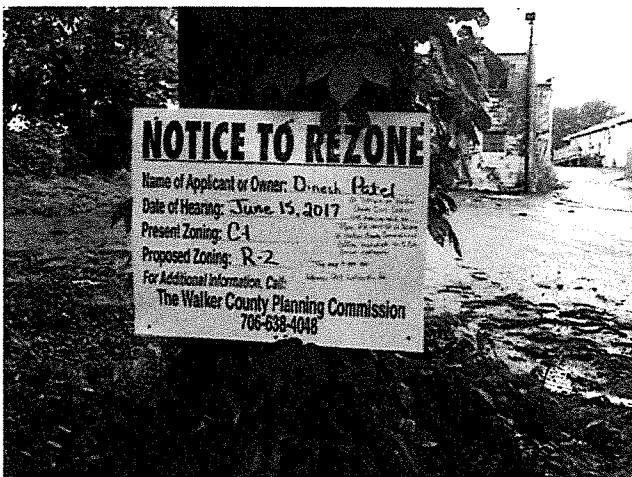
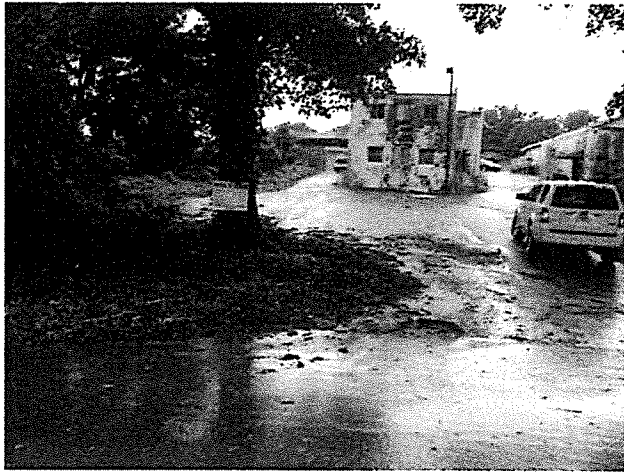
## Projected Area:



## Zoning Map:



The parcel requesting the rezone is 060



Applicant: ~~JOHN P. DINEEN~~ DINESH PATIL

Map & Parcel: 0-206-060 Rezone from: C-1 to: R-2

**PLANNING COMMISSION RECOMMENDATION:**

\_\_\_\_\_  
APPROVED AS SUBMITTED

\_\_\_\_\_  
APPROVED WITH CONDITIONS

10-15-2017 TABLED - Planning Commission  
until July 20, 2017

\_\_\_\_\_  
DENIAL

**COMMISSIONER'S FINAL DECISION:**

\_\_\_\_\_  
APPROVED AS SUBMITTED

\_\_\_\_\_  
APPROVED WITH CONDITIONS

\_\_\_\_\_  
TABLED

\_\_\_\_\_  
DENIAL

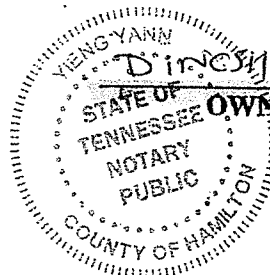
The following disclosure is required of the applicant(s) by Section 36-67A-3 of O.C.G.A.  
The following is for disclosure purposes only and does not disqualify the petition.

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

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

Signature of Petitioner / Owner:

[Signature] 5/9/17  
PETITIONER DATE



Dinesh Patel 5/9/17  
OWNER DATE

[Signature]  
4/20/19

# WALKER COUNTY PLANNING COMMISSION

## Application for Re-Zoning Amendment

Pd. # 2361

Date 5-9-2017

PLEASE PRINT OR TYPE

FEE \$ 75.00

Case No.

|   |   |
|---|---|
| Owner's Name <u>Janet R. Autry Daniel</u> | Mailing Address <u>192 Forrestway Drive</u><br><small>INCLUDE ROUTE AND BOX # IF ASSIGNED</small> |
| City/Zip <u>LaFayette, GA-30728</u>       | Phone <u>706-764-9919</u>   |
| Tax Parcel # <u>0-329-2-032</u>           | Street Name and Number <u>18 Center Grove Rd.</u>   |
| Current Zoning <u>C-1</u>                 | Requested Zoning <u>R-2</u>   |

Reason for Change (Be Specific):

to have the house used as a residence

Lessee's IF APPLICABLE

Name

Lessee's

Address

NAME AND ADDRESS OF ALL ADJACENT PROPERTY OWNERS WITH MAILING ADDRESSES

1.

2.

3.

4. 6-15-17 - Planning Commission approved

5.

6.

7.

8. IF ADDITIONAL SPACE IS REQUIRED, ATTACH A SEPARATE SHEET

LAND USE PLAN DESIGNATIONS

CURRENT

FUTURE

I SWEAR UNDER PENALTY OF LAW THAT THE WITHIN INFORMATION IS TRUE, CORRECT AND COMPLETE.

Owner's Signature

Date:

5-9-17

Date Received by the Planning Office: May 9, 2017

Planning Commission Decision/Date

June 15 2017 7:00 pm Walker Co Civic Center

The Owner/Applicant must notify each adjoining property owner by providing them a copy of this application. Proof of notification must be provided to the Planning Office. Additionally, a sign, furnished by the Planning Commission will be posted on the subject front property line at least 15 days prior to the meeting date. Written notification must be mailed at least 15 days prior to the meeting date. This application must be fully complete prior to filing.

**WALKER COUNTY  
PLANNING & DEVELOPMENT  
AGENDA ITEM**

**Owner:** Janet R. Autry Daniel

**Petitioner:** same

**Location of  
Property:** 18 Center Grove Road  
LaFayette, GA. 30728

**Date Applied:** 5-9-2017

**PC Meeting Date:** 6-15-2017

**Present Zoning:** C-1 (Commercial)

**APPLICANT'S INTENT:**

Ms. Daniel is asking that the property located at 18 Center Grove Road be rezoned from C-1 (commercial) to R-2 (residential).

