



**BULLOCH COUNTY
BOARD OF COMMISSIONERS**

AGENDA • JANUARY 17, 2023

Regular Meeting

Honey Bowen Building Multi-Purpose Room

8:30 AM

1 Max Lockwood Drive, Statesboro, GA 30458

I. CALL TO ORDER, WELCOME MEDIA AND VISITORS

RESOURCE PERSON/FACILITATOR: Chairman Thompson

II. INVOCATION AND PLEDGE

RESOURCE PERSON/FACILITATOR: Commissioner Rushing

III. ROLL CALL

RESOURCE PERSON/FACILITATOR: Clerk of the Board

IV. APPROVAL OF GENERAL AGENDA

RESOURCE PERSON/FACILITATOR: Chairman Thompson

V. PUBLIC COMMENTS

RESOURCE PERSON/FACILITATOR: Audience

VI. CONSENT AGENDA

RESOURCE PERSON/FACILITATOR: Chairman Thompson

1. Approve a Memorandum of Understanding by and among the Development Authority of Bulloch County and REVALYU (US) LLC
2. Approve a Tower Space Lease Agreement with Statesboro Towers, Inc.
3. Motion to enter into an agreement for Bulloch County Fire Department to use the Statesboro Fire Department Training Facilities.
4. Motion to grant a 2023 alcoholic beverage renewal license for package retail beer and wine sales to certain establishments with a current 2022 license.
5. Approve a Right-of-way Easement to Excelsior Electric Membership Corporation
6. Motion to enter into an agreement with Ogeechee Technical College for the use of the Bulloch County Correctional Institute for an Adult Education Program
7. Motion to Approve the Purchase of Three Vehicle Lifts from Meco for \$57,886.08.

8. Motion to Approve Benefits Consulting Agreement with Oakbridge Insurance

VII. NEW BUSINESS

1. Approve a Resolution to Extend a Moratorium On Selected Residential Re-Zoning Applications in Southeast Bulloch County

RESOURCE PERSON/FACILITATOR: County Attorney Jeff Akins

2. Approve a supplemental with Davenport & Company LLC or Financial Advisory Retainer Services.

RESOURCE PERSON/FACILITATOR: Chief Financial Officer Kristy King

3. Board of Commissioners July 4th, 2023 Meeting

RESOURCE PERSON/FACILITATOR: County Manager Tom Couch

VIII. COMMISSION AND STAFF COMMENTS

RESOURCE PERSON/FACILITATOR: Chairman Thompson et al

IX. EXECUTIVE SESSION (PERSONNEL AND REAL ESTATE)

RESOURCE PERSON/FACILITATOR: Chairman Thompson

X. ADJOURN

RESOURCE PERSON/FACILITATOR: Chairman Thompson

MEMORANDUM OF UNDERSTANDING

by and among

DEVELOPMENT AUTHORITY OF BULLOCH COUNTY,

a Georgia development authority, as the “Authority”

and

REVALYU (US) LLC,

a Delaware limited liability company, as the “Company”.

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Attachment: MOU with REVALYU (US) LLC (REVALYU MOU)

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this “**Agreement**”) is entered into as of the Effective Date set forth below by and among the **DEVELOPMENT AUTHORITY OF BULLOCH COUNTY** (the “**Authority**”), a development authority and public body corporate and politic duly created under the Development Authorities Law, O.C.G.A. Section 36-62-1, *et seq.*, as amended (the “**Act**”), and activated by resolution of the Board of Commissioners of Bulloch County, Georgia, and **REVALYU (US) LLC**, a Delaware limited liability company (the “**Company**”), each a “**Party**,” and collectively, the “**Parties**.” **BULLOCH COUNTY** (the “**County**”) and the **BOARD OF TAX ASSESSORS OF BULLOCH COUNTY** (the “**Board of Assessors**”) are each executing an Acknowledgement hereof attached to this Agreement in order to acknowledge its agreement to the provisions hereof which are applicable to it, but is not considered to be a Party.

1. THE PROJECT.

1.1. Description of the Project.

1.1.1. The “**Project**” is a manufacturing facility for the recycling of polyethylene terephthalate flakes for use in the production of various recycled, sustainable products. The Project is more particularly described on Schedule 1.1 attached hereto and incorporated herein by reference. The Project will be undertaken in phases (each, a “**Phase**,” and collectively, the “**Phases**”). Unless the context otherwise requires, references herein to the Project include both Phases. A Phase reference may include a number to indicate the Phase’s place in the sequence of Phases; *e.g.*, the initial Phase is Phase I. There are a maximum of two (2) Phases, including Phase I. The Company agrees to undertake and proceed with Phase I, on and subject to the terms and conditions of this Agreement. The Company’s proceeding with Phase II depends on the Company’s giving, at its option (subject to the conditions expressly set forth herein), a notice (“**Activation Notice**,” and issuing the same being, “**Activation**,” or to “**Activate**,” or “**Activating**”) with respect to such Phase that the Company elects to proceed with it, whereupon the Company shall be obligated to do so in accordance with this Agreement. Phase I shall consist of (i) land (the “**Leased Land**”), (ii) improvements, including one or more buildings, building equipment and other structures to be constructed or located on the Leased Land (the “**Phase I Improvements**”), and (iii) production and processing equipment and other assets and personal property, to be installed or located thereat, for use by the Company in its manufacturing and recycling operations at the Project (the “**Phase I Equipment**”). Phase II, if Activated, shall consist of (i) additional improvements, which may include one or more buildings, building equipment and other structures to be constructed or located on the Leased Land (collectively, the “**Phase II Improvements**,” and the Phase I Improvements and the Phase II Improvements, collectively, the “**Leased Improvements**”), and (ii) additional production and processing equipment and other assets and any necessary related personal property (collectively, the “**Phase II Equipment**,” and the Phase I Equipment and the Phase II Equipment, collectively, the “**Leased Equipment**”) to be installed or located thereat, for use by the Company in its manufacturing and recycling operations at the Project, and to expand the capacity and capabilities of the Project. The Leased Land

may sometimes be referred to herein as, the “Site,” and is described below. The Authority is currently the owner of the Site and shall provide the same to the Company, as hereinafter set forth. In connection with the issuance of the below-defined Bond, the Authority will become the owner of the Project as it then exists. The Authority will lease the Project to the Company under the below-defined Bond Lease, as described below. The Authority will finance its acquisition and leasing of the Project by issuing the Bond to the Company. There will be a single lease (*i.e.*, the Bond Lease) for Phase I and, if Phase II is Activated, Phase II. The Authority will acquire Phase I and, if Activated, Phase II, by issuing to the Company a single draw-down revenue bond (*i.e.*, the Bond). The Company may, in its discretion, give to the Authority by December 31, 2025 (“**Activation Notice Deadline**”), an Activation Notice Activating Phase II and committing the Company to proceed with Phase II, in which case, the Company will be entitled to the incentives for Phase II expressly provided for in this Agreement, provided that, (i) if the Activation Notice is not properly given by the Activation Notice Deadline, then it may not thereafter be given, and (b) the Company may not give such Activation Notice if it is in default under this Agreement or the Bond Lease.

1.1.2. The term “**Force Majeure**” shall mean the following: a general banking moratorium shall have been declared by federal or Georgia authorities, or a major financial crisis or a material disruption in commercial banking shall have occurred (but Force Majeure does not include a mere inability to obtain financing); acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders of any kind of the government of the United States of America or of the State of Georgia (the “**State**”) or any of their departments, agencies, political subdivisions or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; storms; floods; tornadoes; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accident to machinery, transmission pipes or canals; partial or entire failure of utilities; or any other event not within the control of the Company, provided that the Company demonstrates that there is no alternative means for performing under this Agreement, notwithstanding such event listed above or other event. Without limitation, increased costs alone are not sufficient to constitute Force Majeure. The Company upon claiming Force Majeure agrees, however, to use its reasonable efforts to remedy with all reasonable dispatch the cause or causes preventing the Company from carrying out its agreements; provided, that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the Company, and the Company shall not be required to make settlement of strikes, lockouts and other industrial disturbances by acceding to the demands of the opposing party or parties when such course is, in the judgment of the Company, unfavorable to the Company. For the avoidance of doubt, to the extent that the Governor of the State of Georgia at any time or from time to time hereafter issues an Executive Order declaring there to be in effect a (1) State of Emergency relating to unlawful assemblage and violence, or (2) Public Health State of Emergency relating to pandemics, and the same leads to the impossibility to perform any obligation under this Agreement that is expressly stated to be subject to Force Majeure, then riots and pandemic may be asserted as Force Majeure events.

1.1.2.1. It shall be conditions to the Company claiming the benefit of Force Majeure that, (a) the Company promptly certifies to the Authority in writing, (1) what the

event of Force Majeure is, (2) the date of the commencement and, when the event of Force Majeure has abated, the date of the abatement, of such event of Force Majeure, (3) for what obligation the benefit of Force Majeure is claimed, and (b) Force Majeure shall be the proximate cause of the non-performance of such obligation. The foregoing notwithstanding, however, (1) the Company may not claim the benefit of Force Majeure more than twice in the aggregate, (2) in no event shall Force Majeure excuse or postpone a payment obligation, and (3) in no event shall the Company claim Force Majeure in order to protect the Company against the normal risks of contracting.

1.1.2.2. The effect of Force Majeure for purposes of this Agreement shall be as specified in connection with designating an obligation herein as being subject to Force Majeure. For the avoidance of doubt, the benefit of Force Majeure may not be claimed with respect to an obligation unless this Agreement expressly designates that such obligation as being subject to Force Majeure.

1.2. Total Project Costs. ~~“Total Project Costs” include all reasonable costs, fees and expenses incurred by the Company in connection with the Project and the issuance of the Bond. The Company will be responsible for any costs of or related to the Project (including, without limitation, those related to any change orders or cost overruns) to the extent that proceeds of the Bond are not available or are not sufficient to pay such costs.~~

1.3. Closing. As used herein, the “Closing” is the event at which the Bond is issued. References herein to a “Closing Condition” are to the optional right of a Party hereto, based on a Closing Condition, to exercise a right provided herein in its favor and to avoid the Closing and terminate this Agreement as provided in Sections 5.4, and 5.5, respectively, below. In connection with the issuance of the Bond, the Parties hereto, prior to Closing, will also enter into an Economic Development Agreement (the “EDA”) to reflect any amendments hereto agreed to prior to Closing (or to reflect that there are no such amendments).

1.4. The Site.

1.4.1. Survey. The Authority currently owns the Site, which consists of approximately 43 acres known as the “Gateway II Riggs Rail Site,” and is located within the Authority’s “Gateway Regional Industrial Park” (the “Park”) on Gateway Boulevard in the County. The Site is more particularly described and depicted on Schedule 1.4.1 attached hereto and incorporated herein by reference. Schedule 1.4.1 contains a copy of a preliminary new ALTA/NPS survey of the Site (the “Preliminary Survey”) and a legal description of the Site prepared based on the Preliminary Survey. Subject to such additional title and survey work as the Company may deem necessary, the Preliminary Survey, as and if modified by any additional title and survey work performed prior to Closing, shall be deemed the “Survey,” a legal description of the Site shall be prepared based on it (if there has been any additional title and survey work), and the Survey and such legal description shall be used for purposes of this Agreement and the below-defined Definitive Documents, provided, that it shall be a Closing Condition in favor of each of the Parties that it be satisfied with such Survey and such legal description. All costs relating to the Preliminary Survey or the Survey shall be borne by the Company.

1.4.2. Site Consideration. At Closing, the Company shall enter into the Bond Lease with the Authority, and the Authority shall grant the below-defined Option Agreement to the Company. In consideration thereof, the Company shall pay to the Authority at Closing the sum of **ONE MILLION FIVE HUNDRED FORTY-FIVE THOUSAND AND NO/100 DOLLARS (\$1,545,000.00)** (the “**Site Consideration**”). The Site Consideration shall be non-refundable regardless of whether or not the Company exercises the below-defined Purchase Option to acquire title to the Site and the remainder of the Project pursuant to the Option Agreement. Each Party represents and warrants to the other that it has not dealt with any broker regarding the Site or the transaction contemplated by this Agreement.

1.5. Site Due Diligence.

1.5.1. Site Due Diligence. Upon full execution and delivery of this Agreement by the Parties, the Authority hereby grants to the Company a license and right of entry to enter the Site at reasonable times prior to the Closing to inspect and perform the due diligence provided for in this Section 1.5 and any other due diligence tests, reports or activities reasonably necessary as part of the Company’s due diligence. In the event this Agreement terminates prior to the Closing, the Company shall repair any damage to the Site caused by such due diligence. The Company hereby covenants and agrees to indemnify, and hold the County and the Authority, and their respective officials, members, officers, employees and representatives, harmless from any loss, liability, costs, claims, damages, demands, actions, causes of action and suits caused by the exercise of the Company’s rights under this Section, provided that if a court of competent jurisdiction determines that any of the provisions of this Section violate O.C.G.A. § 13-8-2, the indemnity contained in this Section shall not extend to any indemnification which is prohibited by O.C.G.A. § 13-8-2. The indemnity contained herein shall expressly survive the Closing and the expiration or termination of this Agreement or the Bond Lease.

1.5.2. Title. The Authority has provided (or will provide within thirty (30) days of the execution and delivery of this Agreement by both Parties) the Company with a copy of a title insurance commitment (“**Title Commitment**”) covering the Site in favor of the Company from a reputable, national title insurance company (the “**Title Company**”) and copies of all exceptions to title. The Company’s reasonable satisfaction with the title to the Site shall be a Closing Condition in favor of the Company. The Company shall be responsible for any costs of the Title Commitment and for obtaining at its own expense any policy of title insurance that it may desire.

1.5.3. Environmental. The Company may, at its option and expense, conduct a Phase I environmental site assessment of the Site. The Company may, at its own option and expense, conduct a Phase II environmental site assessment, if in its opinion, the need or recommendation for same is indicated by the Phase I environmental site assessment, insofar as the Site is concerned. The Company’s satisfaction with such assessment(s) and the environmental condition of the Site (including without limitation, the results of any Phase II environmental site assessment) shall be a Closing Condition in favor of the Company. If the Company does not terminate this Agreement under such Closing Condition, then it shall accept the Site in its environmental condition “**AS IS,**” and the

Company hereby waives and releases any and all claims and causes of action that the Company could otherwise assert against the County, the Authority, and their respective officials, members, officers, employees and representatives.

1.6. Right of Early Entry and Interim Lease Agreement. Coincident with the execution of this Agreement, the Company and the Authority shall, if requested by either such Party, execute a Right of Early Entry and Interim Lease Agreement (the “Access Agreement”) granting a temporary license to the Company to (i) enter the Site from the Effective Date hereof until (a) March 31, 2023, or (b) Closing, whichever occurs first, to perform testing and preparatory activities, and to commence construction activities for the Project, subject to such reasonable limitations, and other terms and provisions, as set forth in the Access Agreement. The Access Agreement will be prepared by counsel to the Authority but must be reasonably satisfactory to both Parties. It shall be a Closing Condition in favor of each Party that the Access Agreement, if requested, be prepared, and be satisfactory to it, no later than January 18, 2023. Without limitation, upon the expiration or termination of either this Agreement or the Access Agreement, if the Closing has not occurred or is not occurring simultaneously therewith, the Company shall restore the Site to a condition substantially the same as that existing as of the Effective Date of this Agreement, and such obligation shall survive such expiration or termination.

1.7. Development of the Project.

1.7.1. Utilities. The Company’s ability to acquire governmental approvals or permits to allow for actual delivery of adequate water, sewer facilities, natural gas, telecommunications, fiber or electricity by acceptable providers, and to obtain such utilities in quantities and at pressures which are acceptable to the Company in its sole discretion, shall each be a Closing Condition in favor of the Company.

1.7.2. Design, Construction and Installation. The Company will be responsible for the design, construction and installation of the Leased Improvements for the Project. Without limitation, the Company will select the contractor (“Contractor”) for such construction and enter into an agreement, as principal and not as agent of the Authority, with the Contractor for such construction of the Leased Improvements. The Leased Improvements shall be constructed and installed in compliance with all applicable laws, including, without limitation, applicable zoning laws, building codes, environmental laws and other restrictions.

1.7.3. Equipment. The Company will be responsible for the acquisition and installation of the Leased Equipment for the Project, including, without limitation, payments of the costs thereof. The Bond Lease will provide for the Company to convey title to its Leased Equipment to the Authority from time to time by one or more bills of sale as the items of the Leased Equipment are acquired and installed at the Site.

1.7.4. Permitted Encumbrances. Without limitation, the Company shall keep the Project free and clear of all liens and encumbrances, except for Permitted Encumbrances (defined below), and shall in any event indemnify, hold harmless and defend the Authority and the County and their respective officials, members, officers, employees and representatives from any claim, liability or loss arising out of or related to any such lien or

encumbrance, including, without limitation, Permitted Encumbrances, provided that if a court of competent jurisdiction determines that any of the provisions of this Section violate O.C.G.A. §13-8-2, the indemnity contained in this Section shall not extend to any matter for which indemnification is prohibited by O.C.G.A. §13-8-2. Said indemnity shall survive the expiration or earlier termination of this Agreement and the Bond Lease. As used herein, “**Permitted Encumbrances**” shall be defined as the Definitive Documents, any liens, encumbrances or exceptions identified in the Title Commitment or any resulting title policy or in the Survey, and any liens, encumbrances or exceptions otherwise specified in this Agreement as being acceptable or defined as such in, or as otherwise permitted by, the Bond Lease. Without limitation, that certain “declaration of covenants,” affecting the Site and recorded in the County’s real estate records, shall be included in the Permitted Encumbrances. The EDA shall provide for any changes to the definition of Permitted Encumbrances in this Agreement that may be necessary so that they are consistent with the definition of such term in the Bond Lease.

1.8. Indemnity by the Company. The Company shall indemnify, hold harmless and defend the Authority and the County and their respective officials, members, officers, employees and representatives from and against any and all loss, liabilities and claims (including, without limitation, liens and encumbrances resulting from construction and installation activities) that may arise out of or relate to: (a) any act or omission by or attributable to the Company or its vendors, contractors or subcontractors, agents, employees or representatives, related to the Project, including, without limitation, any of same related to the Access Agreement; or (b) this transaction, including the Bond or the issuance thereof, or the ownership or operation of the Project or any Phase thereof, provided that if a court of competent jurisdiction determines that any of the provisions of this Section violate O.C.G.A. §13-8-2, the indemnity contained in this Section shall not extend to any matter for which indemnification is prohibited by O.C.G.A. §13-8-2. Said indemnity shall survive the expiration or earlier termination of this Agreement and the Bond Lease.

1.9. Year 1. For all purposes of this Agreement, including, without limitation, any Schedules and “Exhibits” hereto, “**Year 1**” is respectively defined for each Phase as follows:

1.9.1. For Phase I, its Year 1 shall be the first calendar year after all of the following has occurred, but in no event later than 2025: (i) the Closing has occurred, and (ii) Phase I or any portion thereof has commenced commercial operations.

1.9.2. For Phase II, its Year 1 shall be the first calendar year after all of the following has occurred, but in no event later than 2028: (i) the Activation Notice has been given, (ii) the first draw has been made on the Bond for the purpose of the Authority’s acquiring Phase II, and (ii) and Phase II or any portion thereof has commenced commercial operations.

1.9.3. The attainment of Year 1 for any Phase by its respective outside date is hereby designated as being subject to Force Majeure. If Force Majeure is claimed as provided herein, then such outside date shall be extended by the period of the event of Force Majeure, provided, that in no event, regardless of the period of any event of Force Majeure and regardless of the cumulative effect of any number of events of Force Majeure,

shall the outside year for Phase I's Year 1 to begin be extended beyond 2026, or, if Phase II is undertaken, the outside year for Phase II's Year 1 to begin be extended beyond 2029.

1.9.4. For the avoidance of doubt, with respect to property comprising any Phase of the Project financed by the Bond, there shall be no *ad valorem* taxes or payments in lieu of taxes for tax years in the construction period for such Phase. The "construction period" for Phase I of the Project shall be limited to calendar years, if any, that are both after the Closing and before the year after the year in which Phase I or any portion thereof has been placed in service, but ending no later than the year before the Year 1 for Phase I. The construction period for Phase II of the Project shall be limited to calendar years, if any, that are both after the Activation Notice has been given and before the year after the year in which Phase II or any portion thereof has been placed in service, but ending no later than the year before the Year 1 for Phase II.

