



LOWNDES COUNTY BOARD OF COMMISSIONERS  
PROPOSED AGENDA  
WORK SESSION, MONDAY, JUNE 8, 2026, 8:30 AM  
REGULAR SESSION, TUESDAY, JUNE 9, 2026, 5:30 PM  
327 N. Ashley Street - 2nd Floor

**1. Call To Order**

**2. Invocation**

**3. Pledge Of Allegiance To The Flag**

**4. Minutes For Approval**

- a. Work Session & Regular Session - May 26, 2026  
Recommended Action: Approve  
Documents:

**5. Appointment**

- a. Valdosta-Lowndes County Zoning Board of Appeals  
Recommended Action: Board's Pleasure  
Documents:
- b. Valdosta-Lowndes County Airport Authority  
Recommended Action: Board's Pleasure  
Documents:
- c. Lowndes County Public Facilities Authority  
Recommended Action: Board's Pleasure  
Documents:

**6. Public Hearing**

- a. REZ-2026-13 Touchton Lake Park, ~1.4ac, Cannon Dr., Park Dr., US HWY 41 S, C-H to R-10, County Utilities  
Recommended Action: Approve  
Documents:
- b. TWR-2026-01 Salem Church Tower - WITHDRAWN  
Recommended Action:  
Documents:

**7. For Consideration**

- a. Old US 41 North Widening Phase 4, P.I. 0020531 - Transportation Improvement Act (TIA) Project Agreement  
Recommended Action: Option 1  
Documents:

- b. Beer, Wine, and Liquor License - Jignasha Patel of Pitstop Three Liquors LLC, DBA Pitstop Liquors, 1405 St. Augustine Road Suite B, Valdosta, GA 31605  
Recommended Action: Approve  
Documents:
- c. GEFA Loan GFPP011 for Bypass Pumps at Lift Station  
Recommended Action: Option 1  
Documents:
- d. ACCG IRMA Property & Liability Insurance Renewal  
Recommended Action: Board's Pleasure  
Documents:
- e. Industrial Authority Series 2026 Bonds  
Recommended Action: Board's Pleasure  
Documents:

**8. Bid**

- a. Twin Lakes Road Bids, P.I. # 0016280 - Transportation Investment Act (TIA)  
Recommended Action: Option 1  
Documents:

**9. Reports - County Manager**

**10. Citizens Wishing To Be Heard - Please State Your Name and Address**

**11. Adjournment**

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Valdosta-Lowndes County Zoning Board of Appeals

DATE OF MEETING: June 9, 2026

Work  
Session/Regular  
Session

BUDGET IMPACT:

FUNDING SOURCE:

- Annual
- Capital
- N/A
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: Appointing/Reappointing Members

HISTORY, FACTS AND ISSUES: The terms of Victoria Copeland and Marion Ramsey have expired. Mr. Ramsey would like to be reappointed, and Ms. Copeland does not want to be reappointed. Gary Wisenbaker and Stacy Young are also interested in serving on the board.

OPTIONS: 1. Appoint/Reappoint Members.  
2. Board's Pleasure

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: County Manager

DEPARTMENT HEAD: Paige Dukes

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

Print

**Lowndes County Board/Agency Appointee Information Sheet - Submission #205**

Date Submitted: 1/20/2026

Date:

1/20/2026

Board/Agency Applying For:

Zoning Board Of Appeals

Last Name

Young

First Name

Stacy

Street Address

City/State/Zip

Valdosta Ga 31602

Phone Number

Email Address

Occupation

Self employed business owner

**Professional Experience**

I have been my own boss for 30 years

**Knowledge & Skills**

I would like to serve my community in this capacity.

What knowledge or skills do you possess that would contribute to the Board/Agency to which you are requesting to be appointed?

**Please list the Board/Agency that you have been or are currently a member of:**

None

**Extra Activities & Community Organizations**

None, I'd like to start here.

Please list any extracurricular activities and/or community organizations you are affiliated with.

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Valdosta-Lowndes County Airport Authority

DATE OF MEETING: June 9, 2026

Work  
Session/Regular  
Session

BUDGET IMPACT:

FUNDING SOURCE:

- Annual
- Capital
- N/A
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: Appointing a Member

HISTORY, FACTS AND ISSUES: Dan Kerrigan's term has expired. He is not interested in being reappointed at this time. He stated he would possibly like to serve again in the future. James Warren and Christian Funk are interested in serving.