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**DETAILS OF REQUEST:**

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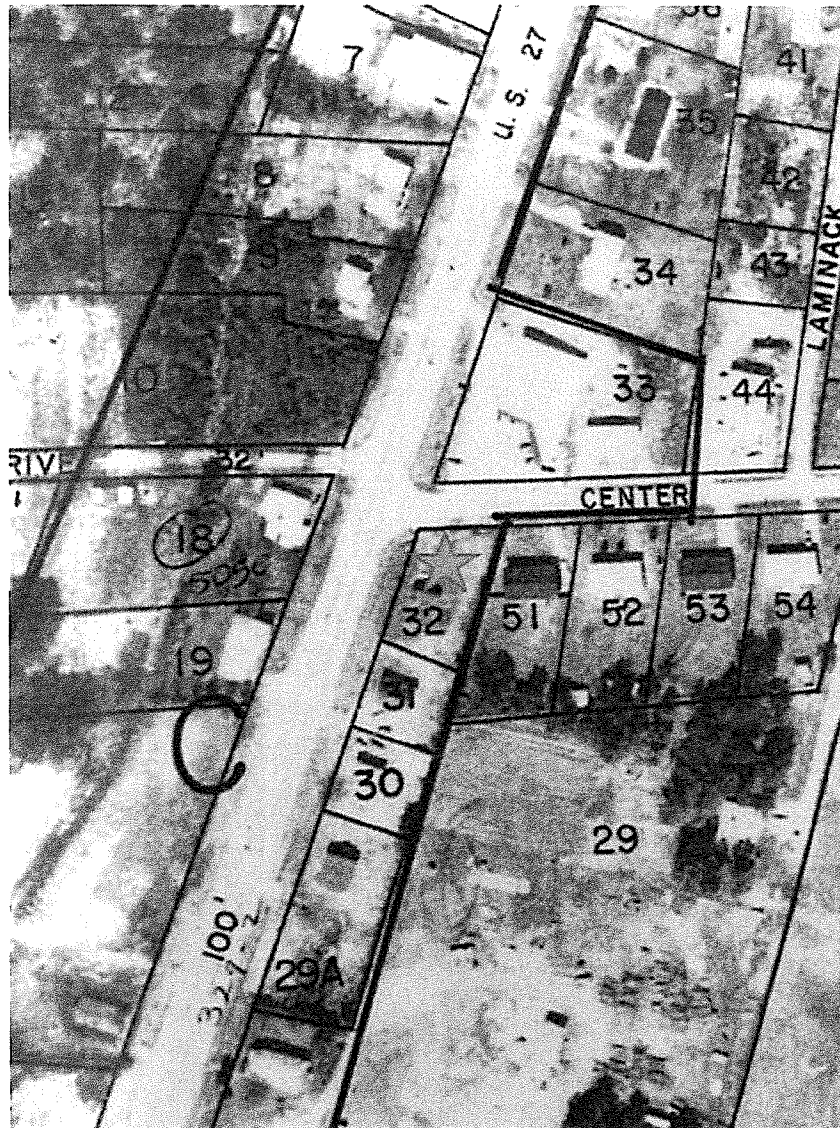
Ms. Daniel has an existing house located at 18 Center Grove Road that is zoned C-1 (commercial) and would like to have it rezoned to R-2 (residential) so the existing house on the property can be used as a residence. The house was built in 1952 and has been used as an antique shop in the past. The current owner has owned the property since 1999.



## Projected Area:

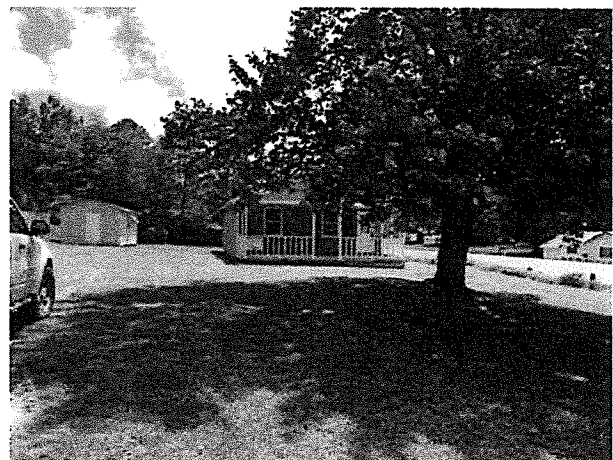
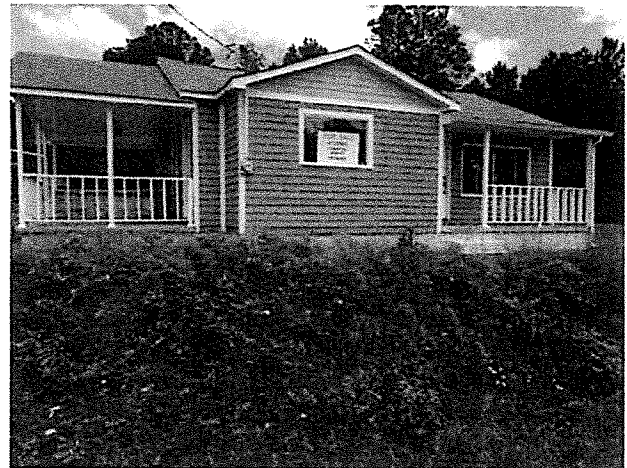


## Zoning Map:



The parcel requesting rezone is 032





**Applicant:** Janet R. Autry Daniel

**Map & Parcel:** 0-329-2-032 **Rezone from:** C-1 **to:** R-2

**PLANNING COMMISSION RECOMMENDATION:**

6-15-2017 APPROVED AS SUBMITTED - Planning Commission  
APPROVED WITH CONDITIONS  
TABLED  
DENIAL

**COMMISSIONER'S FINAL DECISION:**

APPROVED AS SUBMITTED  
APPROVED WITH CONDITIONS  
TABLED  
DENIAL

The following disclosure is required of the applicant(s) by Section 36-67A-3 of O.C.G.A.  
The following is for disclosure purposes only and does not disqualify the petition.

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

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

Signature of Petitioner / Owner:

Janet R. Autry Daniel 5-9-17  
PETITIONER      DATE      OWNER      DATE

**PUBLIC NOTICE WALKER COUNTY  
PLANNING COMMISSION MEETING**

Thursday, June 15th, 2017 at 7:00 P.M.  
Walker County Civic Center • Rock Spring, GA 30739

The Walker County Planning Commission will meet and review the following requests:

**New Business:**

**Variance:**

1. Anthony Watkins & Darlene Dyer requests a variance for property located at 1226 Andrew Weaver Spur Trion, GA. 30753. Tax map: 0-501-011A
2. Brandon Bennett requests two variances for property located at 429/430 Van Dell Drive Rock Spring, GA. 30739. Tax map: 0-352-003

**Rezone:**

1. Dinesh Patel requests a rezone for property located at 908 LaFayette Road Rossville, GA. 30741. Tax map: 0-206-060.
2. Janet R. Autry Daniel requests a rezone for property located at 18 Center Grove Road LaFayette, GA. 30728. Tax map: 0-329-2-032.