1.9.5. "Year," as used herein, refers to years in a Phase following its Year 1, in sequence and numbered as appropriate.

2. FINANCING OF THE PROJECT.

2.1. Bond. In order to establish the bond-financed sale-leaseback structure that is necessary for the provision of certain of the incentives contemplated herein, including, without limitation, ad valorem property tax savings for the Project, the Authority will issue the Authority's revenue bond (the "**Bond**") to the Company. The Bond will be issued as a single draw-down revenue bond authorized by a resolution adopted by the Authority (the "**Bond Resolution**"). The Authority will hold legal title to all of the Project. The Company may acquire legal title to the Project or any portion thereof, as provided herein.

2.2. Maximum Principal Amount of Bond. Without limitation, the Maximum Principal Amount (defined below) of the Bond shall in the aggregate accommodate Total Project Costs for the Project. Such accommodation shall be made through structuring the Bond as a single draw-down revenue bond in an appropriate maximum principal amount, now estimated at \$100,000,000 (the "**Maximum Principal Amount**"), of which \$50,000,000 is reserved for and may be drawn for the Authority to acquire Phase I, and \$50,000,000 is reserved for and may be drawn for the Authority to acquire Phase II.

2.3. Transaction Costs. The Company shall be responsible for the transactional costs of the issuance of the Bond. Such transaction costs include, without limitation: (i) reasonable legal fees and disbursements of Authority's Bond Counsel, related to the preparation and execution of this Agreement and the issuance of the Bond and preparation of transcripts; (ii) the reasonable fees and disbursements of the Authority's Issuer's Counsel related to the validation of the Bond and the closing of the issuance of the Bond; (iii) the court costs relating to validation of the Bond and recording and filing fees; and (iv) the Authority's financing fee equal to 1/8 of 1% of the Maximum Principal Amount of the Bond, which shall be payable in full to the Authority at Closing.

2.4. Tax Status of the Bond. The interest on the Bond contemplated by this Agreement will not be exempt from federal income taxation.

2.5. Roles of Counsel. The law firm of Seyfarth Shaw LLP, Atlanta, Georgia, as counsel to the Authority, shall serve as the Authority's Bond Counsel in connection with the Project, the issuance of the Bond and this Agreement. The law firm of Taulbee, Rushing, Snipes, Marsh & Hodgins, LLC shall serve as the Authority's Issuer's Counsel in connection with the issuance of the Bond and this Agreement. The law firm of Smith, Gambrell & Russell, LLP shall serve as the Company's Counsel in connection with the Project, the issuance of the Bond and this Agreement.

2.6. Repayment of the Bond. The Company shall be responsible for the repayment of the Bond. Without limitation, the Bond shall not be a general obligation of the Authority, but shall be a special and limited obligation payable solely from the payments received under the Bond Lease and other pledged security. Neither the Authority, the County, the State nor any other public body shall have any obligation or liability for repayment of the Bond.

2.7. The Bond Lease. The Authority and the Company shall enter into a lease (the "**Bond Lease**") at the Closing. Pursuant to the Bond Lease, the Authority will lease the Project to the Company. The Bond Lease shall contain terms and provisions substantially of the type normally included in bond leases between governmental "conduit" bond issuers and users of bond-financed property. The Bond Lease will be a triple net type lease. The Bond Lease shall have a term (the "**Term**") sufficient to accommodate the Savings Schedule, provided, that the Term shall be structured to be comprised of intervals, each of less than five (5) years, and each of which shall automatically renew for the next interval unless notice of non-renewal is given by the Company.

2.8. Purchase Option. The Authority, by a separate agreement (the "**Option Agreement**"), which is one of the Definitive Documents, shall grant the option to purchase the Project or any portion thereof ("**Purchase Option**") to the Company as contemplated in Section 2.1, above, to the extent that the Authority holds title thereto at the time, exercisable for (i) an option exercise price of \$10; (ii) plus any other amounts due to the Authority that must be paid at such time by the Company; and (iii) if the Bond has not theretofore been retired, the Company shall cause the Bond to be retired or cancelled.

2.9. Definitive Documents. The term "**Definitive Documents**" means and includes the Bond, the Bond Resolution, the Bond Lease, the Option Agreement, the EDA, the bond purchase loan agreement, and any other related documents necessary to implement the transaction described herein. The Definitive Documents shall be prepared by Bond Counsel and shall be subject to the approval of the Authority, the Company and the legal counsel thereof. The Parties agree to negotiate in good faith to establish the terms and conditions to be included in the Definitive Documents. It shall be a Closing Condition in favor of each of the Company and the Authority that they reach an agreement on such terms and conditions that are applicable to each of them.

2.10. Transfers.

2.10.1. The rights and benefits of the Company under this Agreement may not be transferred and assigned by the Company, in whole or in part, prior to Closing, except to an Affiliate (defined below) of the Company.

2.10.2. Except as expressly provided in this Section or elsewhere in this Agreement, after the Closing the Company may not, without the prior written consent of

the Authority, (a) transfer its interest in the Project, or (b) assign its interests and rights under the Bond Lease or other Definitive Documents or sublease any part of the Project. The foregoing shall not be construed to impose any restriction on the transfer of equity interests in the Company.

2.10.3. The Company, as the Company under the Bond Lease, may sublease (or lease, to the extent that a leasing continues beyond the Term) the Project as a whole or in portions, provided, that (a) any such transaction outside of the ordinary course of the Company's business shall be subject to prior approval by the Authority, as the Authority, which may not unreasonably be withheld, conditioned or delayed, and (b) in the case of all transactions, the sublease is expressly subject and subordinate to the Bond Lease, and that the Company is not released from its obligations under the Bond Lease.

2.10.4. The Company may assign the Bond Lease and the other Definitive Documents without the consent of the Authority, but upon prior or contemporaneous notice to the Authority, in the event that, (a) (i) the Company expressly agrees, by written instrument in form and substance reasonably satisfactory to the Authority, to remain obligated for all obligations and liabilities thereunder, whether incurred before, as of, or after such assignment, and to maintain its legal existence and solvency, provided that clause (b) of Section 2.10.5, below must be satisfied, and, (ii) the assignee is solvent, after giving effect to such transaction, and expressly assumes in writing and agrees to pay and to perform all of the Company's obligations and liabilities thereunder, whether incurred before, as of, or after such assignment, or (b) the Company consolidates with or merges into another domestic entity or permits one or more domestic legal entities to consolidate with or merge into it or the Company transfers or conveys all or substantially all of its assets to another domestic legal entity, but only on the condition that, either, (i) if the Company is the transferee or surviving entity, then the Company expressly agrees, by written instrument in form and substance reasonably satisfactory to the Authority, to remain obligated for all obligations and liabilities thereunder, whether incurred before, as of, or after such assignment, and is solvent, after giving effect to such transaction, and agrees to maintain its legal existence and solvency, and, (ii) if the Company is not the transferee or surviving entity, then the transferee or surviving entity shall be solvent, after giving effect to the transaction, and shall expressly assume in writing and agree to pay and to perform all of the Company's obligations and liabilities thereunder, whether incurred before, as of, or after such transaction.

2.10.5. The Company may assign its interest in the Project, and the Bond Lease and the other Definitive Documents, pursuant to an Exempt Assignment (defined below) without the approval of the Authority, but upon prior or contemporaneous notice to the Authority; provided that, (a) any assignee of the Company shall agree to fully and unconditionally assume all obligations of the Company arising under such Bond Lease and such other Definitive Documents, including, without limitation, all indemnity provisions contained in the Bond Lease and the other Definitive Documents, and (b) the assignor and assignee must first receive prior written confirmation from the Authority that the Authority is satisfied that the Company will have the financial capability thereafter to satisfy, and will continue to satisfy, its continuing indemnification and other obligations; without

limitation, the Authority may condition its satisfaction with such financial capability upon the Company providing surety satisfactory to the Authority.

2.10.6. Any provision hereof to the contrary notwithstanding, any assignment by the Company of any interest in this Agreement, the Project, the Bond Lease or the other Definitive Documents shall be further subject to the following conditions:

2.10.6.1. If the Authority should, in a writing approved by a resolution of the Authority, consent to an assignment, then the Authority in such consent may agree to release the assignor from all liabilities and obligations accruing under the assigned documents or instruments after the effective date of such assignment;

2.10.6.2. The assignor shall, within fifteen (15) days after the delivery thereof, furnish or cause to be furnished to the Authority and (after the issuance of the Bond) to the holder of the Bond a true and complete copy of each such assignment, together with any instrument of assumption; and

2.10.6.3. An assignee of the interest of the Company under the Bond Lease must also be the holder of the Bond and the assignee of the Company's interest under the other Definitive Documents. A pledgee of the interest of the Company under the Bond Lease must also be the pledgee of the Bond and the pledgee of the Company's interest under the other Definitive Documents. An assignee must assume all obligations of the Company under the assigned instruments and documents. In the event a pledgee shall ever become the owner of the rights and interests of the Company under the pledged instruments and documents by reason of judicial foreclosure, nonjudicial sale under power or other proceedings brought by the pledgee to enforce its rights thereunder, or through any other means or manner in connection therewith, the pledgee shall assume all obligations and responsibilities of the Company thereunder arising from and after the date it becomes the owner.

2.10.7. An "Exempt Assignment" means any of the following assignments:

2.10.7.1. A pledge pursuant to any bona fide mortgage or leasehold mortgage;

2.10.7.2. The acquisition by any mortgagee or leasehold mortgagee or its designee of the leasehold interest through the exercise of any right or remedy of such mortgagee or leasehold mortgagee under a bona fide mortgage or leasehold mortgage, including any assignment of the leasehold interest to a mortgagee or the leasehold mortgagee or its designee made in lieu of foreclosure;

2.10.7.3. Any foreclosure sale by any mortgagee or leasehold mortgagee pursuant to any power of sale contained in a bona fide mortgage or leasehold mortgage;

2.10.7.4. Any sale or assignment of the leasehold interest by any mortgagee or leasehold mortgagee (or its designee) which has acquired the leasehold interest by means of any transaction described above; and

2.10.7.5. Any sale or assignment of the leasehold interest to any person or entity

if, (1) the financial condition of the proposed assignee is satisfactory to the Authority, and (2) the proposed assignee possesses experience for the operation of the Project that is satisfactory to the Authority.

2.10.8. As used herein, “Affiliate” means any person or entity (as used herein “entity” includes, without limitation, any public body) that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with, a specified person or entity. Without limitation, “control” of the other person or entity is deemed to exist if a person or entity possesses, directly or indirectly, the power: (A) to vote 10% or more of the voting securities of such other person or entity (on a fully diluted basis) having ordinary power to vote in the election of the governing body of such other person or entity, or (B) to direct or cause the direction of the management or policies of the other person or entity, whether through the ownership of voting securities, by contract or otherwise.

2.10.9. The EDA shall provide for any changes to the above provisions of this ~~Section 2.10 that may be necessary so that they are consistent with the transfer provisions in the~~ Bond Lease.

2.10.10. Loan Documents. Any senior security deed, subordination agreement and/or any other document or instrument that is requested or required by any Lender (defined below), requested of the Authority by the Company, consented to by the holder of the Bond, and approved by the Chairman of the Authority (provided that the same is nonrecourse to the Authority except that recourse may be had to its interest in the Project other than its Unassigned Rights, as defined in the Bond Lease) may be executed and delivered by the appropriate officers of the Authority, and may include such changes, corrections, completions, deletions, insertions, variations, additions, or omissions to the related Definitive Documents that are consistent with the intent and purpose of the Bond Resolution and are approved by the Chairman of the Authority; such consistency and approval shall be conclusively evidenced by the Chairman’s execution of each such document or instrument. Any such senior deed to secure debt, subordination agreement or other document or instrument shall be prepared at the expense of the Company and reviewed by Authority’s counsel at the expense of the Company and shall be subject to the approval by the Chairman of the Authority. The foregoing and any other provision hereof or of any Loan Document (defined below) to the contrary notwithstanding, the Authority’s only liability under any such senior deed to secure debt, subordination agreement, or other document or instrument shall be limited to recourse to the Authority’s interest in the Project, and in no event shall the Authority’s Unassigned Rights or its rights under the EDA and this Agreement be assigned, pledged or subordinated. “Lender” means any financial institution or other bona fide lender which has made a loan to the Company with respect to the Project, its successors and assigns, and “Loan Documents,” means the documents and instruments evidencing and securing such loan.

2.11. Statutory Compliance; Permitted Uses. The Act requires, and the Bond Lease will provide, that the Company must operate the Project at all times as a “project” permitted by the Act, and the Bond Lease will further provide that the permitted uses of the Project are restricted to those that are described in the Project description provided for on Schedule 1.1 hereto.

3. INCENTIVES TO BE PROVIDED.

3.1. Purpose of Incentives. In order to induce the Company to locate the Project at the Site in the County, the following economic inducements will be provided for the Project by the Authority.

3.2. Site; Land Discount. The Authority shall provide the Site to the Company through the Bond Lease. Further, in consideration of the Company locating the Project in the County and the related job creation and capital investment by the Company, the Authority shall grant the Company the Purchase Option. The Parties hereby acknowledge that the Site Consideration to be paid by the Company pursuant to this Agreement has been discounted by the Authority from \$2,150,000 to \$1,545,000, which will result in cost savings to the Company of \$605,000. The Parties acknowledge that the portion of such Site Consideration cost savings attributable to Phase II, is \$250,000, and the Company agrees that if it does not give an Activation Notice for Phase II by the Activation Notice Deadline, the Company shall immediately pay \$250,000 to the Authority, and thereafter the amount that shall be used as the Site Consideration cost savings element in calculating any future Recovery Payments (defined below) shall be fixed at \$355,000. In determining the amount of the Site Consideration payable, the Authority has taken into account the total consideration being received by the Authority in consequence of the Project, not just the Site Consideration, including, without limitation, the Project's anticipated generation of jobs and additional investment within the Authority's area of operations, and the public revenues flowing therefrom. The Authority has found and determined, and hereby finds and determines, that the interests of the public in such transaction are protected by this Agreement, including its requirements relating to Recovery Payments, and that such total consideration will be equal to or greater than the benefits to be derived by the Company hereunder; therefore, such benefits do not violate the prohibition in the Georgia Constitution on the payment by public bodies of gratuities to private sector persons.

3.3. Concierge Services. The Authority will provide reasonable (as determined by the Authority) "concierge services" to assist the Company with setting up utilities, obtaining permitting, and other Project needs.

3.4. Permitting. The Company shall apply for, and use its best efforts to obtain, all permits, licenses, authorizations, and approvals required by all governmental authorities in connection with the acquisition, construction, installation, equipping, operation, and use of the Project. As provided in Section 3.5 above, the Authority shall reasonably assist the Company with navigating the local permitting process. It shall be a Closing Condition in favor of the Company that it shall have obtained all such permits, licenses, authorizations, and approvals required by all governmental authorities to the extent available at the time of Closing.

3.5. Private Training. The Authority shall at its expense, if the Company so requests, assist the Company in obtaining training for the Company's employees working at the Project, with the costs thereof to the Authority not to exceed \$49,000. This incentive shall be limited to training available at and provided by Ogeechee Technical College. Such training is in addition to such employee training as may be provided by the State pursuant to its "Quick Start" program, which is outside the scope of this Agreement.

3.6. Temporary Office. If the Company so requests, the Authority shall at its expense provide to the Company temporary office space during the construction period for any Phase of the Project, the number of square feet thereof to be reasonably determined by the Authority, but with the costs thereof to the Authority not to exceed \$12,000. If the Company requests that the Authority provide temporary office space to the Company under this Section, the Authority shall use commercially reasonable efforts to provide such temporary office space at a location that is convenient to the Site, as reasonably determined by the Authority.

3.7. Statutory Tax Credits: Jobs Tax Credit. The Company shall be entitled to claim the Jobs Tax Credit in accordance with and subject to applicable law. This incentive, subject to applicable law and regulations, shall include a tax credit that may be applied against the Company's Georgia income tax liability.

3.8. Ad Valorem Tax Savings.

3.8.1. Basis for Savings. Under the Act, under which the Authority was created and exists, the Authority pays no tax on its interest in the property comprising the Project. The Parties agree that the Bond Lease shall be structured, and shall incorporate the restrictions on use set forth in this Agreement and to be set forth in the Bond Lease, so that the Company's leasehold interest in the Project is a mere usufruct, or, as to personal property, a nontaxable bailment for hire, and not a taxable estate for years. Thus, while the Bond Lease is in effect, the Company shall pay no actual taxes on its leasehold interest in the Project. However, the Company agrees that in consideration of the Bond Lease structure and other benefits, it shall make payments in lieu of taxes as provided on Schedule 3.8.1 attached hereto and incorporated herein by reference (the "**Savings Schedule**"). Such payments in lieu of taxes are described and are and defined as "**County PILOTs**," "**School PILOTs**" and "**Fire PILOTs**," respectively, in such Schedule, and may be referred to collectively as "**PILOTs**." The Company shall pay, (a) normal *ad valorem* property taxes with respect to property it owns which is not titled to the Authority in connection with the issuance of the Bond, and (b) payments in lieu of taxes equivalent to 100% of normal taxes on the amount (hard costs and soft costs) of investment in any Phase of the Project in excess of the portion of the Maximum Principal Amount reserved for such Phase.

3.8.2. Reversion to Normal Taxability. If the Purchase Option is exercised upon termination of the Bond Lease or earlier, in whole or in part, or if the Bond Lease is otherwise terminated or expires, the Project will be taxable according to normal *ad valorem* property taxation rules that are applicable to privately-owned property.

3.8.3. Procedures.

3.8.3.1. Procedures. In order to determine the amount of PILOTs payable pursuant to this Agreement, the Board of Assessors shall (i) determine the assessed value of the Project as though legal title to it were held by the Company, and notify the Authority thereof, and (ii) determine what taxes would be payable if the Company held legal title to the Project, and notify the Authority thereof. The Authority shall then calculate the amount of PILOTs payable by the Company with respect thereto pursuant to this Agreement, and shall invoice the Company therefor. Such public bodies shall coordinate such procedures

with general procedures applicable to the payment of normal property taxes, such that, for example, the Authority shall mail such invoice at the time tax bills are normally mailed for the relevant tax year. Likewise, the Company shall pay by separate check to the Authority, on or before the date set for the payment of *ad valorem* property taxes in the County generally, an amount equal to the PILOTs due for such year as so calculated. Should the Company fail to pay the PILOTs required by this Agreement at the times and in the manner provided for in this Agreement, the Company shall be obligated to pay to the Authority, in addition to such PILOTs, an amount that shall be equal to the penalties and interest that would be assessed against the Company if such PILOTs were delinquent *ad valorem* taxes, which shall be collected and distributed as provided herein for PILOTs. The Authority shall notify the Company of any such penalties and interest. The Authority shall have all of the rights and remedies related to payments in lieu of taxes, interest and penalties, as the Tax Commissioner of Bulloch County would have in the case of delinquent *ad valorem* taxes, and at the Authority's request, such Tax Commissioner may place and enforce tax liens on the Project to secure the payments of such PILOTs, penalties and interest. Likewise, the Company shall have all of the same rights and remedies as it would have in the case of a dispute over *ad valorem* property taxes, including, without limitation, the right to dispute the valuation used by the Board of Assessors. Without limitation, the Authority, the Board of Assessors and the Company agree that the Company shall have the right of arbitration provided in O.C.G.A. Sec. 48-5-311(f) and the right of appeal to the Superior Court provided in O.C.G.A. Sec. 48-5-311(g). The Company's obligation to pay the PILOTs and other payments in lieu of taxes, and any related interest and penalties, shall be obligations to the Authority, who upon receipt shall disburse them to each taxing authority as though they were payments of normal taxes, or any related interest and penalties.

3.8.4. Board of Assessors. The provisions of this Agreement relative to the assessment and taxability of the Project for *ad valorem* property tax purposes shall be the obligation and responsibility of the Board of Assessors and not of the Authority or the County. By its Acknowledgement, the Board of Assessors is joining in this Agreement to acknowledge that this Agreement is consistent with applicable requirements and that the Board of Assessors intends and agrees to classify, for taxation purposes, the Company's interest in the Project under the Bond Lease as contemplated in this Agreement. It shall be a Closing Condition in favor of both the Authority and the Company that the validation order for the Bond becomes final by March 15, 2023, and specifically adjudge that the Company has no taxable interest in the Project, as contemplated in this Agreement. Nonetheless, the Parties acknowledge that the Authority has no control over the administration of the property tax laws of the State and shall have no responsibility for adherence by the taxing authorities to such validation order. Rather, the Company shall indemnify, hold harmless and defend the Authority, its members, directors, officers, employees, and representatives from and against any claim, liability or loss related to the imposition of property taxes, assessments or other charges on the Project, provided that if a court of competent jurisdiction determines that any of the provisions of this Section violate O.C.G.A. §13-8-2, the indemnity contained in this Section shall not extend to any matter for which indemnification is prohibited by O.C.G.A. §13-8-2. Said indemnity shall survive the expiration or earlier termination of this Agreement, the Closing, and the Bond Lease.