OPTIONS: 1. Appoint a Member.  
2. Board's Pleasure

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: County Manager

DEPARTMENT HEAD: Paige Dukes

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

Print

**Lowndes County Board/Agency Appointee Information Form - Submission #223**

Date Submitted: 5/20/2026

Date:

5/20/2026

Board/Agency Applying For:

Valdosta Regional Airport Authority

Last Name

Funk

First Name

Christian

Street Address

City/State/Zip

Valdosta/GA/31601

Phone Number

Email Address

Occupation

Senior Pilot Sierra Nevada Corporation

**Professional Experience**

US Air Force F16 pilot 34 years

Sierra Nevada Corporation A29 pilot 6 years

**Knowledge & Skills**

Installation Commander, AF commander at several levels. Air Component commander

What knowledge or skills do you possess that would contribute to the Board/Agency to which you are requesting to be appointed?

**Please list the Board/Agency that you have been or are currently a member of:**

None

**Extra Activities & Community Organizations**

Flight Instructor, A29 pilot, family, Kinderlou Church member

Please list any extracurricular activities and/or community organizations you are affiliated with.

Print

**Lowndes County Board/Agency Appointee Information Form - Submission #225**

Date Submitted: 6/2/2026

Date:

6/2/2026

Board/Agency Applying For:

Lowndes County Airport Authority

Last Name

Warren

First Name

James

Street Address

City/State/Zip

Valdosta

Phone Number

Email Address

Occupation

Utility Contractor

**Professional Experience**

Installation of underground utilities and sitework, land development, served in various leadership capacities for different organizations

**Knowledge & Skills**

Knowledge of local and municipal development, owner of a plane housed at Valdosta Flying Service, general professional and leadership skills

What knowledge or skills do you possess that would contribute to the Board/Agency to which you are requesting to be appointed?

**Please list the Board/Agency that you have been or are currently a member of:**

Chair of Brooks County Planning and Zoning Board

**Extra Activities & Community Organizations**

Please list any extracurricular activities and/or community organizations you are affiliated with.

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Lowndes County Public Facilities Authority

DATE OF MEETING: June 9, 2026

Work  
Session/Regular  
Session

BUDGET IMPACT:

FUNDING SOURCE:

- Annual
- Capital
- N/A
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: Appoint/reappoint Members

HISTORY, FACTS AND ISSUES: The terms of Andy Griffin and Scott Purvis will expire May 31, 2026. They are both interested in being reappointed.

OPTIONS: 1. Appoint/Reappoint Members.  
2. Board's Pleasure

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: County Manager

DEPARTMENT HEAD: Paige Dukes

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

**Print**

**Lowndes County Board/Agency Appointee Information Sheet - Submission #191**

Date Submitted: 8/13/2025

Date:

8/13/2025

Board/Agency Applying For:

Public Facilities Authority

Last Name

Griffin

First Name

Andy

Street Address

City/State/Zip

Valdosta, GA 31602

Phone Number

Email Address

Occupation

Banker

**Professional Experience**

CBC Bank January 2015-Present

**Knowledge & Skills**

Ability to read financial statements, Excel, Budgets, etc

What knowledge or skills do you possess that would contribute to the Board/Agency to which you are requesting to be appointed?

**Please list the Board/Agency that you have been or are currently a member of:**

Greater Valdosta United Way March 2020-May 2024

**Extra Activities & Community Organizations**

Community Volunteer with VLPRA, High School Basketball Coach 2010-2021

Please list any extracurricular activities and/or community organizations you are affiliated with.

**Print**

**Lowndes County Board/Agency Appointee Information Form - Submission #221**

Date Submitted: 5/20/2026

Date:

5/20/2026

Board/Agency Applying For:

Public Facilities Authority

Last Name

Purvis

First Name

Scott

Street Address

City/State/Zip

Valdosta

Phone Number

Email Address

Occupation

Regional Economic Development Manager - Georgia Power

Professional Experience

Knowledge & Skills

What knowledge or skills do you possess that would contribute to the Board/Agency to which you are requesting to be appointed?