The second hearing on the rezones will be held June 22, 2017 at 6:30 P.M. These will be heard in the Walker County Commissioners Office located at 101 S. Duke Street LaFayette, GA. 30728.

For further information please call Walker County Planning & Development at 706-638-4048.

|   |  |
|---|--|
| <input type="checkbox"/> PROOF O.K. BY: _____     | <input type="checkbox"/> O.K. WITH CORRECTIONS BY: _____ |
| PLEASE READ CAREFULLY • SUBMIT CORRECTIONS ONLINE |  |
| <b>RN-44190 (100%)</b>                            |  |
| ADVERTISER: WALKER CO PLANNING COMM               | PROOF CREATED AT: 5/19/2017                              |
| 12:03:43 PM                                       |  |
| SALES PERSON: RNR721                              | NEXT RUN DATE: 05/24/17                                  |
| SIZE: 2X3   | PROOF DUE: 05/22/17 11:30:00                             |



## Walker County Planning Commission

### MINUTES

June 15, 2017

Walker County Civic Center  
7:00 PM

### ATTENDEES:

#### Planning Commission Members

Phillip Cantrell  
Jack Michaels  
Gerald Cook  
Sid Adams  
Mark Askew  
Susan Tankersley  
Bob Foster  
Sam Bowman  
Frank Richardson  
Terry Newberry

#### Walker County Planning Staff

David Brown, Director of Codes,  
Inspections & Planning  
Kristy Parker, Planning Commission Secretary

### I. CALL TO ORDER:

Chairman Philip Cantrell called the meeting to order at 7:00 P.M.

### II. READING & APPROVAL OF THE MAY 18<sup>TH</sup>, 2017 MEETING MINUTES:

Chairman Cantrell asked if there were any changes to the May 18<sup>th</sup>, 2017 minutes and if not was there a motion to approve? Frank Richardson made a motion to approve. Susan Tankersley seconded the motion. Vote was unanimous. Motion to approve the minutes as submitted carried.

### III. NEW BUSINESS:

#### A. VARIANCE:

1. **Anthony Watkins & Darlene Dyer:** Chairman Cantrell asked who was here to speak on behalf of the Watkins Dyer property. Darlene Dyer came forward and stated that she is part owner in the property along with her son Anthony Watkins and that she would like to build a second house on the property which is less than three acres and share the same driveway. Chairman Cantrell asked Ms. Dyer if there was any way to not share the driveway and she said no. Mark Askew asked where on the property was she wanting to build a second residence and she said up the drive and to the left. Bob Foster said so pulling into the drive she would go past the sons' house and to the left and she said yes. Mark Askew asked if Andrew Weaver Spur was a dead-end and he was told yes. Chairman Cantrell stated that he was always concerned

about shared driveways because when two or three people share a drive people come and go but the use would stay. Ms. Dyer said that her son already has a house there and that it would just be them. Mark Askew asked what would be the square footage of the house she would like to build and she said less than a thousand square feet. Mark Askew then asked what type or condition the driveway was in and Ms. Dyer stated that it was a concrete drive and was in good condition. He then asked if it was wide enough for emergency vehicles and she said yes. Mark Askew then asked how long they have owned the property and she said thirteen to fourteen year. Chairman Cantrell asked if there were no questions was there a motion. Frank Richardson made a motion to approve. Terry Newberry seconded the motion. Vote was unanimous. Motion carried.

2. **Brandon Bennett:** Chairman Cantrell asked if someone was here to represent Mr. Bennett. Brandon Bennett came forward and said that he along with his wife and her parents are co-owners of the property located at 560 McIntire Road. He said that they are both wanting to build on the property which is close to forty acres. He said that there is a hundred feet of road frontage on McIntire. He said that they have spent a lot of money having to clean up the property which had been timbered in the past. He said that they have had a survey with two one acre tracts divided out of the large piece and the rest they would like to turn into a family farm. He said that the reason they are here is to get approval on the two one acre tracts. He said that he had been working with Kristy at the Planning Office on this for several months but when they were at the attorney's office ready to sign the papers they had noticed that the names had been switched on the two lots so they had almost two months delay. He said that in that time the Planning Office could no longer do variances in house so that is why he was here. Chairman Cantrell said so what he was understanding was this property is zoned agricultural and he is wanting two tracts less than five acres and Mr. Bennett said yes. He also said that he hoped to then put it in conservation. Chairman Cantrell asked if he would be having a joint easement agreement recorded in case something happened it would assure that a drive would be in place for the lots and Mr. Bennett said yes that they already have those agreements. Jack Michaels asked if he had talked to the Planning Office regarding any building permits for any barns and the setbacks of those and Mr. Bennett said yes that he had talked to Kristy regarding that. He said that the nearest structure would be around three hundred feet from the nearest property line. Mark Askew asked if the property had been clear cut on the side bordering the subdivision beside them and Mr. Bennett said yes that it had been clear cut but they try to keep it bush hogged and underbrush kept cleared out. Mr. Bennett said that they had an easement through the subdivision that they also keep maintained and have an agreement stating they will plant an arbor spring through there. Gerald Cook asked what the size of the easement was and Mr. Bennett said fifteen feet and it was for the utilities. Chairman Cantrell asked if anyone had any questions. There were no questions so he asked for a motion. Bob Foster made a motion to approve. Susan Tankersley seconded the motion. Vote was unanimous. Motion carried.