3.9. Acknowledgment: Intergovernmental Agreement. By execution of its Acknowledgment hereto, the Board of Assessors agrees to all of the provisions hereof applicable to it. This Agreement and such Acknowledgment shall collectively constitute an intergovernmental agreement under the Georgia Constitution Art. IX, Sec. III, Para. I between the Authority and the Board of Assessors. Such intergovernmental agreement is subject to the 50-year term limit contained in such provision of the Georgia Constitution, but shall expire earlier upon its complete performance.

4. INVESTMENT GOALS.

4.1. Inducement. The Company agrees to locate the Project in the County at the Site, within the jurisdiction of the Authority, provided, that nothing herein contained shall obligate the Company to make any particular level of investment or create any particular level of jobs. Rather, the Company's responsibilities regarding such matters shall be governed exclusively by the provisions hereof relating to Recovery Payments (provided for in Section 4.7, below). The Company's foregoing agreement to locate the Project in the County at the Site, is based, in part, on the incentives being provided by the Authority in connection with the Bond Lease and this Agreement. Such incentives are being provided to induce the Company to locate the Project in the County at the Site, with attendant job creation on the part of the Company, and accompanying investment by the Company, all of which constitutes valuable, non-cash consideration to the Authority and the citizens of the County and of the State. The Parties acknowledge that the incentives provided for in this Agreement serve a public purpose through the job creation and investment generation represented by the Project. The Parties further acknowledge that the cost/benefit requirements applicable to the Authority in the course of providing such incentives dictate that some measure of recovery must be applied in the event that the anticipated jobs and investment do not for any reason fully materialize, and such measure of recovery is set forth in Schedule 4 attached hereto and incorporated herein by reference.

4.2. Jobs Goal. For the Performance Period (defined below), as provided on the Goals Table ("Goals Table") included on the "Incentives Schedule" attached as Schedule 4 hereto, and with respect to the incentives covered by the Incentives Table, the Company shall have the goal of providing not fewer than the number of new full-time jobs at the Project specified on the Goals Table as the applicable Jobs Goal (the goal applicable in any particular year being the "Jobs Goal" for such year). For purposes of this Agreement, the number of new "full-time jobs" shall be defined and determined, from time to time, as provided on Schedule 4.2 attached hereto and incorporated herein by reference. Schedule 4.2 also determines how the number of full-time jobs shall be calculated.

4.3. Jobs Shortfall Percentage. If, for any year in the Performance Period, the number of full-time jobs at the Project is less than the Jobs Goal that is applicable to such year, the actual number of such full-time jobs shall be subtracted from the applicable Jobs Goal to obtain the "Jobs Shortfall." The number of jobs constituting the Jobs Shortfall shall be divided by the applicable Jobs Goal and converted to a percentage to determine the "Jobs Shortfall Percentage" for such year. If there is no shortfall, such percentage shall be 0%.

4.4. Investment Goal. For purposes of the incentives covered by the Incentives Table, the Company shall have an "Investment Goal" of the Company having invested, in the aggregate,

in the Project in each year of the Performance Period the amount for such year specified on the Goals Table as the applicable Investment Goal (the goal applicable in any particular year, the “**Investment Goal**”). For purposes of the Investment Goal the investment at the Project shall be calculated on a cumulative basis from the date hereof to the end of each year of the Performance Period. Schedule 4.4 attached hereto and incorporated herein by reference provides rules that shall apply to satisfying the Investment Goal.

4.5. Investment Shortfall Percentage. If, for any year in the Performance Period, the cumulative amount of capital investment by the Company in the Project from the date hereof is less than the Investment Goal that is applicable to such year, then the actual amount of such investment shall be subtracted from the applicable Investment Goal to obtain the “**Investment Shortfall**.” The amount of investment constituting the Investment Shortfall shall be divided by the applicable Investment Goal and converted to a percentage to determine the “**Investment Shortfall Percentage**.” If there is no shortfall, such percentage shall be 0%.

4.6. Annual Report. On or before February 1 of each year following a calendar year that is in the Performance Period, the Company shall provide to the Authority an annual report for the preceding calendar year which shall include a Jobs Report and an Investment Report, as described below (each an “**Annual Report**”). Each Annual Report shall be in substantially the form of Schedule 4.6 attached hereto and incorporated herein by reference, as revised for the matters being reported.

4.6.1. Jobs Report. The Jobs Report shall contain a statement as to the full-time jobs at the Project for the immediately preceding year (each, an “**Annual Report Year**”) using the methodology prescribed herein, and shall provide such supporting extracts from the Company’s employment records (consistent with the privacy rights of its employees) as the Authority shall reasonably request.

4.6.2. Investment Report. The Investment Report shall contain a statement as to the investment in the Project by the Company for the subject Annual Report Year, using the methodology prescribed herein.

4.6.3. Inspection Rights. No more often than once per year, the Authority and its agents shall be permitted to inspect employment and investment records of the Company, specifically related to the Project, to verify such information during normal business hours and upon reasonable notice. The Company may reasonably redact such records to protect the confidentiality of the Company and its employees or customers.

4.6.4. Project Shortfall Percentages. The Annual Report shall calculate any Jobs Shortfall Percentage and any Investment Shortfall Percentage. The average of the Jobs Shortfall Percentage and the Investment Shortfall Percentage shall be the “**Project Shortfall Percentage**,” which shall also be calculated and stated in the Annual Report.

4.7. Recovery Payments. If an Annual Report shows that, for the immediately preceding Annual Report Year, there is a Project Shortfall Percentage greater than 20%, then, the Company, in such Annual Report, shall calculate the amount of the “**Recovery Payments**,” and shall pay the same with respect to the incentives set forth in the Incentives Table, all pursuant to and as defined

in the Incentives Schedule. For the avoidance of doubt, if the Project Shortfall Percentage is 20% or less, there shall be no Recovery Payment due.

4.8. Failure to File Report and Make Required Payments. If the Company fails to pay any Recovery Payment when due, interest shall be paid by the Company thereon at the rate of seven percent (7%) per annum (or such lesser rate as may be allowed by law) until paid. If there has been a failure which is not cured within thirty (30) days following a written notice from the Authority to the Company that said failure be cured, the Authority shall be entitled to enforce its rights under this Section 4.8 and the Company shall indemnify the Authority for all costs of enforcement, including any court costs and reasonable and actual attorneys' fees and court costs. The Company shall be liable for the payment of any such interest, fees and costs. Notwithstanding the foregoing, the Company shall be responsible for all reasonable costs actually incurred by the Authority in connection with monitoring compliance and addressing any non-compliance by the Company with this Agreement, including, without limitation, Annual Report errors, omissions and discrepancies, and the Authority shall provide the Company itemized invoices documenting any costs so incurred. ~~Such costs may include, but are not limited to, reasonable fees and disbursements of attorneys actually incurred by the Authority.~~ Without limitation, the Company shall be responsible for compliance with the provisions of this Article 4.

5. TERMINATION OF AGREEMENT.

5.1. Delay. If, despite the good faith efforts of the Parties, this Agreement is not fully executed by January 18, 2023, or the Closing has not occurred by March 31, 2023, then the Authority or the Company may terminate this Agreement by written notice to the other, without any further liability to the other Party except as otherwise expressly provided in this Agreement.

5.2. Approval by Governing Bodies. Upon its execution of this Agreement, each Party hereto represents and warrants that its governing body or other authorized committee or official thereof has approved and authorized its entry into such Agreement or Acknowledgment.

5.3. Closing Conditions. Any Party shall have the right to terminate this Agreement prior to the Closing, without any further liability except as otherwise expressly provided in this Agreement, effective immediately upon giving written notice to the other Party, if:

5.3.1. The other Party is in breach of this Agreement beyond any applicable notice and cure period.

5.3.2. There has been commenced or threatened against the Authority, the Company, or any Affiliate of the Company, any proceeding (a) involving any challenge to, or seeking damages or other relief in connection with, any of the matters that are the subjects of this Agreement, or (b) that may have the effect of preventing, delaying, making illegal, imposing limitations or conditions on, or otherwise interfering with, any of such matters. An uncontested validation proceeding for the Bond shall not be considered a proceeding within the meaning of this Section.

5.4. The Authority's Termination Rights. The Authority shall have the right to terminate this Agreement, without any further liability except as otherwise expressly provided in this Agreement, effective immediately upon giving written notice thereof to the Company, pursuant to

any provision allowing it to do so contained elsewhere in this Agreement. Without limitation, the Authority shall have the right to terminate this Agreement, effective immediately upon giving written notice to the Company if, by the Closing (or if this Agreement specifies another time therefor, then by such time) each Closing Condition set forth herein in favor of the Authority has not been satisfied. If the Authority does not exercise any such right to terminate by Closing (or by such other time specified), then, as of the Closing, such right shall be deemed waived with respect to the subject thereof.

5.5. The Company's Termination Rights. The Company shall have the right to terminate this Agreement prior to Closing, without any further liability except as otherwise expressly provided in this Agreement, effective immediately upon giving written notice thereof to the Authority, pursuant to any provision allowing it to do so contained elsewhere in this Agreement. Without limitation, the Company shall have the right to terminate this Agreement, effective immediately upon giving written notice to the Authority if, by the Closing (or if this Agreement specifies another time therefor, then by such time) each Closing Condition set forth herein in favor of the Company has not been satisfied. If the Company does not exercise any such right to terminate by Closing (or by such other time specified), then, as of the Closing, such right shall be deemed waived with respect to the subject thereof.

5.6. Effect of Termination. If any Party terminates this Agreement pursuant to a right provided herein or if this Agreement expires, this Agreement shall terminate or expire as to all Parties without any further liability on the part of any Party, except as may theretofore have accrued, or except as otherwise expressly provided in this Agreement, or shall exist as a result of any prior breach hereof.

6. MISCELLANEOUS.

6.1. Notices. Any notice required to be given by any Party pursuant to this Agreement, shall be in writing and shall be deemed to have been properly given, rendered or made only if either (i) delivered personally to the Party or, if such Party is not an individual, to an officer or other legal representative of the Party to whom the same is directed, or (ii) mailed by registered or certified mail, return receipt requested, postage prepaid, or (iii) sent via nationally recognized overnight courier for next business day delivery, addressed to each other Party at the addresses set forth below (or to such other address as any particular Party may designate for notices to it to each other Party from time to time by written notice), and shall be deemed to have been given, rendered or made on the day so delivered or on the date of personal delivery, the first business day after having been deposited with the courier service or the United States Postal Service:

If to the Authority: Development Authority of Bulloch County
201 South Main St., Suite A
Statesboro, Georgia 30458
Attn: Benjy Thompson, Chief Executive Officer

with a copy to: Taulbee, Rushing, Snipes, Marsh & Hodgins, LLC
12 Siebald Street
Statesboro, Georgia 30458
Attn: Stephen T. Rushing, Esq.

and a copy to: Seyfarth Shaw LLP
1075 Peachtree Street, N.E., Suite 2500
Atlanta, Georgia 30309
Attn: Daniel M. McRae, Esq.

If to the Company: Revalyu (US) LLC

Attn: _____

with a copy to: Smith, Gambrell & Russell, LLP
1105 West Peachtree St., N.E., Suite 1000
Atlanta, Georgia 30309
Attn: Benjamin J. Brooks, Esq.

6.2. Confidential Information. All confidential information acquired by the Authority relating to the Company shall be held in confidence by it, subject to its legal obligations as a public body, including, without limitation O.C.G.A. § 50-14-1, et seq. and § 50-18-70, et seq. The Company and its advisors shall, prior to the execution and delivery hereof, treat the contents of this Agreement as confidential, and, without limitation, shall not disclose such contents to competing communities or states.

6.3. No Partnership or Agency. No partnership or agency relationship between or among the Parties shall be created as a result of this Agreement.

6.4. Survival of MOU. This Agreement shall survive Closing and the expiration or termination of the Bond Lease, but may be superseded in whole or in part by the EDA to the extent that the EDA expressly so provides, provided, that the definition of Permitted Encumbrances contained herein, and the provisions of Section 2.10, above, regarding transfers, will superseded by similar provisions in the Bond Lease.

6.5. Governing Law. The transactions contemplated hereunder and the validity and effect of this Agreement are exclusively governed by, and shall be exclusively construed and enforced in accordance with, the laws of the State of Georgia, except for the State's conflicts of law rules.

6.6. Amendments. Any amendments, deletions, additions, changes or corrections hereto must be in writing executed by the Parties hereto. This Agreement does not confer any rights or remedies upon any person or entity (including, without limitation, any public body), other than the Parties to this Agreement and their respective permitted successors and assigns. Without

Attachment: MOU with REVALYU (US) LLC (REVALYU MOU)

limitation, a writing executed only by the Parties hereto or their respective permitted successors and assigns shall be effective to amend or terminate this Agreement.

6.7. Entire Agreement. This Agreement, together with the Definitive Documents (when executed), constitutes the entire agreement between the Parties with respect to the subject matter hereof.

6.8. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

6.9. Counterparts. This Agreement may be signed in counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

6.10. No Personal Liability of Representatives of Public Bodies. No official, member, director, officer, agent, or employee of the Authority or the County (including the members and staff of the Board of Assessors) shall have any personal liability under or relating to this Agreement. Rather, the agreements, undertakings, representations, and warranties contained herein are and shall be construed only as corporate agreements, undertakings, representations, and warranties, as appropriate, of such public bodies. Without limitation, and without implication to the contrary, all parties hereto, to the extent legally permissible, waive and release any and all claims against each such official, member, director, officer, agent, or employee, personally, under or relating to this Agreement, in consideration of the entry of such public bodies into this Agreement.

6.11. No Personal Liability of Representatives of Company. No official, member, manager, director, officer, agent, or employee of the Company shall have any personal liability under or relating to this Agreement. Rather, the agreements, undertakings, representations, and warranties contained herein are and shall be construed only as corporate agreements, undertakings, representations, and warranties, as appropriate, of such entity. Without limitation, and without implication to the contrary, all Parties hereto waive and release any and all claims against each such official, member, manager, director, officer, agent, or employee, personally, under or relating to this Agreement, in consideration of the entry of such entity into this Agreement.

6.12. Legal Compliance. The Company agrees that it and its officers and employees acting for it in matters relating to this Agreement shall comply with all applicable provisions of law, including, without limitation, O.C.G.A. § 50-36-1 relating, in part, to public benefits.

6.13. Effective Date. This Agreement shall not be effective until it has been fully executed by all Parties hereto.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

Attachment: MOU with REVALYU (US) LLC (REVALYU MOU)

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding and caused it to be delivered as of the following "Effective Date": _____, 2022.

The "Authority":

DEVELOPMENT AUTHORITY OF
BULLOCH COUNTY

By: Billy Allen
Chairman

ATTEST: [Signature]

Asst. Secretary

[SEAL]

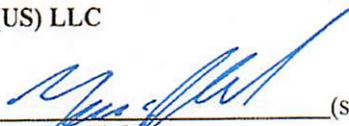
[SIGNATURES CONTINUE ON FOLLOWING PAGE]

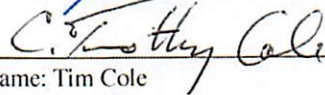
Attachment: MOU with REVALYU (US) LLC (REVALYU MOU)

[SIGNATURE PAGE TO MEMORANDUM OF UNDERSTANDING]

The "Company":

REVALYU (US) LLC

By:  (SEAL)
Name: Jan van Kisteld
Title: President

By: 
Name: Tim Cole
Title: Secretary

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

Attachment: MOU with REVALYU (US) LLC (REVALYU MOU)

ACKNOWLEDGED

The undersigned acknowledges this Agreement and agrees to the provisions hereof that are applicable to it.

BULLOCH COUNTY

By: _____
Chairman of the Board of Commissioners

Attest:

Clerk of the Board of County Commissioners

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

Attachment: MOU with REVALYU (US) LLC (REVALYU MOU)

[SIGNATURE PAGE TO MEMORANDUM OF UNDERSTANDING]

ACKNOWLEDGED

The undersigned acknowledges this Agreement and agrees to the provisions hereof that are applicable to it.

BOARD OF TAX ASSESSORS OF BULLOCH COUNTY

By: _____
Chief Appraiser

Attachment: MOU with REVALYU (US) LLC (REVALYU MOU)

[SIGNATURE PAGE TO MEMORANDUM OF UNDERSTANDING]

SCHEDULE 1.1**DESCRIPTION OF THE PROJECT**

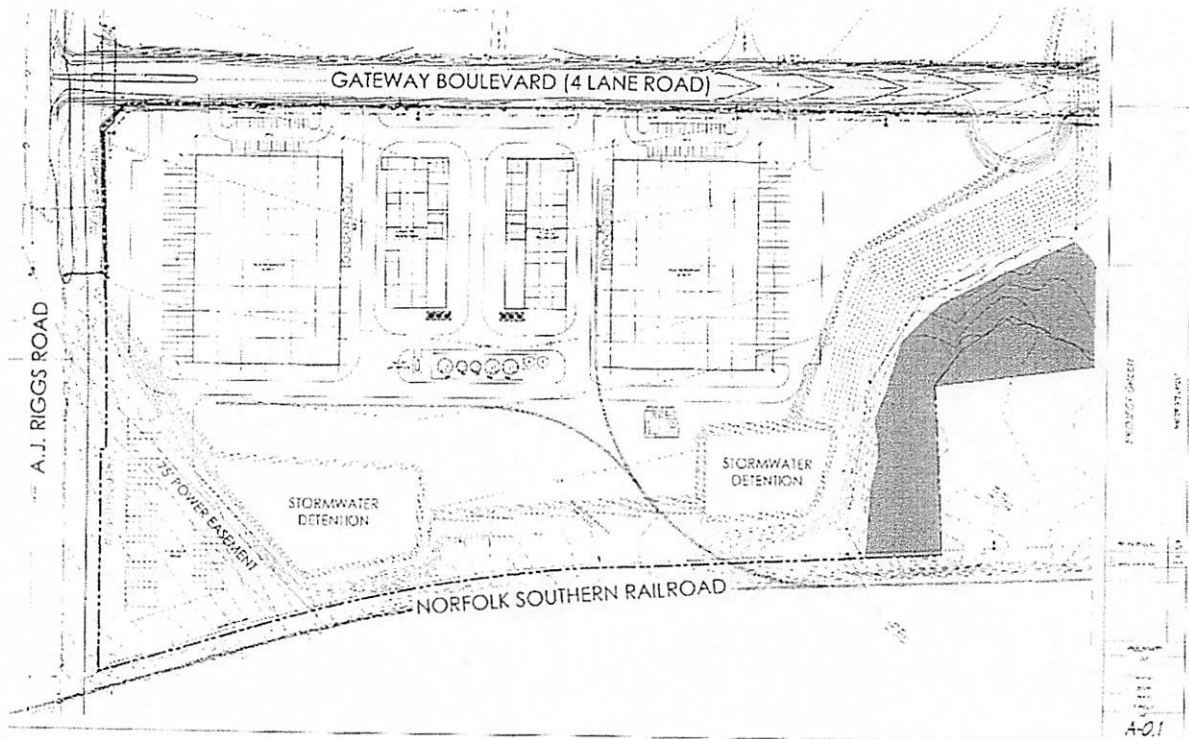
The Project is a manufacturing facility, which utilizes a recycling process, for the recycling of polyethylene terephthalate (PET) based products, for example, PET bottles, packaging and other polyester based materials, into recycled polymers such as chips and pellets. Such chips and pellets can be used to produce various PET products, such as recycled, sustainable PET bottles, packaging or recycled, sustainable polyester yarns. The Project will be undertaken in Phases, as described in Section 1.1.1 of this Agreement, and shall be comprised of the Leased Land (*i.e.*, the Site), the Leased Improvements, and the Leased Equipment.