## **B. REZONE:**

1. **Dinesh Patel:** Chairman Cantrell asked if there was anyone here on behalf of Mr. Patel. Lionel Sobus said he was there for Mr. Patel and they would like to turn this building into a multi-family structure. Terry Newberry asked what the building was now. Mr. Sobus said that it use to be the Carriage Cleaners and about eight years ago it became the Tobacco Palace. He said that Mr. Patel is wanting to have three living units in this building. Gerald Cook asked if any

inspections had been done to make sure it was structurally safe and he said no. Mr. Sobus said that Mr. Patel has been trying to rent the building out but no one has been interested in it. Mark Askew said that there would be some concerns on the safety part of it like the stairwells and firewalls and windows and such. Mark asked if there were any drawings or plans and Mr. Sobus said he had on his phone the two 30x30 units and the 20x20. Mark said that he would like to make a suggestion that this be tabled until the inspection office can come up and look to see if this is even possible. Frank Richardson asked if it would matter where the main entrance would be off 27 (LaFayette Road) or Carline Road. Mark Askew said for safety and it being residential it would be better coming off Carline Road. Bob Foster stated that residential would be less traffic than commercial anyways. Chairman Cantrell asked for a motion. Susan Tankersley made a motion to table until next month. Jack Michaels seconded the motion. Vote was unanimous. Motion to table approved.

2. **Janet R. Autry Daniel:** Chairman Cantrell asked who was here to represent Ms. Daniel. Janet Autry Daniel came forward and said she was the owner of the property at 18 Center Grove Road and she purchased it about eighteen years ago. She said it was built as a house but being used as a Chevy Store when she bought it so she turned it into an Antique Store and used it that way for about five years. She said that since then it has just sat empty. She said that she did turn it over to two different realtors that did not have any luck selling it so last fall she hired her fiancée to gut and redo it as a house to rent out. She said since then she found out that the property is commercial so it cannot be sold as a residential structure. She said people that are interested in buying it wants it as a house. Mark Askew asked what the property around it was zoned and Kristy stated that the property to the south was all zoned commercial and the property to the east was residential. Chairman Cantrell asked if the property across the road was commercial and Kristy showed a map of where the commercial properties ran. Terry Newberry asked was there not a set amount of feet back on Hwy 27 that was commercial and Kristy said that there was always an understanding that 200 feet back regardless of the zoning up Hwy 27 was commercial but if on the maps it was residential the property owner would have to come in to rezone the property if they wanted to use it as commercial. Bob Foster asked if there was a provision in the ordinance stating anything about residential in a commercial zoning and Kristy said that residential use was not allowed in a commercial zone. She said that if it had always been used as residential but gone a year not being used that way it would revert back to the original zoning. Terry Newberry stated if they did rezone it to commercial and later someone else wanted it rezoned back to commercial they could come back before the board and request that. Mark Askew asked didn't she say that she had done a complete remodel and she said yes and Mark informed her that she did so without any permits and that she needs to know that should have been done. Mark stated that it was built as a house and is a house. He said that he hates to see property along Hwy 27 not being used as commercial but if someone wanted to build something commercial the lot is just not big enough. She was asked the size of the lot but she said she did not know for sure. Chairman Cantrell said the county has never like to rezone their commercial property back to residential. Ms. Daniel said that she already has a young couple that has just gotten married that are wanting to buy it. Chairman Cantrell asked if anyone had any questions and if not was there a motion. Terry Newberry made a motion to approve and said the reason why was because it is on Hwy 27 and it could go commercial at any time. The people that buys it may be there forever or they might live there for five years and some company come along and want to buy it. Mark Askew seconded the motion. Vote was unanimous. Motion carried.

#### IV. ADJOURNMENT:

Susan Tankersley made a motion to adjourn. Frank Richardson seconded the motion. Motion carried. Meeting adjourned.

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Date Submitted

Planning Commission Chairman

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Date Submitted

Kristy Parker, Planning Commission Secretary

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Date Submitted

David Brown, Director of Codes, Inspection & Planning

WALKER COUNTY, GEORGIA

TEMPORARY MALT BEVERAGE AND WINE LICENSE

ON PREMISE CONSUMPTION

Organization: Chattanooga Rugby Club

Organization's Address: 602 Renaissance Court Chattanooga, TN. 37412

Event Location: 2035 Old Mineral Springs Road LaFayette, GA. 30728

Temporary License Date(s): July 28-29, 2017

This is to certify that the above named organization has paid for a License to carry on in Walker County, Georgia, the business of selling for On Premise Consumption of Malt Beverages and Wine during the above date(s) and this is to authorize and license the said Licensee to carry on such business for said time.

Walker County Commissioner

Given under my hand and official signature:

This 20th Day of June, 2017

This license is not transferable, and is issued by Walker County, Georgia, and accepted by the licensee subject to all laws, ordinances, regulations, restrictions and limitations now in force or which may hereafter be enacted or adopted respecting the use of this license or the business to be conducted there under; and this license does not authorize the licensee to conduct or engage in any business or calling in violation to any law or ordinance or against public policy.

DISPLAY FOR PUBLIC VIEW ---- NOT TRANSFERABLE



|                   |                                  |
|-------------------|----------------------------------|
| For Customer Use: |                                  |
| _____             | I have an existing Acct. # _____ |
| _____             | This resolution is for:          |
| _____             | New Account                      |
| _____             | Change to Existing Acct. # _____ |

|                     |                         |
|---------------------|-------------------------|
| For OTFS Use Only:  |                         |
| _____ Acct Approved | _____ Auth Entered      |
| _____ Audit         | _____ Wire Instructions |
| _____ Addr Entered  | _____ Wire Templates    |
| Approval: _____     |                         |
| _____ AD1           | _____ AD2               |
| Res. form 2000A     |                         |

**GEORGIA FUND 1**  
(local government investment pool)  
**RESOLUTION TO AUTHORIZE INVESTMENT**

*WHEREAS*, Ga. Code Ann. §§36-83-1 to 36-83-8 authorizes Georgia local governments and other authorized entities to invest funds through the local government investment pool, and  
*WHEREAS*, from time to time it may be advantageous to the \_\_\_\_\_

\_\_\_\_\_ to deposit funds available for  
 (Name of Local Government, Political Subdivision or State Agency)  
 investment in Georgia Fund 1 (hereinafter referred to as the local government investment pool) as it may deem appropriate; and

*WHEREAS*, to provide for the safety of such funds deposited in the local government investment pool, investments are restricted to those enumerated by Ga. Code Ann. §36-83-8 under the direction of the State Depository Board, considering first the probable safety of capital and then the probable income to be derived; and *WHEREAS*, such deposits must first be duly authorized by the governing body of the local government or authorized entity and a certified copy of the resolution authorizing such investment filed with the Treasurer of the Office of the State Treasurer; and

*WHEREAS*, such resolution must name the official(s) authorized to make deposits or withdrawals of funds in the local government investment pool; and