SCHEDULE 1.4.1

DESCRIPTION OF SITE

The Site shall consist of that certain real property located in Bulloch County, Georgia, located off of Gateway Boulevard in the Gateway Regional Industrial Park, comprising approximately 43 acres. The Site is further described and depicted below:

[IMAGE BELOW OF SITE PLAN TO BE REPLACED BY SURVEY]



Attachment: MOU with REVALYU (US) LLC (REVALYU MOU)

SCHEDULE 3.8.1

SAVINGS SCHEDULE

1. For each Year in the tables below, for each Phase, each having its own Year 1, respectively, the Company will pay amounts equal to the corresponding Payment Percentage, set forth below, of the normal *ad valorem* property taxes that would be payable if legal title to the property of such Phase were vested in the Company, instead of the Authority on January 1 of such Year. Such payments shall constitute payments in lieu of taxes (*i.e.*, PILOTs).
2. The applicable Payment Percentages and Savings Percentages for the individual categories of PILOTs for each Phase, each having its own Year 1, are as follows:

COUNTY PILOTs (payments in lieu of taxes to be paid over to the County based on the millage levied by the County for County purposes for each Year)		
YEAR	SAVINGS PERCENTAGE	PAYMENT PERCENTAGE
1-10	100%	0%
11-15	50%	50%
16 and thereafter	0%	100%

SCHOOL PILOTs (payments in lieu of taxes to be paid over to the Bulloch County School District based on the millage levied for it for each Year)		
YEAR	SAVINGS PERCENTAGE	PAYMENT PERCENTAGE
1-15	0%	100%
16 and thereafter	0%	100%

FIRE PILOTs (payments in lieu of taxes to be paid over to Bulloch County for its Fire District based on the millage levied by the County for it for each Year)		
YEAR	SAVINGS PERCENTAGE	PAYMENT PERCENTAGE
1-15	0%	100%
16 and thereafter	0%	100%

3. The savings applies, on the terms and conditions hereof, to all County *ad valorem* property taxes with respect to property comprising part of the Project titled to the Authority in SCHEDULE 3.8.1

Attachment: MOU with REVALYU (US) LLC (REVALYU MOU)

connection with the issuance of the Bond. There are no tax savings with respect to special district levies of assessments or fees.

4. The Company shall pay, (a) normal *ad valorem* property taxes with respect to property it owns which is not titled to the Authority in connection with the issuance of the Bond, and (b) payments in lieu of taxes equivalent to 100% of normal taxes on the amount (hard costs and soft costs) of investment in any Phase of the Project in excess of the portion of the Maximum Principal Amount reserved for such Phase.
5. The procedures set forth in Section 3.8.3 of this Agreement shall apply to this Schedule.

SCHEDULE 3.8.1

SCHEDULE 4

INCENTIVES SCHEDULE

1. The recovery value (“**Recovery Value**”) of each of the incentives provided pursuant to the Sections of this Agreement identified below shall be as specified in the rows of the table set forth below (the “**Incentives Table**”), with any payments to be made by the Company as provided in this Incentives Schedule to the recipients indicated as follows:

INCENTIVES TABLE

SECTION	INCENTIVE	RECOVERY VALUE	RECOVERY FACTOR	RECOVERY PAID TO*
3.2	Site/Land Discount	Site Consideration cost savings afforded to the Company (which is \$605,000, unless the Company pays \$250,000 to the Authority in accordance with Section 3.2 hereof, whereupon the amount of Site Consideration cost savings for this purpose is fixed at \$355,000)	10%	Authority
3.5	Private Training	Amount of the actual costs paid by the Authority for the training of Company’s employees under Section 3.5 hereof (not to exceed \$49,000)	10%	Authority
3.6	Temporary Office Space	Amount of the actual costs paid by the Authority to provide temporary office space to Company under Section 3.6 hereof (not to exceed \$12,000)	10%	Authority
3.8	Property Tax Savings on Project	Actual amount of <i>ad valorem</i> property taxes on Project saved each year	100%	To Authority for County

Attachment: MOU with REVALYU (US) LLC (REVALYU MOU)

2. The Company shall make a payment with respect to each incentive listed in the Incentives Table above (each payment, a “**Recovery Payment**,” and collectively, the “**Recovery Payments**”) to the respective parties so specified based on the Recovery Value as so determined for each year included in the Performance Period in which a Project Shortfall Percentage greater than 20% is determined as provided in this Agreement, provided, that no Recovery Payment shall be required for any incentive whose Recovery Factor is 0%.

- The “**Performance Period**” is any Year in which Phase I and/or Phase II receives the benefit of the Savings Schedule. For each Year in the Performance Period, a single Investment Goal and a single Jobs Goal (each, a “**Goal**,” or collectively, the “**Goals**”) shall apply to the Project. The Goals for Phase I are as set forth in the Goals Table below, provided that if Phase II is Activated, then, starting with Year 1 of Phase II, the Goals shall be increased as shown in the Goals Table below, and the Goals as increased shall continue to apply to the Project (including both Phase I and Phase II) through Year 15 of Phase II. For example, if Phase II is Activated, and its Year 1 is Phase I’s Year 2, the cumulative Investment Goal for such Year for the Project would be \$65,000,000 and the cumulative Jobs Goal for such Year at the Project shall be 86. For the avoidance of doubt, if Phase II is Activated, any investment on Phase I in excess of the Phase I Investment Goal will count towards the cumulative Investment Goal for the Project.

GOALS TABLE

“PERFORMANCE PERIOD” (INCLUDES ALL YEARS SCHEDULED BELOW FOR A PARTICULAR PHASE)	INVESTMENT GOAL (CUMULATIVE)	IF PHASE II IS ACTIVATED, INCREASE INVESTMENT GOAL BY (CUMULATIVE)	JOBS GOAL (CUMULATIVE)	IF PHASE II IS ACTIVATED, INCREASE JOBS GOAL BY (CUMULATIVE)
Year 1	\$30,000,000	\$30,000,000	40	31
Year 2	\$35,000,000	\$35,000,000	55	36
Year 3	\$40,000,000	\$40,000,000	61	41
Year 4	\$45,000,000	\$45,000,000	66	46
Year 5 - Year 15	\$50,000,000	\$50,000,000	71	50

- The Jobs Goal and the Investment Goal in any Year are each subject to the effect of Force Majeure. The effect of Force Majeure for such purposes shall be that for any Year in which the Company is entitled to claim, and does claim, the benefit of such provision, the Company shall be considered in compliance with its Jobs Goal and/or Investment Goal, as applicable, provided that, in no event shall Force Majeure extend the Savings Schedule or the Term.
- For each Year for which a Project Shortfall Percentage is determined to be greater than 20% as provided in this Agreement, in order to determine the Recovery Payment for each incentive in the Incentives Table, such Project Shortfall Percentage shall be multiplied times the Recovery Value, the result shall be multiplied times the corresponding Recovery Factor, the result shall be the Recovery Payment, and the Company shall pay the amount thereof to Authority simultaneously with its delivery of the Annual Report for the subject Year as required by this Agreement. For the avoidance of doubt, if the Project Shortfall Percentage is 20% or less, there shall be no Recovery Payment due.

SCHEDULE 4

6. (a) Each of the following shall be a “**Trigger Event**” hereunder:

(i) The expiration or termination of the Bond Lease at a time when any part of the Project is subject to a Payment Percentage less than 100%, including, without limitation, expiration or termination in connection with the exercise of the Purchase Option.

(ii) A “**Plant Closing.**” A Plant Closing is defined as the permanent or temporary shutdown of the Project, if the shutdown results in an “employment loss” during any 90-day period at the Project for 80% or more of the Project’s employees, excluding any part-time employees, or if all jobs are lost at the Project. The term “employment loss” means (1) an employment termination, other than a discharge for cause, voluntary departure, or retirement, (2) a layoff exceeding six months, or (3) a reduction in hours of work of individual employees of more than 50% during each month of any 6-month period. An employment action that results in the effective cessation of production of the work performed at the Project, even if a few employees remain, is a shutdown. A “temporary shutdown” is a Trigger Event only if there are a sufficient number of terminations, layoffs exceeding six (6) months, or reductions in hours of work as specified under the definition of “employment loss.”

(iii) A “**Mass Layoff.**” The term Mass Layoff means a reduction in work force which first, is not the result of a Plant Closing, and second, results in an employment loss at the Project during any 90-day period for at least 50% of the of the Project’s employees, excluding part-time employees.

(b) Upon the occurrence of a Trigger Event, the Purchase Option shall be deemed exercised by the Company, the Company shall cause the Bond to be retired or cancelled, and the Payment Percentage shall thereupon become 100% as to all years after the Year in which the Trigger Event occurred. If necessary to assure that there are no property tax savings after the Year in which the Trigger Event occurred, the Company shall pay to the Authority with respect to the Project, such payments in lieu of taxes as are necessary that normal property taxes due on the property plus such payments in lieu of taxes would equal 100% of what normal taxes would be if title to the property had been vested in the Company as of January 1 of the applicable year.

(c) As soon as reasonably possible after it is aware of (but no later than immediately after the occurrence of) a Trigger Event, the Company shall file with the Authority a special Annual Report that shall comply as appropriate with Section 4.6 of this Agreement and shall also calculate what the Recovery Payments would be in the aggregate for each subsequent Year through the end of the period for which any part of the Project is scheduled to be subject to a Payment Percentage less than 100%, ignoring any Force Majeure, using the actual investment amount through the date of the calculation, and assuming that jobs for each year after the year of calculation amount to zero. In the calculation of the Special Recovery Payment (defined below), the Company may exclude as a Recovery Value any property tax savings for years after the Project reverts to normal property taxation or the Payment Percentage for all of the Project becomes 100%. The amount so calculated shall be subject to audit by the Authority, and upon acceptance by the Authority, such amount shall constitute a “**Special Recovery**”

Payment.” The Company shall pay the amount of the Special Recovery Payment to the Authority promptly upon being invoiced therefor and shall pay any past due normal Recovery Payments in arrears. The Authority shall have the same rights and remedies with respect to such Special Recovery Payment as with normal Recovery Payments, including, but not limited to, the Company’s liability for the payment of any interest, fees and costs (including, without limitation, attorneys’ fees incurred by the Authority), as provided in Section 4.8 hereto. For purposes of clarity, failure to pay any Special Recovery Payment payable under this Agreement when due shall result in the accrual of interest thereon in the same manner as for any failure to pay normal Recovery Payments. Any provision of this Agreement to the contrary notwithstanding, the Authority shall be under no obligation to perform under the Purchase Option provided for in Section 2.8 hereof until it has received payment of the Special Recovery Payment and any normal Recovery Payments that are past due.

SCHEDULE 4.2

RULES FOR SATISFYING THE JOBS GOAL

1. For purposes of this Agreement, the number of new “full-time jobs” shall be defined and determined, from time to time, as follows:
 - (a) Only direct employees of the Company shall be counted.
 - (b) In determining the number of full-time jobs, a portion of the definition of “full-time job” from the job tax credit regulations of the Georgia Department of Community Affairs, which portion is set forth below, shall be used, but shall be modified as follows: “In no event shall any temporary employee or leased employee be counted as occupying a full-time job, regardless of whether or not such person is employed by the Company or any other person or entity.”

 - (c) Subject to such modification, “**full-time job**” means the following: “a job with no predetermined end date (other than a retirement date), with a regular work week of 35 hours or more on average for the entire normal year of local Company operations, and with benefits provided to other regular employees of the local Company, but does not mean a job classified for federal tax purposes as an independent contractor.”
2. The number of full-time jobs shall be calculated as provided below.
 - (a) The number of jobs shall be determined based on the monthly average number of full-time employees subject to Georgia income tax withholding for the taxable year.
 - (b) The monthly average number of full-time employees in a taxable year shall be determined by the following method:
 - (i) for each month of the taxable year, count the total number of full-time employees of the business enterprise that are subject to Georgia income tax withholding as of the last payroll period of the month or as of the payroll period during each month used for the purpose of reports to the Georgia Department of Labor;
 - (ii) add the monthly totals of full-time employees; and
 - (iii) divide the result by the number of months the business enterprise was in operation during the taxable year. Transferred jobs, except for jobs transferred to the Project from outside the State of Georgia, and replacement jobs may not be included in the monthly totals.
3. In satisfying the Jobs Goal, an “FTE,” or “**full-time equivalent job**,” shall be considered equivalent to a full-time job, and is defined and determined as follows: (1) the number of full-time equivalent jobs shall be determined based on the weekly average of such jobs for

SCHEDULE 4.2

the taxable year; (2) the number of full-time equivalent jobs for each week at the Project shall be calculated by computing the total number of hours worked by employees that are subject to Georgia income tax withholding for the prior week and divide such total by 35; (3) the weekly average number of full-time equivalent jobs in a taxable year shall be determined by the following method: (a) add the weekly totals of the full-time equivalent jobs for the Project as determined in clause (2) above; and (b) divide the result by the number of weeks the Company was in operation during the taxable year.

4. The foregoing and any other provision of this Agreement to the contrary notwithstanding, for any Year in which the aggregate average wages for all full-time jobs created at the Project is not above the County average wage (presently \$866/week, or \$21.65/hour), the number of full-time jobs for such Year shall be deemed reduced by a percentage equal to the difference between the County average wage for such Year and the aggregate average wages for net new full-time jobs created at the Project for such Year, divided by the County average wage. For example, if there are 200 full-time jobs at the Project for a Year, with an aggregate average wage of \$850/week, and the County average wage for such Year is \$866/week, the number of full-time jobs for such Year would be deemed to be and calculated as follows:

$$\begin{aligned} \$866 - \$850 &= \$16 \\ \$16/\$866 &= 1.85\% \\ 100\% - 1.85\% &= 98.15\% \\ 200 * 98.15\% &= 196.3 \text{ full-time jobs for such Year.} \end{aligned}$$

SCHEDULE 4.2

SCHEDULE 4.4**RULES FOR SATISFYING THE INVESTMENT GOAL**

1. Only capital investments in the Project by the Company shall be counted, except as provided in 4, below.
 2. Original cost, without regard to depreciation, shall be used in calculating whether the Investment Goal is met, except as provided in 3, below.
 3. Transferred equipment relocated by the Company to the Project to be used as part of the Project may be counted at net book value, or, if requested and substantiated by the Company to the Authority's satisfaction, and approved by the Authority, its fair market value.
 4. Machinery and equipment leased to the Company under an operating lease (even though such property is not titled to the Authority and is not leased to the Company under the Bond Lease) and other machinery and equipment owned or beneficially owned by the Company but not leased to the Company under the Bond Lease, shall be counted.
-

SCHEDULE 4.4

SCHEDULE 4.6

FORM OF ANNUAL REPORT

[DATE]

[AUTHORITY]

Re: Memorandum of Understanding (“MOU”) and Economic Development Agreement (“EDA”) between the [AUTHORITY] (“Authority”) and [COMPANY] (“Company”) regarding the capital project located in [COUNTY], Georgia (the “Project”) – 20__ Annual Report

Dear _____:

This letter shall serve as the 20__ Annual Report, as required under the MOU and EDA.

1. Jobs Report

The County average wage for such year was \$ _____. The aggregate average wages for all full-time jobs created at the Project for such year was \$ _____. Such aggregate average wage exceeded the County average wage for such year: yes/no. If “no”, then, any provision hereof to the contrary notwithstanding, the total number of full-time jobs located at the Project shall be calculated and reported using the methodology prescribed in paragraph 4 of Schedule 4.2 of the MOU.

As of December 31, 20__, the total number of full-time jobs located at the Project was _____. We have enclosed _____, as evidence of such job creation.

The Jobs Goal for _____ was _____ jobs. The Jobs Shortfall for the year _____ is _____ jobs. The Jobs Shortfall Percentage is _____ % (____ + ____).

2. Investment Report

As of December 31, 20__, the Company has invested \$ _____ in the Project.

The Investment Goal for 20__ was \$ _____. Therefore, the Investment Shortfall Percentage is ____%.

3. Recovery Payments

The Project Shortfall Percentage for 20__ is ____% ((____% + ____%) ÷ 2). [IF THE PROJECT SHORTFALL PERCENTAGE IS GREATER THAN 20%, THEN A RECOVERY PAYMENT IS DUE. IF A RECOVERY PAYMENT IS DUE, THAT PAYMENT SHOULD BE CALCULATED HERE BASED ON THE RECOVERY SCHEDULE IN THE MOU AND SUCH PAYMENT MUST BE INCLUDED WITH THIS ANNUAL REPORT.]

Attachment: MOU with REVALYU (US) LLC (REVALYU MOU)

Please do not hesitate to let us know if you require any additional information.

Sincerely,
[Company]

Enclosures

Attachment: MOU with REVALYU (US) LLC (REVALYU MOU)

TOWER SPACE LEASE AGREEMENT

In consideration of the covenants herein contained between **STATESBORO TOWERS, INC.**, herein referred to as "**Lessor**," a Georgia Corporation with its offices at PO Box 38, Vidalia, Georgia 30475, and the **Bulloch County Board of Commissioners**, with its offices at 115 North Main Street, Statesboro, Georgia 30458 herein referred to as "**Lessee**", the Lease agreed to be paid, the parties mutually agree as follows:

TOWER LOCATION

Lessor hereby grants permission to install and operate the following described communications equipment on or in Lessor radio tower facility located at: 125 Rucker Lane, Statesboro, Georgia.

Site Longitude: *W081-47-46* Latitude: *N 32-25-29 (nad 27)*, Elevation: *66.9 m Tower*

Registration Number 1020322 , Transmit Antenna Height 480' Rec. Antenna Height 460'

See **Schedule A** for: Equipment to be installed on site.

TERM

The initial term of this agreement shall be for a period of one (1) year, commencing on January 1, 2023 and ending on December 31, 2023. Thereafter, this Lease will automatically renew for nineteen (19) successive one-year terms, each term commencing on January 1st and ending on December 31st, unless Lessee provides written notice to the other party of an intent not to renew at least ninety (90) days prior to the end of the then-current term. Should Lessee desire to terminate this Lease Agreement, Lessee shall give the notice aforesaid and will remove all properties installed on Lessor's premises and leave said premises in substantially the same condition existing as of the date of this agreement, ordinary wear and tear excepted. Should Lessor desire to terminate this Lease Agreement, Lessor shall give the notice aforesaid and will allow Lessee sufficient time to remove all properties installed on Lessor's premises.

MONTHLY LEASE

Lessee hereby covenants and agrees to pay lease payments during the term of this agreement for the year 2022, a monthly fee of **\$3939.42** with payment due in advance on the 1st day of each month. For years after 2022, the annual adjustment payment shall increase by 3% escalation from the previous year.

Initial _____

INGRESS AND EGRESS

Lessor agrees that during the term of this contract, Lessee shall have reasonable ingress and egress to said tower for the purpose of maintenance and repairs to said equipment. A key will be furnished by Lessor to Lessee for entry to the building housing Lessee's equipment. It is further agreed, however, that only qualified, *insured* contractors approved by Lessor, or persons under Lessor's direct supervision will be permitted to install or remove antenna or coax cable or to enter or climb the tower structure itself.

COMPLIANCE

Lessee covenants and agrees that Lessee's equipment, its installation, operation, and maintenance will:

- A. In no way damage the building or tower structure and accessories thereto. Installation will be coordinated with Lessor or his local representative.
- B. Not interfere with the operation of Lessor's radio equipment or other Lessees on said tower. In the event there is interference, Lessee will promptly take all steps necessary to correct and eliminate the interference within a reasonable period of time. If Lessee is unable to eliminate the interference within a reasonable period of time, Lessee agrees to remove his equipment from Lessor's Property and this Agreement shall terminate.
- C. Not interfere with the maintenance of Lessor's tower and the tower lighting system without permission.
- D. Comply with all applicable rules and regulation of the Federal Communications Commission and Lessor's tower and electrical codes of the City and/or State concerned.
- E. Under this lease, the Lessor assumes no responsibility for licensing, operation and/or maintenance of Lessee's equipment. Lessor has the responsibility of observing tower lights and maintaining records including notification to the Federal Aviation Administration of any failure and repairs and correction of same.
- F. In the event that the operation of Lessee's equipment causes interference to television reception in the vicinity of the tower location, it will be the responsibility of the Lessee to promptly take all steps to eliminate the interference. In the event that the interference is not corrected within a reasonable time, not exceeding 15 days after notification, then Lessee shall cease operation until interference is corrected.