*WHEREAS*, Ga. Code Ann. §36-83-8 requires a statement of the approximate cash flow requirements of the participating government pertaining to the funds to accompany the authorization to invest such funds at the time such deposits are duly authorized;

*NOW, THEREFORE BE IT RESOLVED* by the \_\_\_\_\_  
 (Board, Council or other Governing Body)  
 that funds of the \_\_\_\_\_ may be deposited from time to time in the manner prescribed by law and the applicable policies and procedures for the local government investment pool.  
 (Local Government, Political Subdivision, or State Agency)

**BE IT FURTHER RESOLVED THAT:**

- Any one of the following individuals shall be authorized to deposit and/or withdraw funds from the local government investment pool on behalf of such government or other authorized entity (if a listed individual is employed by an entity other than the depositor, indicate employer):

|   |                                   |
|---|-----------------------------------|
| _____<br>Name, Title, (Employer, if applicable) | _____<br>(Area Code) Phone Number |
| _____<br>Email:                                 |                                   |

|   |                              |
|---|------------------------------|
| _____<br>Email: <u>Rebecca Wooden</u>       | _____<br><u>706 638-1437</u> |
| _____<br>Email: <u>R.Wooden@WalkerGA.us</u> |                              |

\_\_\_\_\_  
Email:

\_\_\_\_\_  
Email:

All withdrawals from the local government investment pool shall be wired to the following participant's demand deposit account: *(Many banks have separate instructions for wires and ACH deposits. Please verify both sets of instructions with your bank and provide them below. This will ensure accurate delivery of your funds to the designated bank account).*

**(For ACH)** \_\_\_\_\_  
 (Local Bank Name) (Account Title)

\_\_\_\_\_  
 (ABA Number) (Account Number) (City, State)

**(For WIRE)** \_\_\_\_\_  
 (Local Bank Name) (Account Title)

\_\_\_\_\_  
 (ABA Number) (Account Number) (City, State)

(If applicable) Our local bank prefers to receive credit for wire transfers at the following **Correspondent Bank**:

\_\_\_\_\_  
(Bank Name) (City) (ABA Number) (Account Number)

**Additional Bank Account (if applicable):**

(For ACH) \_\_\_\_\_  
(Local Bank Name) (Account Title)

\_\_\_\_\_  
(ABA Number) (Account Number) (City, State)

(For WIRE) \_\_\_\_\_  
(Local Bank Name) (Account Title)

\_\_\_\_\_  
(ABA Number) (Account Number) (City, State)

**Correspondent Bank (if applicable):**

\_\_\_\_\_  
(Bank Name) (City) (ABA Number) (Account Number)

3. The local government investment pool monthly statements of account to:

\_\_\_\_\_  
(Attention)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State & Zip Code)

4. Changes in the above authorization shall be made by cancellation or replacement resolution delivered to the Office of the State Treasurer. Until such a replacement resolution is received by the Office of the State Treasurer, the above authorized individuals, local government demand account instructions and statement mailing address(es) shall remain in full force and effect.

5. The following schedule represents the period in which existing balances are currently expected to remain invested in the local government investment pool:

\_\_\_\_\_% 30 days or less;  
\_\_\_\_\_% more than 30 days but less than 90 days;  
\_\_\_\_\_% 90 days or longer.  
100 %

Entered at \_\_\_\_\_, Georgia this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

**NOTARY SEAL**

\_\_\_\_\_  
(Signature of Head of Governing Authority)

\_\_\_\_\_  
(Please Print or Type - Head of Governing Authority)

\_\_\_\_\_  
(Title)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
(Notary Public)

Please complete and return an original copy to:

**Georgia Fund 1**  
**Office of the State Treasurer**  
**200 Piedmont Avenue**  
**Suite 1204, West Tower**  
**Atlanta, GA 30334-5527**

**Telephone: (404) 651-8964 or (404) 656-2993**  
**Toll Free: (800) 222-6748**  
**Fax: (404) 656-9048**

***Georgia Fund 1 (local government investment pool) deposits are not guaranteed or insured by any bank, the Federal Deposit Insurance Corporation (FDIC), the Federal Reserve Board, the State of Georgia or any other agency.***

## Company Agreement for ACH Origination

THIS AGREEMENT is made on March 21, 2017 between Walker County Commissioner ("Company"), and, The Bank of LaFayette ("Financial Institution").

Company wishes to initiate Debit/Credit Entries by means of the Automated Clearing House Network pursuant to the terms of this Agreement and the rules of the National Automated Clearing House Association and Financial Institution is willing to act as an Originating Depository Financial Institution with respect to such entries.

Unless otherwise defined herein, capitalized terms shall have the meanings provided in the Rules. The term "Entries" shall have the meaning provided in the Rules and shall also mean the data received from Company hereunder from which Financial Institution prepares Entries.

NOW, THEREFORE, in consideration of the mutual promises contained herein, it is agreed as follows:

### 1. Operating Rules

(a) The Company will comply with the Operating Rules of the National Automated Clearing House Association ("NACHA"), in existence as of the date of this Agreement and as amended from time to time (herein collectively referred to as the "Rules"). The duties of the Company set forth in the following paragraphs of this Agreement in no way limit the requirements of complying with the Rules.

(b) The Company is subject to applicable U.S. law when initiating ACH transactions. This includes, among other things, that the Company is not violating the Office of Foreign Assets Control (OFAC) enforced sanctions, and is not acting on behalf of, or transmitting funds to or from any party subject to such sanctions. The Company will be held to an obligation to originate only lawful ACH entries, and is strongly encouraged to obtain Specially Designated National (SDN) and other compliance information directly from the OFAC at (800) 540-OFAC or at <http://www.treas.gov/ofac/>.

2. **Customer Authorization and Records Retention.** Before the initiation by Company of the first Credit or Debit Entry to a customer's account, the Company will obtain from each of its customers an authorization to make one or more Entries to the customer's account. Sample forms are available in the *ACH Rules* or from "Processor" upon request. In the case of Debit Entries, the Company shall provide the customer with a copy of such authorization. Such authorization shall comply with the Rules. Each Entry thereafter will be made pursuant to such authorization. Company will initiate no Entry after such authorization has been revoked or the arrangement between Company and such customer has terminated. The Company will retain the original or a copy of each notice and other document required to be given to the customer under the Rules for a period of not less than two (2) years, except that it will retain the original or a copy of each authorization for six (6) years after termination or revocation of such authorization and will, upon request of Financial Institution, furnish such original or copy to Financial Institution for any purpose authorized by the Rules.