RELATIONSHIP OF THE PARTIES

During the term of this Lease Agreement, Lessor will not grant a similar tower lease agreement to any other party if such grant would in any way affect or interfere with Lessee's use of said radio equipment.

HOLD HARMLESS

To the extent allowed by law, Lessee does hereby agree to indemnify and save Lessor harmless from any claims, demands, or causes of action for property damage or personal injuries caused by the Lessee, the Lessee's officers, agents, employees, contractors, and customers, arising out of Lessee's occupancy of the premises equipment except only damages caused solely by the negligence of Lessor. The parties hereto agree that Lessor shall in no way be liable for loss of use or other damage or to windstorm, theft, water, or any other casualty or acts of third parties. In the event the tower or other portions of the premises are destroyed or so damaged as to be unusable, the Lessor shall be entitled to elect, to cancel and terminate this agreement, or in the alternative may elect to restore the premises, in which case the Lessee shall remain bound hereby but shall be entitled to an abatement of lease during the loss of use.

DEFAULT

The following shall be considered event of default by the Lessee:

- A. The failure to pay monthly lease payments.
- B. The failure to cure, within thirty (30) days after written notice thereof, any breach of these promises, undertakings, terms, or conditions in this Agreement.
- C. The filing of a voluntary petition under the bankruptcy laws, a composition or arrangement of creditors, an assignment for the benefit of creditors, or any other act reasonably indicating equitable or legal insolvency.
- D. Abandonment of the premises.

In the event an event of default shall occur or in the event the Lessee shall otherwise breach or fail any of its undertakings or obligations hereunder, Lessor shall be entitled, at Lessor's option, to remove all property and equipment of Lessee which may be situated upon the premises, without notice and without being guilty or liable in any manner for trespass, thereby terminating this agreement, or the Lessor, at its option, may elect to treat this agreement in full force and effect and shall be entitled to collect the lease payments provided for hereunder, cumulative and in addition to the foregoing, the Lessor shall be entitled to enforce all other remedies provided at law or in equity.

Initials _____

ENTIRE AGREEMENT

This agreement supersedes all oral and written agreements and understandings between Lessor and Lessee and can only be changed by written revision signed by both parties.

PROPERTY TAX

The parties hereto stipulate that the Lease rights herein granted relate to real property. In the event any property tax should ever be payable on account of the lease agreement or the lease payments herein reserved, the Lessee hereby agrees to pay same as additional lease payments or to furnish such documentation as is necessary or appropriate to establish that such lease payments are exempt from property tax.

Attachment: Tower Space Lease Agreement (Tower Lease)

Initials _____

NOTICES

All notices and other communications required or permitted hereunder and tender of payment of lease due hereunder shall be considered properly given or made when deposited with the U.S. Postal Service, properly addressed and bearing sufficient postage, but shall only be considered to be effective when actually received. The addresses of the parties for all purposes hereof shall be as follows:

LESSOR: STATESBORO TOWERS, INC.
PO BOX 38
VIDALIA, GA 30475
CELL: 912-293-3472
CELL: 912-293-0207
EMAIL: hubscomm@bellsouth.net

LESSEE: BULLOCH COUNTY BOARD OF COMMISSIONERS
115 NORTH MAIN STREET
STATESBORO, GA 30458

In witness whereof the parties hereto, have caused these presents to be executed in two counterparts, each of which shall be deemed an original.

EXECUTED this ____ of _____ 20__.

LESSOR: STATESBORO TOWERS, INC.

BY: _____
Lonnie Samples, President

WITNESS

EXECUTED this ____ of _____ 20__.

LESSEE: BULLOCH COUNTY BOARD OF COMMISSIONERS

BY: _____
Roy Thompson, Chairman

WITNESS

Initials _____

Schedule A

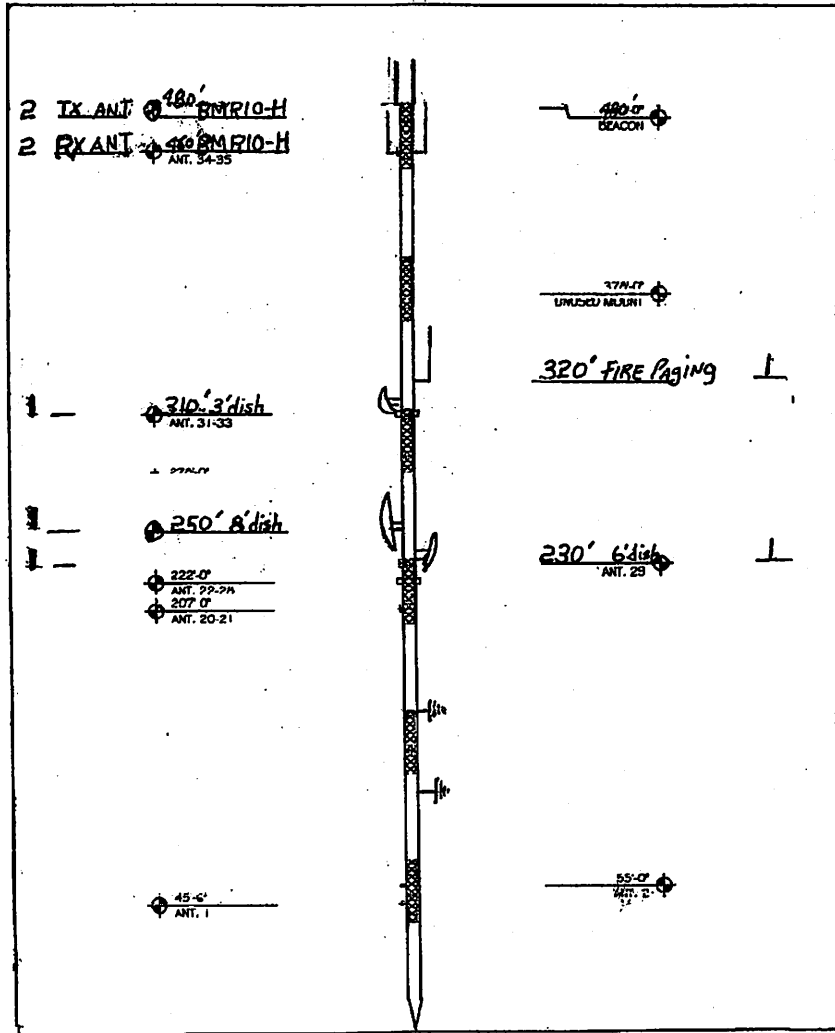
COMMUNICATIONS SITE TOWER LOADING

LINE & ANTENNA MAPPING BULLOCH COUNTY 911



SITE NAME: RUCKER LANE
 Site Number: 89A (Loading)
 ETS Job Number: 190783

ENGINEER: MS
 faster
 wheeler



Attachment: Tower Space Lease Agreement (Tower Lease)

Initials _____

CITY OF STATESBORO– BULLOCH COUNTY
FIRE TRAINING FACILITIES AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of December 2022, by and between the CITY OF STATESBORO, a municipal corporation chartered under the laws of the State of Georgia, hereinafter referred to as "the City" and BULLOCH COUNTY, a political subdivision of the State of Georgia acting by and through its duly elected Board of Commissioners hereinafter referred to as "the County".

:WITNESSETH:

WHEREAS, The City and the County each maintain a fire department for the purpose of suppression, protection, prevention, and rescue; and

WHEREAS, The City owns and operates Fire Training Facilities located at 37 Holland Industrial Park Road, Statesboro Georgia, 30461; and

WHEREAS, The County desires to access and utilize the fire training facilities for the purpose of training firefighters and personnel; and

WHEREAS, the City and County desire to set forth the terms and conditions upon which these facilities may be used for such purposes

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein made, the City and the County do hereby mutually agree as follows:

1. Use of Training Facilities

Subject to the terms of this Agreement, the County may use the Fire Training Facilities for the purpose of training its firefighters and other employees. Such use shall be scheduled through the Statesboro Fire Department Training Division. Request to use the Fire Training Facilities should be made no less than ten (10) business days prior to the date(s) requested.

2. Fees

There shall be no fee for use of the Fire Training Facilities by County. County may only utilize consumables (i.e. any fire training accessories intended for single use) owned by City upon agreement for replacement/ reimbursement between the chiefs of the respective fire departments.

3. **Term**

The initial term of this agreement shall be for one year, commencing on January 1, 2023 and ending on December 31, 2023. Thereafter, this Agreement shall automatically renew for additional one-year terms unless terminated by either party. Either party may terminate at any time and for any reason upon thirty (30) days' prior written notice to the other party.

4. **Rules and Regulations**

The County agrees to adhere to and abide by the Statesboro Fire Department Training Facilities and Grounds Rules and Regulations (Appendix A) and any subsequent amendments adopted by Statesboro Fire Department. City agrees to give County thirty (30) days' written notice prior to implementation of any amended rules or regulations.

5. **Assumption of Risk**

The County assumes any and all risks and liabilities associated with its use of the Fire Training Facilities for training purposes, and the City shall have no liability to the County or any third party for any liability, problem, loss or damage resulting from the County's or the County's guest's or other invitee's use of the property.

6. **Release and Covenant Not to Sue**

In consideration of the City permitting the County to use the Fire Training Facilities and Grounds for the purposes stated herein, the County does hereby forever release, discharge and covenant not to sue City and its officers and directors, engineers, members, shareholders, agents, employees, representatives, attorneys, successors and assigns and affiliated organizations from any and all claims, actions, causes of action, suits, debts, sums of money, accounts, obligations, demands and damages of every name, kind and nature whatsoever, past, present or future, whether known or unknown, whether at law or in equity, which are in any way arising from or connected to or related to the County's or the County's agent's, guest's or other invitee 's use of the Fire Training Facilities.

7. **Indemnification.**

The County covenants and agrees, at the County's sole cost and expense, to indemnify, protect and hold the City harmless against and from any and all liens, damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defense, judgments, suits, proceedings, costs, disbursements or expenses of any kind or of any nature whatsoever (including, without limitation, reasonable attorneys' and experts' fees and disbursements) which may at any time be imposed upon, incurred by or asserted or awarded against the City or the Fire Training Facilities and Grounds and arising directly or indirectly from or out of the County's or the County's agent's, guest's or other invitee's use of the Training Facilities.

8. **Miscellaneous.**

This Agreement sets forth the entire understanding among the Parties with respect to the subject matter hereof, and all prior agreements or representations are expressly merged herein. No amendment or modification of the terms or provisions of this Agreement shall be valid unless made in writing and signed by all of the Parties. This Agreement may be executed in a single document or one or more counterparts and electronically exchanged among the Parties and each such executed copy shall be deemed to be an original. This Agreement shall become effective on the date first above written. This Agreement shall be governed by the laws of the State of Georgia. The language of this Agreement shall not be presumptively construed in favor of or against any of the Parties hereto.

9. Notices.

Except as otherwise specifically provided herein, any notice to terminate this agreement, shall be in writing and shall be deemed given when the writing is delivered in person, or one (1) business day after being sent by a reputable overnight registered delivery service, charges prepaid, or three (3) business days after being mailed by certified mail/return receipt requested and postage prepaid to the Party at the addresses shown below and at such other addresses as may be furnished by the Parties in writing from time to time. Any other demands, approvals, consents, requests, or other communication hereunder shall be accomplished through routine communication between designees named by the Parties regarding the use of the training facilities. Notices shall be deemed given the writing is delivered in person, or one business day after being sent by reputable overnight registered delivery service, charges prepaid, or three business days after being mailed, if mailed, by certified mail, return receipt requested, postage prepaid, to the City and the County at the addresses shown below or at such other addresses as may be furnished by the City and the County in writing from time to time:

CITY: Jonathan M McCollar, Mayor,
or the then current Mayor.
50 East Main Street
P.O. Box 348
Statesboro, GA 30459
(912) 764-0643

Charles Penny, City Manager,
or the then current City Manager
50 East Main Street
P.O. Box 348
Statesboro, GA 30459
(912)764-0683

With A Copy to:

Cain Smith, City Attorney
or the then current City Attorney

50 East Main Street
P.O. Box 348
Statesboro, GA 30459
(912) 764-0643

COUNTY:

Roy Thompson, Chairman of the Board of Commissioners,
or the then current Chairman of the Board of Commissioners.
115 North Main Street
Statesboro, GA 30458
(912)764-6245

Thomas Couch, County Manager,
or the then current County Manager.
115 North Main Street
Statesboro, GA 30458
(912)764-6245

With A Copy to:

Jeff S. Akins, County Attorney,
or the then current County Attorney.
115 North Main Street
Statesboro, GA 30458

IN WITNESS WHEREOF, the City and the County have caused this Intergovernmental Agreement to be executed in their respective official names and have caused their respective official seals to be hereunto affixed and attested by their duly authorized officers, all as of the Effective Date set forth hereinabove.

MAYOR AND CITY COUNCIL OF STATESBORO

By: _____
JONATHAN M. MCCOLLAR, Mayor

Attest: _____
LEAH HARDEN, City Clerk
[SEAL]

Approved as to Form:

CAIN SMITH, City Attorney

BULLOCH COUNTY BOARD OF COMMISSIONERS

By: _____
ROY THOMPSON, Chairman

Attest: _____
VENUS MINCEY-WHITE, Clerk to the Commission
[SEAL]

Approved as to Form:

JEFF S. AKINS, County Attorney

Attachment: SFD-BCFD Training Facilities Agreement-12-9-2022 (SFD-BCFD Training Facilities Agreement)



Timothy E. Grams
Fire Chief

Statesboro Fire Department

*Proudly serving the City of Statesboro and
surrounding communities since 1905!*



Jonathan M. McCollar
Mayor

STATESBORO FIRE DEPARTMENT TRAINING FACILITIES & GROUNDS RULES AND REGULATIONS

The following guidelines shall be followed to assure safe and effective training. If there are any questions or concerns regarding definitions or applicable standards, clarifications will be made by the Training Division of the Statesboro Fire Department.

TRAINING GROUND FACILITATOR: The Statesboro Fire Department reserves the right to require a Training Ground Facilitator to be present for part or all training operations performed. This individual will be a representative and/or a designee of the Statesboro Fire Department. The Facilitator's primary role and responsibility is to provide guidance and assistance to the user as to the setup or proper usage of equipment or props. Facilitators retain the right to halt any operations deemed unsafe.

SAFETY OFFICER: A designated Safety Officer shall be utilized during any training evolution that involves an IDLH atmosphere and/or any training evolution that is deemed "high risk". Examples of evolutions that require a Safety Officer includes but not limited to live fire training, repelling, confined space training, aerial operations, etc. It is the responsibility of the user to designate Safety Officer(s) when appropriate and/or at the request of the Statesboro Fire Department. Safety Officers should have adequate training to serve in the role assigned.

LIVE FIRE TRAINING: Any drills involving live fire training shall be in compliance with the NFPA Standards pertaining to live fire training. Any training requests that involve live fire will require a written plan of instruction to be submitted to the Statesboro Fire Department for review. The plan of instruction should include a list of all instructors that outlines their instructor certification level, training objectives, etc. Proper Instructor-to-Student ratio must be met and maintained. Additional Training Ground Facilitators may be required for live fire training to ensure that all applicable NFPA guidelines and training ground rules and regulations are adhered to.

HIGH ANGLE RESCUE: Any evolutions involving high angle rescue training shall be in compliance with the most current NFPA Standards covering high angle rescue. Participants, instructors and designated Safety Officer must complete all safety checklists and training forms with prior to any related training. A Training Ground Facilitator will be on-site for the duration of high angle training and will ensure that all applicable NFPA guidelines are strictly adhered to.

AERIAL OPERATIONS: Because of the increased complexity, care must be exercised during all aerial operations. When operating on or in an aerial apparatus, personnel shall utilize safety equipment (i.e. ladder belts) when appropriate to do so. Operators must not raise aerials so that they will strike or



Timothy E. Grams
Fire Chief

Statesboro Fire Department

*Proudly serving the City of Statesboro and
surrounding communities since 1905!*



Jonathan M. McCollar
Mayor

are within thirty (30) feet of any electric wires. If an operation appears that it may be unsafe it will be stopped immediately by the Safety Officer, facilitator or any other member in attendance.

PROTECTIVE CLOTHING: All protective clothing worn must meet NFPA requirements. Firefighter turnout gear is prohibited in the classrooms or offices at the Fire Training Facility.

JEWELRY: It is strongly recommended that rings, necklaces, bracelets or earrings not be worn during any live fire training or rescue evolutions. This will help to minimize any injuries and prevent the loss of valuables. The Statesboro Fire Department will not be responsible for lost or damaged jewelry.

PHYSICAL CONDITIONS OF STUDENTS: Person(s) who have any physical condition that would prevent them from safely participating in fire training activities, should not be permitted to participate in practical training activities. It is the responsibility of the user to ensure all participants are physically fit to perform all training evolutions participated in.

FINANCIAL RESPONSIBILITY FOR MEDICAL TREATMENT: Any payment for any and all medical-related charges will be the responsibility of the sponsoring organization.

PERSONAL CONDUCT: All personnel shall be courteous and disciplined. Proper decorum shall be observed at all times toward fellow students, Training Staff and Instructors. The following are **PROHIBITED:** Abusive, profane or obscene language or behavior; sexual and non-sexual harassment; horseplay or any disturbance during any course or program; any form of gambling, use, possession or introduction of any drugs or alcohol; reporting to any program under the influence of drugs or alcohol.

SMOKING POLICY: Smoking is prohibited in ALL buildings.

RESTROOMS: Training Facility Staff can direct you to the location, and instructors should identify these resources at the beginning of each class or drill.

TRASH/RECYCLABLES: All trash shall be placed in the proper receptacles. Trash receptacles are located throughout the facility. Trash produced during an evolution or series of drills is the responsibility of those participating.

EXPENDABLE EQUIPMENT: The Fire Training Facility may provide expendable materials to be used on the Training Grounds. This could include: Straw Palettes, lumber, or smoke fluid for smoke machines.

FIRE TRAINING EQUIPMENT: All organizations will provide their own equipment for training. If additional facilities, training props or equipment is needed, request can be made through the Statesboro



Timothy E. Grams
Fire Chief

Statesboro Fire Department

*Proudly serving the City of Statesboro and
surrounding communities since 1905!*



Jonathan M. McCollar
Mayor

Fire Department. Agencies will be invoiced for any damages to the Fire Training Facility or its equipment including hand tools and training mannequins. Any damage caused or noticed shall be communicated to the assigned facilitator or Training Division Staff so that timely repairs can be done.

USE OF LIVE VICTIMS: The use of live victims is **STRICTLY PROHIBITED** in any training evolution that involves live fire and/or an IDLH atmosphere. Only inanimate objects shall be used to simulate victims during this type of training. These include fire-training dummies, hose dummies, mannequins.

APPARATUS: Apparatus placement shall be designated and approved prior to commencement of training operations.

PERSONAL VEHICLES: Personal vehicles must be parked so that they do not impede upon operations or evolutions.

TRAINING STORAGE AREAS: Only Training Division Staff shall have access to the training storage areas unless otherwise instructed.

SECURING PROPS AND SITE: It is the responsibility of the user to return all props, tools and the site to a state of readiness. This is to include, but not be limited to, locking buildings, vaults, tanks, gates, picking up trash, washing outside of tower walls if needed, returning tools. The assigned facilitator and/or Officer in Charge will check and confirm that the site has been returned to a ready state at the completion of the evolutions.

VISITORS/GUESTS: Non-fire department personnel visiting the Fire Training Facility are not permitted in any of the rescue props, allowed to perform “self-guided tours” or in the areas designated as the “hot-zone” for evolutions. During evolutions guests are to be kept at a safe distance from all training exercises and fire apparatus. All agencies training at the Fire Training Facility are responsible for the safety and actions of their guests.