3. **Prenotification and Rejection of Prenotification.** The Company will send prenotification that it intends to initiate an Entry or Entries to a customer's account within the time limits prescribed by the Rules. Such prenotification shall be provided to the Financial Institution in the format and on the medium prescribed by the Rules or specified by the Financial Institution in Exhibit B, which Exhibit by this reference is incorporated herein. If the Company has received notice that such prenotification has been rejected within the prescribed period by a Receiving Depository Financial Institution as defined by the Rules ("Receiving DFI"), the Company will not initiate any corresponding Entry to such customer's account until the cause for rejection has been corrected and another prenotification has been submitted and accepted within the time limits prescribed by the Rules. Failure to prenote may result in delayed settlement on the first live file.

4. **Delivery of Entry Information.** The Company will deliver each Entry or file of Entries to the Financial Institution at the address designated by the parties in the attached Company Specification Sheet, incorporated herein as Exhibit C, no later than the schedule set forth by the parties in the attached Time Specifications for File Delivery as Exhibit D. All Entry information so delivered shall be in the medium required by the Financial Institution and the format required by the Rules.

### 5. Submission and Processing of Entries.

(a) Company will, on forms provided by Financial Institution, as more fully set forth in Exhibit E, attached here to and incorporated herein, supply signatures of representatives authorized to act on behalf of Company or matters relative to Entries and requests submitted by Company.

(b) Entries will be made only to accounts held at other Participating Depository Financial institutions ('Participating DEF') as defined by the Rules.

(c) Company in Accordance with this Agreement shall initiate all Entries and in accordance with the Rules, including the section of the Rules entitled "Rights and Obligations of Companies."

(d) All entries shall be received, processed and transmitted by Financial Institution pursuant to the Rules. Financial Institution's obligation thereunder in connection with the making of Entries shall be those of an Originating Depository Financial Institution under the Rules, unless otherwise specified and provided herein

(e) The following SEC (Standard Entry Class) code will be used: PPD (Prearranged Payment and Deposit).

#### **6. Effective Entry Date for Entries.**

(a) The settlement date with respect to an Entry shall mean the business date upon which the Entry is to be debited or credited to the account of the receiver (the employee, vendor, customer, or etc.). The effective entry date may be converted to a settlement date following the effective entry date if the effective entry date falls on a Saturday, Sunday, or Holiday in which the ACH Operator is closed.

#### **(b) Important Change to Your ACH Services Contractual Agreement**

Effective September 23, 2016, The Bank of LaFayette is amending its ACH Contractual Services Agreement ("Agreement") to implement the Same Day ACH Rules that become effective on that same date. Paragraph 15 of the Agreement is revised to add to the end of that paragraph the following language:

"if a Transaction request qualifies for Same Day ACH processing in accordance with NACHA Operating Rules and is received by Bank prior to established deadlines, and the Transaction request specifies an effective entry date that is on or before the current banking date, the Transaction will be processed as a same day transaction and subject to additional fees and charges."

The current charge for Same Day ACH origination is \$2.00 per origination item in the origination file.

All other terms and conditions of your Agreement remain the same.

**7. Settlement by Company for Entries.** Company will maintain a checking account (Settlement Account) at Financial Institution with balances sufficient to offset any Entries submitted and against which any rejected Entries may be credited or debited. Financial Institution will either charge or credit Company's Settlement Account to offset any Credit or Debit Entry initiated by Company on a predetermined date, as that date is determined pursuant to paragraph 6 of this Agreement. Company will reimburse with good and collected funds in the amount required by Financial Institution if, after settlement has been made by Financial Institution, any Debit Entry is rejected or if any adjustment memorandum that relates to any such Debit Entry is received by Financial Institution. Such reimbursement will be made on the date of such rejection or Financial Institution receives memorandum.

**8. Erroneous Entry by Company.** If the Company discovers that any Entry it has initiated was in error, it may notify the Financial Institution of such error and the Financial Institution will utilize its best efforts on behalf of Company, consistent with the Rules to correct the Entry. In all such cases, it shall be the responsibility of the Company to notify its affected customers that an Entry has been made which is at variance with the customer's authorization or is otherwise erroneous. Notification of erroneous entries must comply with the security procedures and be authorized by individuals named in Exhibit E.

**9. Rejected or Returned Entry.** In the event any Entries are rejected or returned by the ACH Operator or Financial Institution for any reason whatsoever, it shall be the responsibility of the Company to remake and resubmit such Entries or otherwise to resolve the rejection or return in accordance with the Rules, provided, however, the Financial Institution shall remake such Entries in any case where rejection by the ACH was due to mishandling of such Entries by the Financial Institution and sufficient data is available to the Financial Institution to permit it to remake such Entries. The Company shall retain and provide the Financial Institution on request all information necessary to remake any files of Entries for Three (3) days after midnight to the day Entries are made to the customers account. In any other instance, Financial Institution's responsibility will be to receive rejected and returned Entries from the ACH, perform necessary processing, control and settlement functions, and to forward such Entries to the Company.

Financial Institution retains the right to reject any Entry if Company has failed to comply with its payment obligations under section 7. Financial Institution shall attempt to notify Company by phone, fax or e-mail of such rejection no later than the business day such Entry would otherwise have been transmitted by Financial Institution to

the ACH Operator. Financial Institution shall have no liability to Company by reason of the rejection of any such Entry or the fact that such notice is not given at an earlier time than that provided for herein.

**10. Representations, Warranties, and Indemnification.** With respect to each and every Entry initiated by Company, the Company represents and warrants, and will be deemed to have made the same at the time each Entry is initiated by Company, that (a) the Company has complied with all the things with respect to each Entry required by this Agreement and the Rules, (b) no warranties of an Originating Company and Originating Depository Financial Institution shall have been or shall later be breached, and (c) each Entry shall in no way violate any Federal, State or local statute of regulation pertaining to electronic fund transfers, including the Electronic Fund Transfer Act and Regulation E, and all such other laws and regulations. The Bank of LaFayette reserves the right to audit the Originator.

In the event of any breach of any of the warranties stated above or otherwise contained in this Agreement, the Company will indemnify and defend Financial Institution and hold it harmless at Company's cost and expense from and against any and all losses, claims, demands, damages, actions, including reasonable attorney's fees, expenses and costs, except for losses solely attributable to the Financial Institution's own fraudulent act or willful misconduct.