2023 ALCOHOL LICENSE – RENEWALS

RECOMMENDATION: APPROVAL

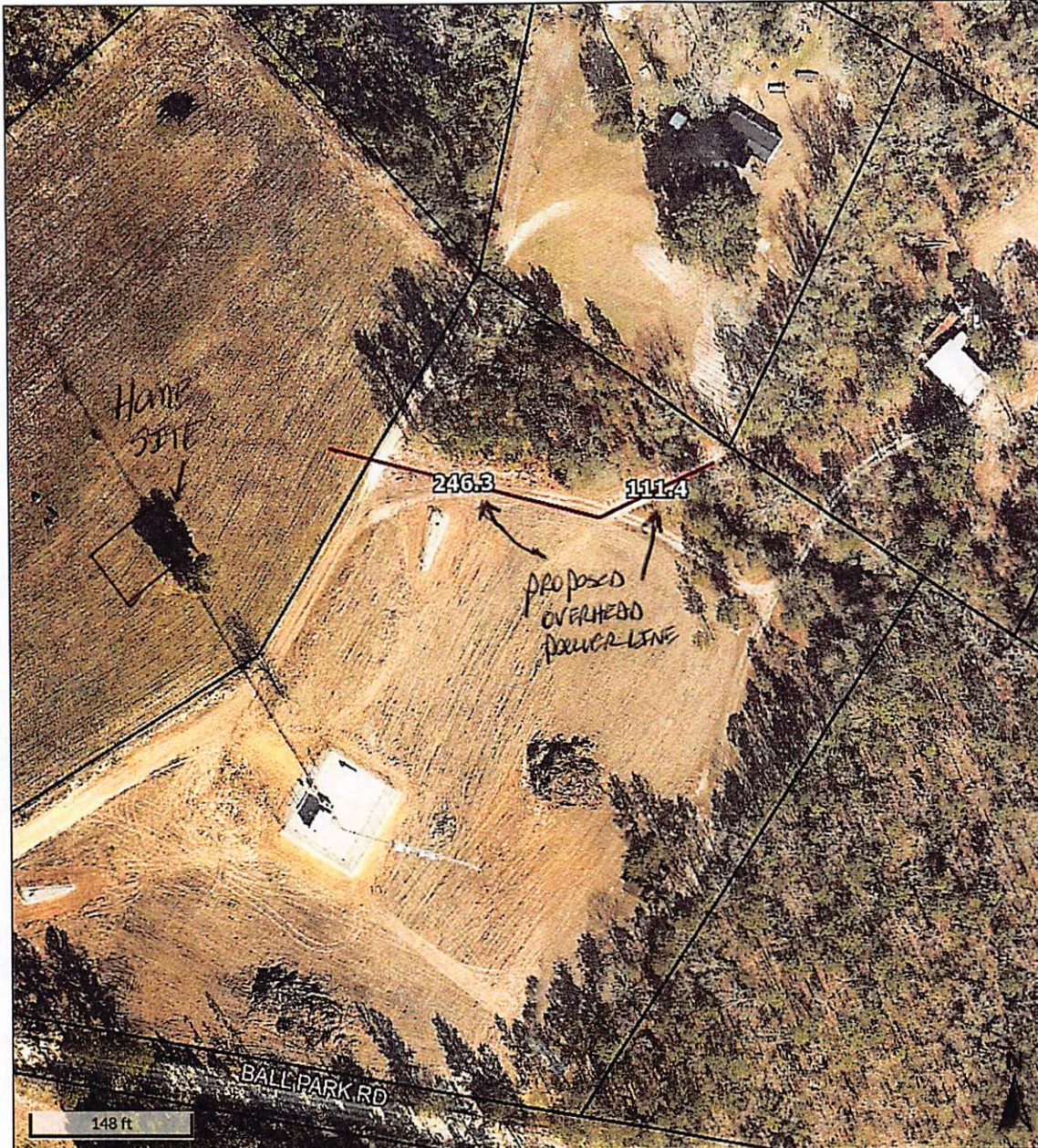
1-17-2023

OFF-PREMISES

Jay Hari Inc., dba Jay Food Mart – Naynaben Chaudhari, Ramilaben Patel

Shivala LLC – Naynaben Chaudhari

M J Jalaram Inc. – Mihir Patel, Naynaben Chaudhari



Overview



Legend

- County TAD
- Parcels
- Roads
- Bulloch County Outlines

Attachment: Map (Easement for EMC)

Date created: 12/20/2022
Last Data Uploaded: 12/20/2022 1:43:40 AM

Developed by Schneider GEOSPATIAL

DOUGLAS AND EDEN DOUGLAS
 573 BALLPARK ROAD
 ✶ NEW HOME SITE

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENT, that we the undersigned, (whether

BULLOCH COUNTY BOARD OF COMMISSIONERS

(unmarried) (husband and wife) for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto Excelsior Electric Membership Corporation, a cooperative corporation (hereinafter called the "Cooperative"), whose post office address is Metter, Georgia, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of _____, State of Georgia, and more particularly described as follows:

See Exhibit A attached hereto, which is incorporated herein.

A tract of _____ acres, more or less, in the _____ District, G.M., located about _____ miles from the town of _____, and bounded North by lands of _____, East by lands of _____, South by lands of _____, West by lands of _____.

Said easement shall consist of the right to construct, operate, repair, maintain and replace on the above described lands and/or in or upon all streets, roads or highways abutting said lands an (overhead, underground) electric (transmission line, distribution line, system) with poles, wires and other necessary apparatus; and to cut and trim trees and shrubbery to the extent necessary to keep them clear of said electric line or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling.

In granting this easement it is understood that if at a later date the Cooperative has a need to construct additional electric lines on the above described land, requiring a right-of-way other than the one being obtained with this easement, a new and separate easement will be required.

The undersigned agree that all poles, wires and other facilities, including any main service entrance equipment, installed on the above-described lands at the Cooperative's expense, shall remain the property of the Cooperative, removable at the option of the Cooperative, upon termination of service to or on said lands.

The undersigned covenant that they are the owners of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

IN WITNESS WHEREOF, the undersigned have set their hands and seals this ____ day of _____, 20__.

Signed, sealed and delivered in _____ (L.S.)
the presence of:

_____ (L.S.)

Attachment: Easement (Easement for EMC)

EXHIBIT A

TRACT ONE: All that certain tract or parcel of land lying and being in the in the 47th G.M. District of Bulloch County, Georgia, containing 5.23 acres and designated as Parcel No. 2 according to a plat of survey prepared for Bulloch County Commissioners by Donald W. Marsh, Registered Land Surveyor, dated July 30, 1996 and recorded in Plat Book 53, Page 78, Bulloch County Records. Said property is bound now or formerly as follows: On the Northwest by a portion of Parcel No. 1 of said plat and lands of Carol B. Sheppard; on the Northeast by a portion of Parcel No. 1 of said plat and the lands of Randy & Pamela McKinney and lands of Marion Lee Floyd; on the East by a portion of Parcel No. 1 of said plat; on the South by County Dirt Road No. 371 and Parcel No. 2 of said plat; and on the West by a portion of Parcel No. 1 of said plat and by lands of Carol B. Sheppard.

The aforesaid plat and the description thereon are by reference incorporated herein and made a part hereof.

TRACT TWO: All that certain tract or parcel of land lying and being in the 47th G.M. District of Bulloch County, Georgia, containing 11.82 acres and designated as Parcel No. 1 according to a plat of survey prepared for Bulloch County Commissioners by Donald W. Marsh, Registered Land Surveyor, dated July 30, 1996 and recorded in Plat Book 53, Page 78, Bulloch County Records. Said property is bound now or formerly as follows: On the Northwest by lands of Carol B. Sheppard; on the Northeast by lands of Randy and Pamela McKinney and lands of Marion Lee Floyd; on the East by lands of Avant Edenfield; on the South by County Dirt Road No. 371 and Parcel No. 2 of said plat; and on the West by lands of Carol B. Sheppard.

The aforesaid plat and the description thereon are by reference incorporated herein and made a part hereof.

LESS AND EXCEPT: All that certain tract or parcel of land lying and being in the 47th G.M. District of Bulloch County, Georgia, containing 8.78 acres according to a plat of survey prepared for Bulloch County Commissioners by Donald W. Marsh and Associates, Registered Land Surveyor, dated December 5, 2018 and recorded in Plat Book 67, Page 563, Bulloch County Records. Said property is bound now or formerly as follows: On the Northeast by lands of Sandra Westmoreland; on the Southeast by lands of B. Avant Edenfield Estate; on the Southwest by County Road Number 371, also known as Ball Park Road; and on the Northwest by lands of Bulloch County Commissioners.

The aforesaid plat and the description thereon are by reference incorporated herein and made a part hereof.

**MEMORANDUM OF AGREEMENT
BETWEEN
BULLOCH COUNTY CORRECTIONAL INSTITUTION
AND THE
OGEECHEE TECHNICAL COLLEGE**

Bulloch County Correctional Institution whose business address is 17301 US-301, Statesboro, GA 30458 ("Licensor"), agrees to provide the Ogeechee Technical College, whose business address is One Joseph E. Kennedy Boulevard ("Licensee"), 325 square feet of classroom/office space located in the Bulloch County Correctional Institution whose business address is 17301 US-301, Statesboro, GA 30458 ("Premises").

1. Premises: The above-described premises is shown and delineated on a floor plan entitled Exhibit A (floor plan) a copy of said drawing marked EXHIBIT A is attached hereto, incorporated herein and by reference made a part of this Agreement.

2. Rent/Utilities: In consideration for providing the premises, Licensee agrees to pay Licensor the sum of One Dollar (\$1.00) per annum which is due and payable on the 1st day of each fiscal year. The Licensor shall be responsible for all other expenses for said premises, including janitorial services, trash removal, and utilities.

3. Use of Premises: The license is granted, and Licensee shall have access to said classroom/office space and shall use the classroom/office spaces solely for the purpose of conducting the following activities (contingent upon funding):

Use: Ogeechee Technical College Adult Education Classes

Ogeechee Technical College Department of Adult Education Agrees to:

- a. Provide a part-time adult literacy instructor to teach education classes for adults at Bulloch County Correctional Institution, contingent upon funding.
- b. Provide instruction based on the State Office of Adult Literacy's curriculum for adult learners in academic levels 0 – 12 grades.
- c. Assess adult students by using the TABE and other standard assessment tools.
- d. Provide classroom supplies and instructional materials to serve adult students.
- e. Provide literacy services two days a week for three hours, specifically Mondays and Wednesdays, from 6:00 PM to 9:00 PM. This schedule is subject to change as needed based on funding and instructor availability.
- f. Collect monthly statistics on number of students, contact hours, and achievement.
- g. Evaluate the adult literacy program at the Bulloch County Correctional Institution as needed to mutually evaluate the program and decide if the class will continue at the facility.

Bulloch County Correctional Institution Agrees to:

1. Provide equal access for all adult literacy students in accordance with federal and state laws.
2. Maintain class sizes of 10-20 students.
3. Provide a comfortable, well-lit, clean and adequately equipped facility.
4. Provide a secure location for classroom materials and student files.
5. No rental fee is expected from the Adult Education program at Ogeechee Technical College.
6. Schedule and transport students to the Assessment Center on the Ogeechee Technical College campus when students are recommended for GED testing.

Both Parties Agree to:

1. Collaborate efforts to provide adult literacy services to Bulloch County Correctional Institution inmates.
2. In June 2022 we will conduct a meeting to review the program and evaluate the possibility of continuing services for FY24 (Pending funding).

Conditions of Termination of Service:

If any of the conditions below are met, the adult literacy program will be terminated and/or temporarily suspended.

1. Vacancy in adult literacy instructor position
2. Lack of funding
3. Inadequate facilities and/or security
4. Inconsistent students for class or inconsistent support from facility personnel

4. **Term.** This Agreement shall be for a term of seven (7) months, beginning December 1, 2022, and ending June 30, 2023. The licensee's hours of operation in the premises will be: 6:00pm-9:00pm, Mondays and Wednesdays. Licensor and Licensee may renew this Agreement for additional periods of one year each subject to Licensee's needs. Either party may cancel this Agreement by giving sixty (60) days prior written notice of their intention to cancel this Agreement.

5. **Liability.** Licensee will not use the classroom/office space for any purpose other than that stated in paragraph 3 hereof. Any issue with regard to liability involving Licensee's use of the classroom/office space shall be governed by Georgia law, including the provisions of the Georgia Tort Claims Act, O.C.G.A. § 50-21-20, *et seq.*

6. **Entire Agreement.** This Agreement, including any attached exhibits, embodies and sets forth all the provisions, agreements, conditions, covenants, terms and understandings between the parties. This is not a sublease, but an agreement to use the space for a specified time period as mentioned in paragraph #4.

The undersigned do hereby mutually agree to the above terms this ____ day of December 1, 2022.

LICENSOR:

Bulloch County Commissioners

Notary Public

My Commission Expires: _____

(Notary Public Seal Affixed Here)

BY: _____

NAME: _____

TITLE: _____

LICENSEE:

Ogeechee Technical College

BY: Eyvonne C. Hart

NAME: Eyvonne C. Hart

TITLE: Vice President for Administration

Heidi Kaye Finch
Notary Public

My Commission Expires: 5/31/26

(Notary Public Seal Affixed Here)



CONTACT PERSON:

Ogeechee Technical College

BY: _____

NAME: Samantha Smith

TITLE: Dean for Adult Education

Notary Public

My Commission Expires: _____

(Notary Public Seal Affixed Here)

APPROVED AS TO CONTENT:

**TECHNICAL COLLEGE SYSTEM OF GEORGIA
LEGAL SERVICES**

BY: _____

DATE: _____

Attachment: OTC MOU (BCCI and OTC Agreement)

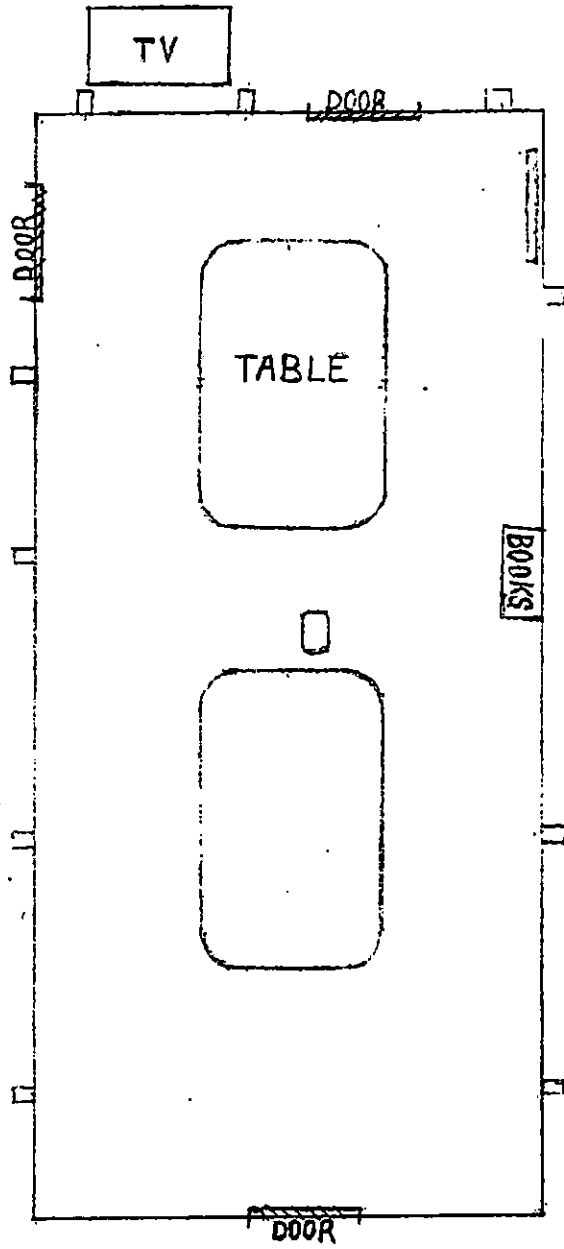
FOR INVENTORY PURPOSES ONLY

Exhibit A

Floor Plan

Attachment: OTC MOU (BCCI and OTC Agreement)

Ex. A



— = 1'

□ = Outlet

▬ = White Board

□ = Projector

*Airport
Fleet
Transportation*

*Environmental Management
Solid Waste
Roll off Services*



Bulloch County

*17315 Hwy 301 N Statesboro, GA 30458
Phone 912-764-6369 Fax 912-764-6469*

To: Board of Commissioners
From: Jacob Jackson, Assistant Director of Public Works
Date: January 5, 2023
Re: Fleet Shop Lifts

Dear Commissioners:

Over the past several months, we've begun having some issues with our 35,000-pound four-post lift and both 10,000-pound two-post lifts. After calling around, we could only find one company that was willing to come and inspect the lifts. After inspections, all three lifts were shut down and deemed inoperable and unsafe. The two small lifts were outdated and considered hobby lifts with the design of minimal use workload. With this being the case, replacement parts are almost impossible to obtain. All lifts were also said to be installed incorrectly, causing some of the issues. With the lifts being unsafe and shut down, it has caused an issue with being able to keep up with the demand for maintenance.

With the two small lifts being unrepairable, we could only get a repair cost for the one four-post 35,000-pound lift that consisted of uninstalling, disassembling, repairing, and reinstalling the lift, plus parts and labor for \$26,077.00, without knowing if it would need more parts till after disassembling (see attached). Also attached are the quotes from Mecoco for two 12,000-pound lifts at \$13,312.87 per lift, as well as one 30,000-pound lift at \$31,260.34 with freight, installation, and warranty service for all three lifts. I have also attached two quotes from another company for two 12,000-pound lifts at \$12,163.00 per lift and a 30,000-pound lift at \$30,049.00 without freight, installation, or warranty service.

We are requesting approval for the purchase of two 12,000-pound vehicle lifts and one 30,000-pound heavy lift for the Public Works Fleet Maintenance Shop. We feel that the marginal difference in price between repair (minimum \$52,702.74) and replacement (\$57,886.08 turnkey) is worth absorbing when it comes to the safety and operations of the Fleet department.

Sincerely,

Jacob Jackson

Attachment: Fleet Lifts Letter and Supporting Docs (Purchase of Lifts for Fleet Shop)



Follow us on Social Media!

From: Oscar Parada
Sent: Thursday, December 8, 2022 7:52 AM
To: 'Troy Cothren' <tcothren@bullochcounty.net>
Subject: RE: 4-post Lift

I have attached a quote for the 30K Four Post Lift with installation cost for a point of reference.

Jake is out of town this week and I am unable to calculate the repair cost until he returns with parts breakdown for each lift in need of repair..

Here is a summary of Jake's findings, pertaining to the possible repair issues, he discovered on the lifts during his inspection.

35k 4 post

Bulloch county's 35k 4 post lift is inoperable. The lift was initially installed out of square to the point that it is tearing itself apart. The pulley shim's we're not installed correctly, this caused the pulleys to be off center of the cables and this caused abnormal and unsafe wear. The lock release cylinders and springs are missing retaining clips. The carriage blocks are deformed and the mounting studs for the carriage blocks are bent. The super structure will need to be replaced due to these issues which will require full deinstallation and a reinstallation.

10k 2 post lifts (both lifts)

The 2 post lifts which are not only outdated but are also not a represented brand by ALI or other entities. These lifts are hobby lifts and nothing more. (Made to have at a home garage for minimal use and light vehicles.) The wear patterns suggest improper installation and maintenance on top of years of use. The carriages are so worn that the lock restraints are inoperable in every sense and the lifts are unsafe to use. Would require 1000's of dollars in parts and labor if the parts we're even available.

Thanks,

Oscar L. Parada III
INDUSTRIAL SALES & SERVICE SPECIALIST
oscar@mecoaugusta.com
 706-724-7603
 706-589-7906



Follow us on Social Media!

From: Oscar Parada
Sent: Thursday, December 8, 2022 7:37 AM

Attachment: Fleet Lifts Letter and Supporting Docs (Purchase of Lifts for Fleet Shop)

Jacob Jackson

From: Troy Cothren
Sent: Wednesday, January 4, 2023 2:40 PM
To: Jacob Jackson; Dink Butler
Subject: FW: 4-post Lift
Attachments: BULLOCH CTY 4 POST LIFT REPAIR QUOTE #58666.pdf

From: Oscar Parada <oscar@mecoaugusta.com>
Sent: Wednesday, January 4, 2023 1:41 PM
To: Troy Cothren <tcothren@bullochcounty.net>
Cc: Service AUG <service@mecoaugusta.com>; John Magee <jmagee@mecoaugusta.com>
Subject: RE: 4-post Lift

Troy-

Attached is a quote to repair the 4-post Lift.

We do not get much of a discount on those parts, so I am unable to pass along any significant savings regarding the parts.

An important thing to consider, it may end up costing less money going forward with a replacement lift instead. The reason, once the 4-post Lift is de-installed and dis-assembled, other defective parts could be discovered that need to be replaced as well and that could possibly add significant cost to the entire repair project. I included a detailed Scope of Work on the quote for you to review as well.

I am unable to quote a repair on the 2-post due to the following:

2 POST LIFT PARTS AND LABOR

PARTS ARE UNABLE TO BE OBTAINED AS THE DISTRUBUTOR NO LONGER CARRIES THEM. I AM NOT AUTHORIZED TO INSTALL CRITICAL STRUCTURE PARTS FROM AFTERMARKET ENTITIES THAT CARRY NON-RELIABLE WARRANTY OR ASSURANCE TO QUALITY

Thank you again for your patience and understanding while we gathered this information together.

If you have any questions or concerns, please feel free to let me know.

Thanks,

Oscar L. Parada III
INDUSTRIAL SALES & SERVICE SPECIALIST
oscar@mecoaugusta.com
 706-724-7603
 706-589-7906



Attachment: Fleet Lifts Letter and Supporting Docs (Purchase of Lifts for Fleet Shop)

Repair



Post Office Box 696 • Augusta, GA 30903
Phone (706) 724-7603 • Fax (706) 395-0614
"SERVICE MAKES THE DIFFERENCE"

6.7.a

Estimate

Number 58666
Date 1/4/2023
Due Date
Customer PO #
Payment Terms NET 30
WO #

Work/ShipAddress

BULLOCH COUNTY BD OF COMMISSIONERS (WS)
STACEY DEAL
17301 US 301 N
Statesboro, GA 30458

Bill To Address:

BULLOCH COUNTY BD OF COMMISSIONERS (WS)
STACEY DEAL
115 N MAIN STREET
Statesboro, GA 30458

Sales Rep
Oscar Parada

STATEMENTS WILL NO LONGER BE SENT OUT.
PLEASE PAY FROM THIS INVOICE.
THANK YOU FOR YOUR BUSINESS!

Item	Description	Quantity	Price	Amount
COMMENT	SCOPE OF WORK: DEINSTALL THE 4-POST LIFT, DIS-ASSEMBLE LIFT, MAKE REPAIRS REGARDING PARTS QUOTED BELOW, RE-ASSEMBLE THE LIFT AND INSTALL IT BACK IN PLACE. *****THIS QUOTE DOES NOT INCLUDE THE FOLLOWING: EQUIPMENT RENTAL (FORKLIFT), MILEAGE CHARGES, ANY CONCRETE OR ELECTRICAL WORK DISCOVERED TO NOT MEET CODE/SPECS, OR ANY OTHER PARTS FOUND TO BE DEFECTIVE ONCE THE 4-POST LIFT HAS BEEN DIS-ASSEMBLED. A CHANGE ORDER WILL BE CREATED FOR ANYTHING OUTSIDE OF THIS SCOPE OF WORK. *****	1.00	0.00	\$0.00
FREIGHT/HANDLING - INBOUND	FREIGHT (INBOUND)	1.00	435.00	\$435.00
MEAU SALES	REAR CROSS-BEAM, FRONT CROSS-BEAM, RUNWAY SHEAVE/PULLEY, RUNWAY SHEAVE PIN ASSY, YOKE END PULLEY/SHEAVE ASSY, YOKE END SHEAVE PIN ASSY	1.00		\$15,542.00
WHEEL SERVICE 4 POST DEINSTALL	WHEEL SERVICE 4 POST LIFT DEINSTALLATION *REMOVAL*	1.00	2,400.00	\$2,400.00
SHOP LABOR CHARGE	SHOP LABOR CHARGE TO MAKE REPAIRS OF PARTS QUOTED ABOVE	1.00	4,200.00	\$4,200.00
WHEEL SERVICE 4 POST INSTALL	WHEEL SERVICE 4 POST LIFT INSTALLATION *INSTALLATION*	1.00	3,500.00	\$3,500.00

Attachment: Fleet Lifts Letter and Supporting Docs (Purchase of Lifts for Fleet Shop)

Warranty items for vendors including, but not limited to, Franklin Fueling and Champion will be charged to the customer until the vendor approves the warranty coverage. At which time we will credit the customer for the charge in way of a credit on the account or a check reimbursement.

Interest at the rate of 1 1/2% per month may be charged on overdue amounts. Any items ordered are subject to a 30% restock fee (new or used). To return a product, return an item in its original condition and packaging, with receipt, within 30 days of the purchase date to request a refund. Return a defective item within the warranty period. Requests for refunds may be denied if the item has been used or installed by you, your company, or any of our technicians. Electronic items may not be returned. Refunds will be made in the same manner as at the time of purchase. All freight charges incurred may not be included on this invoice. Freight charges may be included on a separate invoice.

Subtotal	\$26,077.00
Sales Tax	\$0.00
Total	\$26,077.00
Balance Due	\$0.00



Post Office Box 696 • Augusta, GA 30903
 Phone (706) 724-7603 • Fax (706) 395-0614
 "SERVICE MAKES THE DIFFERENCE"

Estimate

Number 57786
 Date 11/29/2022
 Due Date
 Customer PO #
 Payment Terms NET 30
 WO #

Work/ShipAddress

BULLOCH COUNTY BD OF COMMISSIONERS (WS)
 STACEY DEAL
 17301 US 301 N
 Statesboro, GA 30458

Bill To Address:

BULLOCH COUNTY BD OF COMMISSIONERS (WS)
 STACEY DEAL
 115 N MAIN STREET
 Statesboro, GA 30458

Sales Rep
 Oscar Parada

STATEMENTS WILL NO LONGER BE SENT OUT.
 PLEASE PAY FROM THIS INVOICE.
 THANK YOU FOR YOUR BUSINESS!

Item	Description	Quantity	Price	Amount
FREIGHT/HANDLING - INBOUND	FREIGHT (INBOUND)	1.00	1,224.89	\$1,224.89
MEAU SALES	ROTARY SPO12N7W6BP LIFT, 2 POST SYMMETRICAL 12,000 LB, 3 STAGE ARM, TA FRAME, WIDE MODEL	1.00		\$10,887.98
WHEEL SERVICE 2 POST INSTALLATION	WHEEL SERVICE 2 POST LIFT INSTALLATION	1.00		\$1,200.00

Attachment: Fleet Lifts Letter and Supporting Docs (Purchase of Lifts for Fleet Shop)

Warranty items for vendors including, but not limited to, Franklin Fueling and Champion will be charged to the customer until the vendor approves the warranty coverage. At which time we will credit the customer for the charge in way of a credit on the account or a check reimbursement.

Interest at the rate of 1 1/2% per month may be charged on overdue amounts. Any items ordered are subject to a 30% restock fee (new or used). To return a product, return an item in its original condition and packaging, with receipt, within 30 days of the purchase date to request a refund. Return a defective item within the warranty period. Requests for refunds may be denied if the item has been used or installed by you, your company, or any of our technicians. Electronic items may not be returned. Refunds will be made in the same manner as at the time of purchase. All freight charges incurred may not be included on this invoice. Freight charges may be included on a separate invoice.

Subtotal	\$13,312.87
Sales Tax	\$0.00
Total	\$13,312.87
Balance Due	\$0.00



Post Office Box 696 • Augusta, GA 30903
 Phone (706) 724-7603 • Fax (706) 395-0614
 "SERVICE MAKES THE DIFFERENCE"

Estimate

Number 58050
 Date 12/8/2022
 Due Date
 Customer PO #
 Payment Terms NET 30
 WO #

Work/ShipAddress

BULLOCH COUNTY BD OF COMMISSIONERS (WS)
 STACEY DEAL
 17301 US 301 N
 Statesboro, GA 30458

Bill To Address:

BULLOCH COUNTY BD OF COMMISSIONERS (WS)
 STACEY DEAL
 115 N MAIN STREET
 Statesboro, GA 30458

Sales Rep
 Oscar Parada

STATEMENTS WILL NO LONGER BE SENT OUT.
 PLEASE PAY FROM THIS INVOICE.
 THANK YOU FOR YOUR BUSINESS!

Item	Description	Quantity	Price	Amount
FREIGHT/HANDLING - INBOUND	FREIGHT (INBOUND)	1.00	2,560.97	\$2,560.97
MEAU SALES	ROTARY SM30N011BL LIFT, 4 POST 30,000 LB CLOSED FRONT 271" MAX WHEEL BASE, BLUE	1.00		\$26,899.37
WHEEL SERVICE 4 POST INSTALLATION	WHEEL SERVICE 4 POST LIFT INSTALLATION	1.00		\$1,800.00

Warranty items for vendors including, but not limited to, Franklin Fueling and Champion will be charged to the customer until the vendor approves the warranty coverage. At which time we will credit the customer for the charge in way of a credit on the account or a check reimbursement.

Interest at the rate of 1 1/2% per month may be charged on overdue amounts. Any items ordered are subject to a 30% restock fee (new or used). To return a product, return an item in its original condition and packaging, with receipt, within 30 days of the purchase date to request a refund. Return a defective item within the warranty period. Requests for refunds may be denied if the item has been used or installed by you, your company, or any of our technicians. Electronic items may not be returned. Refunds will be made in the same manner as at the time of purchase. All freight charges incurred may not be included on this invoice. Freight charges may be included on a separate invoice.

Subtotal	\$31,260.34
Sales Tax	\$0.00
Total	\$31,260.34
Balance Due	\$0.00

[Shop All](#)[Two Post Lifts](#)[Four Post Lifts](#)[In Ground Lifts](#)[Mobile Column Lifts](#)[Accessories](#)[Parts](#)[Home / Spo12 / SPO12N7W6](#)[< Prev](#) | [Next >](#)

SPO12N7W6

\$12,163.00

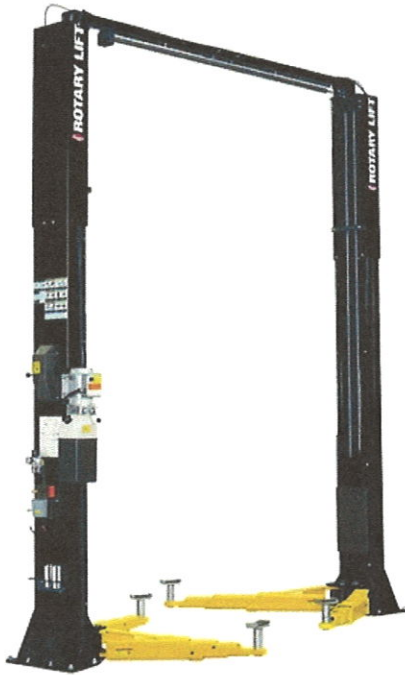
As low as \$422/mo with [affirm](#). [Learn more](#)

Color



Quantity

Add to Cart



Capacity: 12,000 lbs.

You can't find a better designed and better engineered 12,000-pound two post lift. Due to its size, the SPO12 gives techs a feeling of even greater safety when they're under a vehicle, while also giving them a little more space between the columns. Its size and its larger footprint make it optimal for shops that have larger bays and work on taller, heavier vehicles. And that's why it's chosen by more dealers and independent repair shops than any other lift in its category.

- True symmetrical, single-piece "Double S" columns
- Standard front & rear three-stage arms
- Truck adapters with stackable inserts for added reach
- Available in alternate height configurations to fit your shop's needs
- Available with Shockwave™
- ALI Gold Certified

Submit

Home / Spo12 / SM30N010

SM30N010

\$30,049.00

Color



Quantity

Add to Cart



Capacity: 30,000lbs.

Perfect solution for Ford, GM and Dodge mid- and heavy duty trucks.

Versatility: it's the standard to which Rotary Lift's four-post lifts are built.

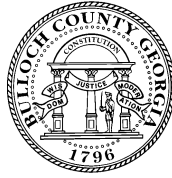
These lifts handle cars, vans, trucks – even light and medium duty commercial vehicles with ease. If you service a wide variety of vehicles,

Rotary four-post lifts are the right choice for maximum productivity.

- o Cylinder located under the runway
- o Dual function Sentinel Lock™ System
- o Internal airline
- o Adjustable latch bars
- o ALI Gold Certified (SM30N0-X)

Name *	Email *	Phone No. *	Business Name:
How Can We Help? *			Submit

THIS SITE IS UNDER CONSTRUCTION. NEW PRODUCTS ARE ADDED DAILY. CHECK BACK OR CONTACT US IF YOU CANNOT FIND WHAT YOU NEED.



BULLOCH COUNTY BOARD OF COMMISSIONERS
Human Resources Department
115 N. Main Street, Statesboro, Georgia 30458
Phone (912) 764-0219 Fax (912) 764-4609

MEMORANDUM

DATE: January 17, 2023 (Meeting Date)
TO: Bulloch County Board of Commissioners
FROM: Cindy Mallett, Human Resources Director
RE: Health Insurance / Benefits Consulting

As you are aware, one of our anticipated projects for FY2023 is to design and conduct a formal selection process to review our health insurance plan and its associated vendors. Planning for this process is underway.

Because of the complex nature and regulatory requirements of employee benefits plans, we have concluded that it is prudent to secure the services of a professional consultant to help guide and oversee the process. The consultant used for previous bids has scaled down his work activities and has respectfully declined to contract with us for this project. After seeking recommendations from various sources for a qualified consultant, we have identified an alternative organization that can assist with our project.

Oakbridge Insurance offers consulting services for municipalities and other organizations and was recommended by a peer organization. Edward Smith, Oakbridge Employee Benefits Practice Leader, is licensed by the State of Georgia as a Health Insurance Counselor and holds a Certified Insurance Counselor (CIC) professional designation.

Oakbridge has submitted a proposal (attached) for services to be performed, including a needs assessment, RFP design, review and evaluation of responses, finalist recommendations, and assistance with final vendor selection. The cost associated with this project is \$40,000.

We believe that Oakbridge can provide the services we need to ensure our success in the RFP, helping us select vendors and options to offer quality benefits at a reasonable cost. Two agreements – a Consulting Services Agreement and a Business Associate Agreement – are required to formalize the business arrangement with Oakbridge.

Your approval (Motion to Approve Benefits Consulting Agreement with Oakbridge Insurance) is recommended and would be appreciated.

Thank you.



CONSULTING SERVICES AGREEMENT

This Consulting Agreement, hereinafter referred to as “Agreement” is between **Bulloch County Board Of Commissioners**, hereinafter referred to as “Client” and **Oakbridge Insurance Agency**, hereinafter referred to as “Consultant.”

WHEREAS Client wishes to obtain the assistance of Consultant with strategic benefit planning, design, funding, administration, and communication with respect to its employee benefit programs.

WHEREAS, Consultant has superior knowledge and expertise in assisting employers with designing and servicing employee benefit plans; and

WHEREAS the parties wish to set forth their respective expectations.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties hereby agree as follows:

1. Scope of Services to be Provided by Consultant

- A. Interview / Assess Bulloch County needs & wishes.** Consultant will conduct interviews of Bulloch County EB/HR dept members to understand the current state various aspects of the health plan and how it may be improved upon. Any previously issued RFPs or winning submissions will be requested to help ascertain the evolution of the current plan costs/design.

Timeline: One-Two Weeks. Assumes a begin date of 1/18/23-1/31/23.

- B. RFP Design.** Consultant will design an RFP document with the information obtained during the assessment process as well as our extensive knowledge and understanding of broker compensation, healthcare plan billing, and underwriting considerations. This RFP will be provided to Bulloch County for editing and submission to the marketplace in a manner to be chosen by Bulloch County, guidance will be given if needed in the proper channels to reach the broker marketplace.

Timeline: One -Two Weeks for RFP Submission to Bulloch County from Oakbridge RFP distribution date and respondent submission window to be decided by Bulloch County

- C. Q&A Availability.** Consultant will be available to provide clarifications or answer reasonable questions from broker respondents during the initial response period.

Timeline: As needed and will be made clear in the RFP when submitted

- D. Finalist Selection/Recommendation.** Consultant will advise and counsel from the list of all respondents to select down to a list of up to 3 qualified broker firms. If needed Consultant will work with Bulloch County on follow up questions for the finalist firms. Consultant will make a final recommendation to Bulloch County as to which finalist will best serve Bulloch County. Consultant will have representatives available to answer questions in person at the required County Commissioners meeting.

Timeline: Broker to be selected by late March to mid-April to give ample time to select and present a plan to begin on 7/1/2023

- E. Consultant Intentions re Brokerage.** Although Oakbridge Insurance Agency does serve as Broker for similar clients to Bulloch County and as Consultant for clients similar to Bulloch County our proposal is to serve solely as Consultant for Bulloch County. Consultant and its representatives will not seek brokerage for the 2023 RFP process. We reserve the opportunity in the future to serve as Broker for Bulloch County if/when the opportunity does arise.
- F. Other Compensation.** Oakbridge and its representatives will neither receive nor seek any compensation from any party other than the fees described in **Section 3 Cost Of Services** as it relates to the Bulloch County 2023 RFP process.

2. Term & Termination

- A. Term.** The term of this agreement shall begin upon approval of Consultant by Bulloch County (estimated to be mid-January 2023) and shall terminate upon selection of a broker firm (estimated to be no later than mid-April 2023)
- B. Termination.** This Agreement may be terminated by either party only as follows:
- a) Effective upon thirty (30) days advance written notice to the other party stating that such other party is in breach of any of the provisions of this Agreement, provided such breach (if able to be cured) is not cured within fifteen (15) days after the notice is received.
 - b) effective upon six (60) days advance written notice to the other party given with or without reason; provided such notice is given after the Initial Term; or
 - c) By mutual written agreement of the parties.

3. Cost of Services

Oakbridge Insurance will conduct services listed in this agreement for a fee of \$120/enrolled employee as enrollment stands on 1/15/2023 (approx. \$40,000). This fee will be invoiced at 25% within 30 days of agreement inception and the remaining 75% to be invoiced within 30 days of broker selection by Client.

Additional programs and services may be provided on a project basis for an additional fee to be disclosed in writing and shall be undertaken upon mutual agreement between Consultant and Client. Such programs and services may include, but not be limited to, retiree medical plans, special employee surveys, employee communication materials, and long-term care insurance or any other programs not pertaining to claims or admin in the basic medical/Rx plans or on-site clinic.

4. Client's Responsibilities

Client will make available such reasonable information as required for Consultant to conduct its services. This is to include Complete access to any and all data, including but not limited to eligibility, claims, case management, pre-certification, plan documents, and plan performance, for all current benefit policies and direct primary care arrangements. Such data will be made available as promptly as possible. It is understood by Consultant that the time of Client's personnel is limited, and judicious use of that time is a requirement of this Agreement. Client will make timely payments of the service fees as set forth elsewhere in this Agreement.

5. Records and Information

Consultant understands and agrees to limit its use and disclosure of protected health information.

6. Independent Contractor. It is understood and agreed that Consultant is engaged by Client to perform services under this Agreement as an independent contractor. Consultant shall use its best efforts to follow written, oral, or electronically transmitted (i.e., sent via facsimile or e-mail) instructions from Client as to policy and procedure.

7. Fiduciary Responsibility.

Client acknowledges that: (i) Consultant shall have no discretionary authority or discretionary control respecting the management of any of the employee benefit plans; (ii) Consultant shall exercise no authority or control with respect to management or disposition of the assets of Client's employee benefit plans; and (iii) Consultant shall perform services pursuant to this Agreement in a non-fiduciary capacity. Client agrees to notify Consultant as soon as possible of any proposed amendments to the plans' legal documents to the extent that the amendments would affect Consultant in the performance of its obligations under this Agreement. Client agrees to submit (or cause its agent, consultants, or vendors to submit) all information in its (or their) control reasonably necessary for Consultant to perform the services covered by this Agreement.

8. Entire Agreement

This constitutes the entire Agreement between the parties, and any other warranties or agreements are hereby superseded.

Subsequent amendments to this Agreement shall only be in writing signed by both parties.

IN WITNESS WHEREOF, the undersigned have executed this Agreement.

Plan Sponsor (on behalf of Covered Entity)

Business Associate

Signature

Signature

Date

Date

Name

Edward D. Smith

Name

Title

SVP| Employee Benefits Practice Leader

Title



BUSINESS ASSOCIATE AGREEMENT

This Business Associate Contract (Agreement) is entered into by and between **Bulloch County Board Of Commissioners** as "Covered Entity" and **Oakbridge Insurance Company** as their "Business Associate".

WHEREAS, Covered Entity is a group health plan as defined in the administrative simplification provisions within the Health Insurance Portability and Accountability Act of 1996 (HIPAA Privacy and Security Rules).

WHEREAS, Business Associate is an insurance broker that provides consulting services to plan sponsors and group health plans on matters related to employee benefits.

WHEREAS, Business Associate has been retained by the Covered Entity to perform a function or activity on behalf of the Covered Entity that requires that the Business Associate have access to protected health information (PHI).