**11. Financial Institution's Responsibilities.** In the performance of the services required by this Agreement, Financial Institution shall be entitled to rely solely on the information, representations and warranties provided by Company pursuant to this Agreement, and shall not be responsible for the accuracy or completeness thereof. Financial Institution shall be responsible for its own fraudulent act or willful misconduct, but Financial Institution shall not otherwise be responsible for any action taken, allowed or omitted by or under this Agreement for anything arising therefrom, or for any liability, loss, claim or damage arising from an act of God, from delay occasioned in transit of data or processed work or from other cause of event beyond the control of Financial Institution.

Financial Institution does not make any representations or warranties with respect to the legal effect or sufficiency, under any Federal, State or Local statute or regulation or other law, of any forms, documents or other matters provided by Financial Institution from time to time in connection with this Agreement, and disclaims any expressed or implied warranties in connection therewith, including any warranties or fitness for a particular purpose or use and any warranties of merchantability.

**12. Security Procedures.** The Company is responsible to strictly establish and to maintain procedures to safeguard against unauthorized transactions. The Company warrants that no individual will be allowed to initiate transfers in the absence of proper supervision and safeguards, and agree to take reasonable steps to maintain the confidentiality of the security procedures and any passwords, codes, security devices, and related instructions provided by Company. If the Company believes or suspects that any such information has been accessed by an unauthorized individual, the Company will verbally notify The Bank of LaFayette immediately, followed by written confirmation. The occurrence of such notification will not affect any transfers made in good faith by The Bank of LaFayette prior to the notification and within a reasonable time period to prevent unauthorized transfers.

The Company is responsible for ensuring that there are adequate software and hardware security measures in place on Company's computers, flash drives, e-mails, etc. to prevent initiation of fraudulent payments. Such security measures include but are not limited to anti-virus, spyware, malware, key logger detection software, firewalls, and any other "crimeware" protection programs. The Bank of LaFayette is not responsible for any fraudulent activity due to negligence of Company regarding Company storage of files or transmission of ACH files from Company to The Bank of LaFayette.

**13. Customer's Right to Refund for Debit Entries.** Company acknowledges the right of a customer to obtain a refund of the funds debited from customer's account by such customer's sending of a notice to the Receiving Processor within sixty (60) days after customer's monthly statement is made available to customer, identifying the Entry, stating it was an error, and demanding that the amount of the Debit Entry be credited back to customer's account. Company agrees to promptly reimburse Financial Institution for all funds Company has received when customer follows the procedures described in this paragraph 12.

**14. Tapes and Records.** All magnetic tapes and related records used by Financial Institution in rendering services thereunder shall be and remain its property. Upon termination of this Agreement, Financial Institution will at Company's request make available information contained in such tapes or records then on hand. Any expenses incurred by Financial Institution in doing so will be paid by the Company.

**15. Fees.** The Financial Institution currently does not charge a fee for services rendered to the Company under this agreement however, the Financial Institution reserves the right to charge fees in the future if such fees are deemed necessary. Financial Institution will provide thirty (30) days written notice to Company if Financial Institution changes fees.

16. **Termination.** This Agreement may be terminated on thirty (30) days written notice by either party, provided that applicable portions of this Agreement shall remain in effect with respect to any Entries initiated by the Company prior to such termination followed by a ninety (90) day period to clear all returns against a reserve account if applicable. Financial Institution reserves the right to terminate this contract immediately for reasons including without limitation, Company's failure to pay or settle Entries, Company's failure to pay service fees, or Company's noncompliance to Rules or security procedures. If Company terminates the agreement without the required notice, company authorizes Financial Institution to debit Company's account for an amount equal to the Company's average monthly billing.

17. **Non-Assignment.** Company may not assign this Agreement or any of the rights or duties hereunder to any person, company or corporation without Financial Institution's written consent. The Company must provide written notification of pending acquisition or assignment sixty (60) days prior to the closing, for acceptance by the Financial Institution. Financial Institution's written consent will include a contract(s) binding the acquiring person to the terms described within this Agreement.

18. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties, supersedes all prior agreements, oral or written, and may be modified or amended only by instrument in writing signed by both parties.

19. **Debit Authorization.** The company authorizes the Financial Institution to directly charge the Company's Settlement Account for fees pursuant to paragraph 14, to Schedule A, to charge the Company's Settlement account to settle credit entries initiated pursuant to paragraph 7, and offset any debit entries initiated which are rejected or returned by the ACH pursuant to paragraph 9 and 12. The Company authorizes the Financial Institution to credit the Company's Settlement account to settle debit entries initiated pursuant to paragraph 7.

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

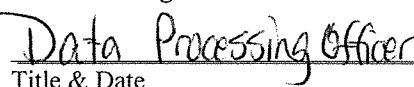
IN WITNESS WHEREOF, the parties have cause this Agreement to be duly executed at on the day and year first written above.

\_\_\_\_\_  
Company Authorized Signature

\_\_\_\_\_  
Title & Date



\_\_\_\_\_  
The Bank of LaFayette  
Authorized Signature

 3/2/11  
\_\_\_\_\_  
Title & Date

**Exhibit A**  
**Rules and Regulations**

**Manual.** The Financial Institution shall provide to the Company, at Company's request, one Current copy of the *ACH Rules* (A Complete Guide to Rules & Regulations Governing the ACH Network), as published by the National Automated Clearing House Association (NACHA). Financial Institution may charge Company the Financial Institution's cost of the manual. These rules are to apply to all entries transacted by and for the Company. Subsequent annual copies of the *ACH Rules* will be made available by the Processor upon request for a nominal fee.

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**Exhibit B**  
**ACH File Transmission**

1. **File Specifications.** Company shall deliver an ACH file in the NACHA Standard format as specified in the NACHA manual *ACH Rules*. Said format may be derived from existing software or obtained directly from the Service Provider.
2. **Delivery of File to Processor.** Company agrees to deliver to Financial Institution an ACH file in the format specified herein section 1 of Exhibit B. Company must deliver said file in a manner specified by Financial Institution. Financial institution approved delivery methods are as follows:

- a. **Secure website transmission to Processor.** A unique user code and password will be issued to the Company along with the web address of the Secure Login page.

*-or-*

**USB Flash Drive device.** The device will be provided by the Company. Devices will be returned to the Company after processing.