WHEREAS, Covered Entity desires to receive satisfactory assurances from the Business Associate that it will comply with the obligations required of business associates by the HIPAA Privacy and Security Rules.

WHEREAS, the parties wish to set forth their understandings with regard to the use and disclosure of PHI by the Business Associate in performance of its obligations.

NOW, THEREFORE, in consideration of the mutual promises set forth below, the parties hereby agree as follows:

A. DEFINITIONS

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the HIPAA Privacy, Security, Breach Notification and Enforcement Rules in 45 CFR Part 160 and 164.

B. USE AND DISCLOSURE OF PHI

Covered Entity hereby grants Business Associate permission to use, disclose and request from third parties PHI on behalf of Covered Entity or an organized health care arrangement in which the Covered Entity is a member in order to:

1. Perform or assist in performing a function or activity regulated by the HIPAA Privacy or Security Rules, including, but not limited to, claims processing or administration, data analysis, utilization review, quality assurance, billing, benefit management, practice management, repricing, renewal or replacement of a contract, conducting planning-related analysis related to managing the employee benefit plans and customer service.
2. Assist the Covered Entity's other business associates retained to provide legal advice, accounting, actuarial, consulting, data aggregation, management, administration, accreditation, or financial services to the Covered Entity or to an organized health care arrangement in which the Covered Entity participates.
3. Allow Business Associate to properly manage and administer the Business Associate's organization or to carry out the legal responsibilities of the Business Associate.
4. Perform functions, activities or services for, or on behalf of, Covered Entity as specified above, except as otherwise limited by this Agreement or if such use or disclosure would violate the HIPAA Privacy or Security Rules if done by the Covered Entity.

C. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

1. Use and Disclosure of PHI – Business Associate shall not use or further disclose PHI other than as permitted by this Agreement or as required by law. To the extent practicable, Business Associate shall limit its use or disclosure

of PHI or requests for PHI to a limited data set, or if necessary, to the minimum necessary to accomplish the intended purpose of such use, disclosure or request.

2. Safeguards – Business Associate shall use appropriate safeguards to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this Agreement, including establishing procedures that limit access to PHI within its organization to those employees with a need to know the information. Business Associate agrees that it will implement appropriate administrative, physical and technical safeguards to protect the confidentiality, integrity and availability of electronic PHI that it creates, receives, maintains or transmits on behalf of the Covered Entity, as required by the HIPAA Security Rule.

Business Associate acknowledges that the requirements of 45 CFR. Sections 164.308, 164.310 and 164.312 applicable to such administrative, physical and technical safeguards apply to Business Associate in the same manner that such sections apply to Covered Entity. Further, Business Associate shall implement, and maintain in written form, reasonable and appropriate policies and procedures to comply with the standards, implementation specifications or other requirements of the HIPAA Security Rule, in accordance with 45 CFR. Section 164.316, which applies to Business Associate in the same manner that such section applies to Covered Entity.

3. Unauthorized disclosures of PHI – Business Associate shall, within 10 business days of becoming aware of a disclosure of PHI in violation of this Agreement by Business Associate, its officers, directors, employees, contractors, agents or by a third party to which Business Associate disclosed PHI (including a subcontractor), report to Covered Entity any such disclosure. Business Associate agrees to mitigate, to the extent practicable, any harmful effect of the unauthorized disclosure.

This section shall also apply to any breach of unsecured PHI, as defined by the applicable regulations. Notice of any such breach shall include the identification of any individual whose unsecured PHI has been, or is reasonably believed by Business Associate, to have been accessed, acquired or disclosed during such breach and any other information required by the applicable regulations.

4. Security incidents – Business Associate shall promptly report to Covered Entity any security incident of which it becomes aware, in accordance with the HIPAA Security Rule.
5. Agreements with third parties – Business Associate agrees to ensure that any agents and subcontractors that create, receive, maintain or transmit PHI on behalf of Business Associate with respect to Business Associate's relationship with Covered Entity agree to the same restrictions and conditions that apply to Business Associate with respect to such information.
6. Access to information – Within 10 business days of a request by the Covered Entity for access to PHI about an individual contained in a designated record set, Business Associate shall make available to the Covered Entity such PHI for so long as such information is maintained in a designated record set and in accordance with the requirements of 45 CFR. Section 164.524. In the event any individual requests access to PHI directly from the Business Associate, Business Associate shall respond to the request for PHI within 10 business days. Any denials of access to the PHI requested shall be the responsibility of the Business Associate.
7. Availability of PHI for amendment – Business Associate agrees to make any amendments to PHI in a designated record set that the Covered Entity directs or agrees to pursuant to 45 CFR Section 164.526 at the request of the Covered Entity or an individual, and in the time and manner designated by Covered Entity.
8. Inspection of books and records – Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity, available to the Covered Entity, or at the request of the Covered Entity, to the Secretary of the U.S. Department of Health and Human Services or its designee (the "Secretary"), in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with HIPAA.

9. Accounting of disclosures – Business Associate agrees to maintain and make available to the Covered Entity an accounting of disclosures of PHI as would be required for Covered Entity to respond to a request by an individual made in accordance with 45 CFR Section 164.528. Business Associate shall provide an accounting of disclosures made during the six years prior to the date on which the accounting is requested (or during the three years prior to the date the accounting is requested for PHI maintained in an electronic health record, beginning on the applicable effective date pursuant to the American Recovery and Reinvestment Act of 2009). At a minimum, the accounting of disclosures shall include the following information:

- a. Date of disclosure;
- b. The name of the person or entity who received the PHI, and if known, the address of such entity or person;
- c. A brief description of the PHI disclosed; and
- d. A brief statement of the purpose of such disclosure which includes an explanation of the basis of such disclosure.

In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall respond to the request within 10 business days. Any denials of a request for an accounting shall be the responsibility of the Business Associate. Business Associate agrees to implement an appropriate recordkeeping process to enable it to comply with the requirements of this section.

10. Remuneration in exchange for PHI – Effective Sept. 23, 2013, the effective date of the final HIPAA regulations pursuant to the American Recovery and Reinvestment Act of 2009, and subject to the transition provision of 45 CFR Section 164.532 regarding prior data use agreements, Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI without a valid authorization permitting such remuneration, except as permitted by law.

D. OBLIGATIONS OF COVERED ENTITY

1. Covered Entity shall comply with each applicable requirement of the HIPAA Privacy and Security Rules.
2. Covered Entity shall provide Business Associate with the Notice of Privacy Practices that Covered Entity produces in accordance with 45 CFR Section 164.520, as well as any changes to such notice.
3. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures.
4. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR Section 164.522.

E. PERMISSIBLE REQUESTS BY COVERED ENTITY

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if done by the Covered Entity.

F. TERMINATION

1. Term – The term of this Agreement shall begin on the effective date and shall remain in effect until terminated under Section F(2) of this Agreement.
2. Termination – This Agreement shall be terminated only as follows:

- a. Termination for Cause by Covered Entity – This Agreement may be terminated by the Covered Entity upon 15 business days written notice to the Business Associate in the event that the Business Associate breaches any provision contained in Paragraph C of this Agreement and such breach is not cured within such 15-day period.
- b. Termination for Cause by Business Associate – This Agreement may be terminated by the Business Associate upon 15 business days written notice to the Covered Entity in the event that the Covered Entity breaches any provision contained in Paragraphs D or E of this Agreement and such breach is not cured within such 15-day period.
- c. Termination Due to Change in Law – Either party may terminate this Agreement effective upon 30 days' advance written notice to the other party in the event that the terminating party has sought amendment of this Agreement pursuant to Paragraph G(1) and no amendment has been agreed upon.
- d. Termination Without Cause – Either may terminate this Agreement effective upon 90 days' advance written notice to the other party given with or without any reason.

3. Return or Destruction of PHI

Upon termination of this Agreement, Business Associate shall return or destroy all PHI received from Covered Entity, or created, maintained or received by Business Associate on behalf of Covered Entity that the Business Associate maintains in any form. Business Associate shall retain no copies of the PHI.

Notwithstanding the above, to the extent that the Business Associate determines that it is not feasible to return or destroy such PHI, the terms and provisions of Paragraphs A, B, C and D shall survive termination of this Agreement and such PHI shall be used or disclosed solely for such purpose or purposes which prevented the return or destruction of such PHI. When the PHI is no longer needed by the Business Associate, the Business associate shall return the PHI to Covered Entity or shall destroy it.

G. GENERAL PROVISIONS

1. Amendment – This Agreement may be amended only by the mutual written agreement of the parties. The parties agree to take such action to amend this Agreement from time to time as is necessary for the Covered Entity or Business Associate to comply with the requirements of HIPAA.
2. Indemnification – Business Associate shall release, indemnify and hold Covered Entity harmless from and against any claims, fees and costs, including, without limitation, reasonable attorneys' fees and costs, which are related to Business Associate's failure to perform its obligations under this Agreement. Covered Entity shall release, indemnify and hold Business Associate harmless from and against any claims, fees and costs, including without limitation, reasonable attorneys' fees and costs, which are related to Covered Entity's alleged improper use or disclosure of PHI or other breach of this Agreement.
3. Remedies – The parties acknowledge that breach of Paragraphs B, C, D or E of this Agreement may cause irreparable harm for which there is no adequate remedy at law. In the event of a breach, or if either party has actual notice of an intended breach, such party shall be entitled to a remedy of specific performance and/or injunction enjoining the other party from violating or further violating this Agreement. The parties agree the election of the party to seek injunctive relief and or specific performance of this Agreement does not foreclose or have any effect on any right such party may have to recover damages.
4. Survival – Business Associate's obligation to limit its use and disclosure of PHI as set out in Paragraph C survive the termination of this Agreement so long as Business Associate has PHI received during the performance of its services as described in this Agreement.
5. Governing law – This Agreement shall be construed and enforced in accordance with the laws of the state of Georgia.

- 6. Assigns – Neither this Agreement nor any of the rights, benefits, duties or obligations provided herein may be assigned by any party to this Agreement without the prior written consent of the other party.
- 7. Third-party beneficiaries – Nothing in this Agreement shall be deemed to create any rights or remedies in any third party.
- 8. Interpretation – Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the Covered Entity and/or Business Associate, as applicable, to comply with HIPAA.
- 9. Notices – Any notice given under this Agreement must be in writing and delivered via first-class mail, via reputable overnight courier service, or in person to the parties' respective addresses as first written above or to such other address as the parties may from time to time designate in writing.

IN WITNESS WHEREOF, the undersigned have executed this Agreement.

Plan Sponsor (on behalf of Covered Entity)

Business Associate

Signature

Signature

Date

Date

Name

Edward D. Smith

Name

Title

SVP| Employee Benefits Practice Leader

Title

Attachment: BAA Business Associate Agreement OB Bulloch County (Benefits Consulting Agreement with Oakbridge Insurance)

SERVICE TEAM-ADVISORS



Edward Smith, CIC

Senior Vice President, Employee Benefits Practice Leader

Edward leads the Employee Benefits division at Oakbridge, where he delivers proven solutions in helping employers achieve better medical plan outcomes for employees often at a significantly lower cost. While serving more than 20 years as a principal of Hutchinson Traylor, Edward combined his insurance industry knowledge with his personal mission to solve the healthcare crisis by creating a comprehensive and transparent health and employee benefits platform that sheds light on the hidden financial incentives embedded within our health system and helps bring innovative, affordable, and holistic benefits solutions to employers. He holds resident and surplus lines licenses in Life & Health and Property & Casualty Insurance in addition to his Certified Insurance Counselor (CIC) designation.

Edward attended Wake Forest University where he graduated magna cum laude from the Wayne Calloway School of Business and Accountancy.



Justin White

Oakbridge VP of Employee Benefits

Member of NFP National Study Group, Health Rosetta Certified Advisor

Benefits Pro magazine "Broker of the Year" finalist 2017

NAHU (National Association of Health Underwriters) Certified Health Care Reform Specialist, TNAHU Board Member, Pareto Group Captive Inner Circle Member

Justin assists customers with insurance programs that best suit their needs including, fully insured and self-funded arrangements, and consulting agreements. He has demonstrated his ability to successfully lower the cost while increasing employee access to healthcare by specializing in performance based health plans. Justin has the honor of being selected among the first 150 people admitted to the Health Rosetta Certified Benefit Advisor program, and the only one from the greater Chattanooga area. Some of the practices employed by Health Rosetta advisors include: transparent pharmacy benefits, direct primary care, and cost-containment programs, said officials. Prior to joining BIA, he was with Unum where he worked as a Financial Institutions Account Manager. Justin earned his BS in Business Administration from the University of Tennessee, Chattanooga.



Matt Henderson

Benefits & Risk Advisor

Health Rosetta Certified Advisor

Matt has a passion for bringing transparency to the healthcare cost space so employers can make a more informed decision about their benefits plan. Matt works with groups from 25 to 1000+ employees and is proven to be solution oriented and an outside the box thinker. Matt works with private employers, municipal/public sector employers, as well as association based group plans. Matt attended Mississippi State University and chose to join the employee benefits industry after learning about the perverse incentives built within the status quo so that he could help to lower the cost of health insurance for employers and their employees through awareness and informed decision making.

**COUNTY OF BULLOCH
STATE OF GEORGIA**

RESOLUTION NO. 2023-1

A RESOLUTION OF THE BULLOCH COUNTY BOARD OF COMMISSIONERS TO EXTEND A MORATORIUM ON SELECTED RESIDENTIAL RE-ZONING APPLICATIONS IN SOUTHEAST BULLOCH COUNTY; TO ESTABLISH AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, on August 16, 2022, the Bulloch County Board of Commissioners approved and adopted Resolution No. 2022-27 imposing a moratorium on the application for and issuance of specified zoning approvals in the area shown on in blue on the map attached hereto (the "Moratorium Area"), which map is incorporated herein and made a part hereof by reference, for one hundred eighty (180) calendar days from the effective date of the resolution (concluding at the close of business on February 10, 2023); and

WHEREAS, Resolution No. 2022-27 further provided that the Bulloch County Board of Commissioners reserved the privilege to approve one extension of said moratorium for up to an additional one hundred eighty (180) calendar days; and

WHEREAS, the Bulloch County Board of Commissioners finds that it is necessary to extend said moratorium in order to complete the County's ongoing review and revision of the Bulloch County Comprehensive Plan, Zoning Ordinance, Subdivision Regulations, and other related policies and ordinances for the same reasons set forth in Resolution No. 2022-27;

NOW THEREFORE, BE IT RESOLVED by the Bulloch County Board of Commissioners, and IT IS HEREBY RESOLVED by the authority of the same, as follows:

SECTION 1. EXTENSION OF MORATORIUM

The moratorium on the acceptance of residential rezoning applications in the Moratorium Area as imposed by Resolution No. 2022-27 is hereby extended for fifty-six (56) calendar days from February 10, 2023 (concluding at the close of business on April 7, 2023).

SECTION 2. SEVERABILITY

It is hereby declared to be the intention of the Bulloch County Board of Commissioners that all sections, paragraphs, sentences, clauses and phrases of this Resolution are and were, upon their enactment, believed by the Bulloch County Board of Commissioners to be fully valid, enforceable and constitutional. It is hereby declared to be the intention of the Bulloch County Board of Commissioners that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Resolution is severable from every other section, paragraph, sentence, clause or phrase therein. It is hereby further declared to be the intention of the Bulloch County Board of Commissioners that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Resolution is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Resolution. In the event that any phrase, clause, sentence, paragraph or section of this Resolution shall, for any reason whatsoever, be

declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Bulloch County Board of Commissioners that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Resolution and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of the Resolution shall remain valid, constitutional, enforceable, and of full force and effect.

SECTION 3. REPEALING CLAUSE

All resolutions, ordinances or parts thereof previously approved and adopted by the Bulloch County Board of Commissioners that are in conflict with any of the provisions contained in this Resolution are, to the extent of such conflict, hereby superseded and repealed.

SECTION 4. PREAMBLE INCORPORATED BY REFERENCE

The preamble of this Resolution shall be considered to be a part of this Resolution and is hereby incorporated by reference as if fully set out herein.

SECTION 5. EFFECTIVE DATE

This Resolution shall take effect immediately upon its adoption and shall remain in effect until the expiration of the moratorium extended hereby, or until it is repealed or superseded by further action of the Bulloch County Board of Commissioners.

RESOLUTION APPROVED AND ADOPTED this 17th day of January, 2023.

**BOARD OF COMMISSIONERS OF
BULLOCH COUNTY, GEORGIA**

**By: _____
Roy Thompson, Chairman**

**Attest: _____
Venus Mincey-White, Clerk**

(SEAL)

Attachment: Resolution (Resolution to Extend Moratorium)



SUPPLEMENTAL LETTER AGREEMENT

This Supplemental Letter Agreement (this “Agreement”) is entered into as of _____, 2022 between Bulloch County, Georgia (“County”) and Davenport & Company LLC (“Davenport”) and is specific to certain financial advisory services describe herein. This agreement is a supplement to our contract dated December 17, 2019.

At the County’s discretion, additional Financial Advisory services may be requested from time to time, including but not limited to capital projects, investments, Bonds 101 training, and financings. The basis of the compensation for these engagements is anticipated to be hourly, flat fee or other arrangement to be mutually acceptable and agreed upon by the County and Davenport.

In accordance with Rule G-23 of the Municipal Securities Rulemaking Board, Davenport is required to have a written agreement with the County disclosing the financial advisory services it will provide and the basis of its compensation.

Scope of Services – Financial Advisory Retainer Services

- Develop a Banking Service RFP every five years, if necessary;
- Analyze future Tax Allocation District assistance applications and possible financing methods;
- Present, annually, to the County, a State of the County Financial Review to include Debt Capacity Analysis and Peer Review;
- Provide debt service schedule reflecting varying interest rates, issue size and maturity structures as they are needed for related fiscal planning;
- Provide a debt capacity/affordability analysis to permit matching of existing and proposed debt service requirements with available resources;
- Assist the County in the development of a Capital Improvement Program by identifying sources of capital funding for infrastructure needs, assessing capital needs, identifying potential revenue sources, analyze financing alternatives such as pay-as-you-go, lease/purchasing, short-term vs. long-term financings, assessments, user fees, impact fees, developer contributions, public/private projects, and grants, and provide analysis of each alternative, as required, as to the budgetary and financial impact;
- Assist the County in the periodic review of Financial and Debt Policies and Administrative Procedures;
- Advise the County of pertinent market factors and expected trends during the contractual period, including, but not limited to, State and Federal tax legislation implications;
- Act as the County’s liaison with the major rating agencies including recommending approaches for strengthening the County’s credit position;
- Review current debt structure, identifying strengths and weaknesses of structure so that future debt issues can be structured to maximize ability to finance future capital needs, including but not limited to, periodic review of existing debt for the possibility of refunding debt to provide the County with savings;

- Analyze future debt capacity to determine the County’s ability to raise capital;
- Review the reports of accountants, independent engineers, and other project feasibility consultants to ensure that such studies adequately address technical, economic, and financial risk factors affecting the marketability of any proposed debt issues; provide bond market assumptions necessary for financial projections included in these studies; attend all relevant working sessions regarding the preparation, review and completion of such independent studies; and provided written comments and recommendations regarding assumptions, analytic methods, and conclusions contained therein;
- Attend meetings with County staff, consultants and other County representatives;
- Undertake any and all other financial planning and policy development assignments made by the County regarding bond and other financing and related fiscal policy and programs; and
- Assist the County in preparing financial presentations for public hearings and/or referendums.

Compensation

Annual Rate for Financial Advisory Retainer Services

Davenport proposes to be reimbursed for the services outlined in **Scope of Services – Financial Advisory Retainer Services** in the form of an annual rate of \$25,000 paid annually.

Additionally, customary direct out-of-pocket expenses, including mileage at the prevailing federal rate, meals, and lodging will be reimbursed at cost. Davenport will charge an additional fee of 4% of the fee amount as well.

Term and Termination:

This Agreement shall remain in effect until such time that it is terminated by either party. Either party may terminate this Agreement with 30-day written notice. If any party terminates this Agreement as set forth above, it is understood and agreed that the only amount due to Davenport will be for services provided and expenses incurred through the date of termination

Bulloch County, Georgia

Davenport & Company LLC

By: Thomas Couch

Ricardo Cornejo

County Manager
Title

First Vice President
Title

Date

December 20, 2022
Date

Attachment: Davenport Public Finance - Supplemental Letter Agreement (Supplemental Agreement with Davenport Public Finance)