- b. The Company will provide, by fax to the processor, authenticating data. This authenticating data will include, but is not limited to, file effective entry date, total debit entries, total credit entries, and an Authorizing signature by a Company official as defined in Exhibit E. Said company official may be contacted by Financial Institution to ascertain file validity before file is accepted for processing. Financial Institution assumes no responsibility for file rejection due to its inability to confirm file validity. Fax authenticating data to the attention of Trena Cordell at (706) 639-3393.

The Financial Institution and Company agree to deliver ACH file in the manner specified here, Secure website transmission or USB Flash Drive device. The parties have caused this exhibit to be duly executed on the day and year first written above.

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**Exhibit C**  
**Address Specifications**

This AGREEMENT is made this March 21st, 2017, between The Bank of LaFayette, a Georgia Corporation with its principal place of business at, 101 W. Patton St., LaFayette, Georgia 30728, hereinafter referred to as "Financial Institution" and Division One Security Solutions Inc.

a Georgia corporation/company W.C. Connors Georgia

(Company Name) (State of Incorporation)

with its principal place of business at 101 S. Duke St., LaFayette, GA 30728  
hereinafter referred to as "Company". (Address)

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**Exhibit D**

### Time Specifications for File Delivery

Company shall present to the Financial Institution an ACH file in the time specifications noted below:

Credit Transactions are to be delivered on or before two business days prior to the effective entry date of the transactions contained within the file.

Debit Transactions are to be delivered on or before one business day prior to the effective entry date of the transactions within the file.

All files must be delivered to Financial Institution by 10:00 am Eastern Time on the business day as stated above for the type of transaction. USB devices are to be delivered to the Operations Center of The Bank of LaFayette, 101 W. Patton St., LaFayette, Georgia 30728, to the attention of Trenda Cordell.

\_\_\_\_\_  
Name (please print) of Company Authorized Signer

\_\_\_\_\_  
Signed

Trenda Cordell

\_\_\_\_\_  
Name (please print) of Financial Institution  
Authorized Signer

Trenda Cordell  
\_\_\_\_\_  
Signed

### Exhibit E Authorizing Signatures

The personnel listed below are duly authorized to create and transmit or deliver files:

Tabitha Cantrell  
\_\_\_\_\_  
Authorized person (please print)

Tabitha Cantrell  
\_\_\_\_\_  
Authorized signature

706-638-1437  
\_\_\_\_\_  
Company Telephone #

Sharleen G. Robinson  
\_\_\_\_\_  
Authorized person (please print)

Sharleen G. Robinson  
\_\_\_\_\_  
Authorized signature

706-638-1437  
\_\_\_\_\_  
Company Telephone #

\_\_\_\_\_  
Authorized person (please print)

\_\_\_\_\_  
Authorized signature

\_\_\_\_\_  
Company Telephone #

\_\_\_\_\_  
Authorized person (please print)

\_\_\_\_\_  
Authorized signature

\_\_\_\_\_  
Company Telephone #

\_\_\_\_\_  
Authorized person (please print)

\_\_\_\_\_  
Authorized signature

\_\_\_\_\_  
Company Telephone #

\_\_\_\_\_  
Authorized person (please print)

\_\_\_\_\_  
Authorized signature

\_\_\_\_\_  
Company Telephone #

The personnel listed above with signatures are duly authorized to create and/or sign file verifications. It is understood that files received by the Financial Institution with authorizing signatures are considered valid by the Financial Institution and will be processed accordingly. The Financial Institution accepts no responsibility for files created by terminated employees, or personnel whose authorization has been revoked by company unless company provides in writing a list of personnel revisions at least ten business days prior to revocation.



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**Exhibit F**  
**Escrow/Reserve Account**

Company must maintain a \$5,000 reserve balance to be held by the Financial Institution for the term of the contract and a period of up to 90 days after termination of contract.

Company authorizes the Financial Institution to debit the reserve account for returns and rejected items that the Financial Institution is unable to clear against the settlement account. The Financial Institution retains the right to adjust the reserve account if volumes or returns increase significantly provided notification is made to the Company 10 days prior to the effective date of the adjustment entry.

**Payroll Settlement Account**  
**For Credit ACH Origination**

Company account must have sufficient collected funds available for settlement on the effective entry date of the Credit Origination file.



## Walker County Departmental Statistics

| Department                        | Monthly Totals (2017) |      |      |      | Yearly Totals |      | Year to Date Totals |      |
|-----------------------------------|-----------------------|------|------|------|---------------|------|---------------------|------|
| Animal Shelter                    | April                 |      | May  |      | 2016          |      | 2017 YTD            |      |
|                                   | Dogs                  | Cats | Dogs | Cats | Dogs          | Cats | Dogs                | Cats |
| Adopted/Rescued/Returned to Owner | 31                    | 35   | 117  | 63   | 817           | 195  | 377                 | 175  |
| Euthanized                        | 11                    | 3    | 33   | 26   | 436           | 630  | 94                  | 50   |

| Codes Enforcement | April | May | 2016 | 2017 YTD |
|-------------------|-------|-----|------|----------|
| In Compliance     | 411   | 360 | n/a  | 771      |
| Violations        | 219   | 318 | 221  | 648      |

| Fire Department      | April | May | 2016  | 2017 YTD |
|----------------------|-------|-----|-------|----------|
| Total Responses      | 414   | 413 | 3,492 | 1,870    |
| Responses using QRVs | 310   | 324 | n/a   | 634      |

| Litter Detail | April | May    | 2016 | 2017 YTD |
|---------------|-------|--------|------|----------|
| Lbs of Trash  | 9,480 | 14,920 | n/a  | 60,680   |
| Tires         | 91    | 65     | n/a  | 428      |

| Mountain Cove Farms | April | May | 2016         | 2017 YTD |
|---------------------|-------|-----|--------------|----------|
| Total Bookings      | 31    | 15  | 162          | 79       |
| 2016 Comparable     | 16    | 9   | 44 (Jan-May) | x        |

| Public Relations            | April  | May    | 2016    | 2017 YTD |
|-----------------------------|--------|--------|---------|----------|
| Media Impressions (stories) | 45     | 57     | n/a     | 224      |
| Facebook Likes              | 302    | 305    | 0       | 2700     |
| Facebook Followers          | 305    | 296    | 0       | 2752     |
| Facebook Posts              | 53     | 63     | 0       | 258      |
| Walkerga.us Visitors        | 40,344 | 46,534 | 173,745 | 188,665  |