Please list the Board/Agency that you have been or are currently a member of:

Extra Activities & Community Organizations

Valdosta State University Auxiliary Services and Real Estate Foundation

Please list any extracurricular activities and/or community organizations you are affiliated with.

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: REZ-2026-13 Touchton Lake Park, ~1.4ac, Cannon Dr., Park Dr., US HWY 41 S, C-H to R-10, County Utilities

DATE OF MEETING: June 9, 2026

Work  
Session/Regular  
Session

BUDGET IMPACT: N/A

FUNDING SOURCE:

- Annual
- Capital
- N/A
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: REZ-2026-13 Touchton Lake Park, ~1.4ac, Cannon Dr., Park Dr., US HWY 41 S, C-H to R-10, County Utilities

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HISTORY, FACTS AND ISSUES: This request represents a change in zoning on the subject properties from C-H (Highway Commercial) zoning to R-10 (Suburban Density Residential). The general motivation in this case is for the applicant to develop home sites. The subject properties possess road frontage on US Hwy 41 S, a State Highway, Park Drive and Cannon Drive, both local County roads. The property is within the Urban Service Area and Community Activity Center Character Areas, and within a groundwater recharge area, but there are no wetlands on the property.

Neighboring properties to the north and east are currently zoned R-10 as part of the Land-O-Pines Subdivision, and the Lowndes County Fire Rescue Station at Twin Lakes is planned for the property to the south.

The TRC analyzed the request, the standards governing the exercise of zoning power set forth in 10.01.05 of the ULDC, and factors most relevant to this application, including the neighboring land uses, lot sizes, and zoning patterns, the availability of County utilities, the potential environmental impacts, and therefore recommends approval of the request for R-10 zoning.

At the Planning Commission meeting, the applicant's attorney spoke in support of the request while no one spoke in opposition, and therefore the Planning Commission recommended approval (6-0-1), with Commissioner Touchton recusing himself.

- OPTIONS: 1) Approve  
2) Approve with Conditions  
3) Table  
4) Deny

RECOMMENDED ACTION: Approve

DEPARTMENT: Planning/Zoning

DEPARTMENT HEAD: JD Dillard

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

**Langdale Vallotton, LLP**

1007 N. Patterson Street | Valdosta, Georgia 31601  
Tel: (229) 244-5400 | [www.langdalelaw.com](http://www.langdalelaw.com)

**William C. Nijem, Jr.**

Direct Dial: (229) 588-7118  
[bnijem@langdalelaw.com](mailto:bnijem@langdalelaw.com)

LV File No. 26-19690BN

April 28, 2026

J.D. Dillard  
County Planner  
Lowndes County, Georgia  
327 N. Ashley Street, 2<sup>nd</sup> Floor  
Valdosta, Georgia 31601  
Via E-Mail to: [jdillard@lowndescounty.com](mailto:jdillard@lowndescounty.com)

RE: Proposed Rezoning of Lowndes County, Georgia Tax Map Parcel Number 0195A 002A (the "Property")

Dear Mr. Dillard:

Our firm represents William Q. Touchton, Jr. ("Mr. Touchton") in connection with the above referenced zoning matter. The enclosed rezoning application (the "Application") is being submitted to rezone the Property from its current Highway Commercial (C-H) zoning classification to Suburban Density Residential (R-10) for the purpose of developing the Property into four (4) residential lots. Rezoning the Property from C-H to R-10 is appropriate to provide for the development of additional housing that will benefit the citizens of Lowndes County, Georgia.

The proposed rezoning is compatible with the Greater Lowndes Comprehensive Plan (the "Plan"). The Plan classifies the Property as Community Activity Center Character Area. Though R-10 zoning is not explicitly permitted in the Community Activity Center Character Area, Mr. Touchton's proposed development of the Property is directly in line with the development strategy of Community Activity Center Character Areas which promote residential development that reinforces the town center through locating higher density housing options near the town center. The R-10 rezoning requested is also consistent with the residential zoning classification of adjacent properties. Moreover, Community Activity Center Character Areas promote mixed-income housing and the creation of viable communities by providing increased maintenance and security. As shown on the boundary drawing and preliminary subdivision plat attached hereto for your review, Mr. Touchton seeks to rezone the Property to R-10 to allow for the development of the

Property into four (4) residential lots which will enhance the surrounding community and encourage increased maintenance and security.

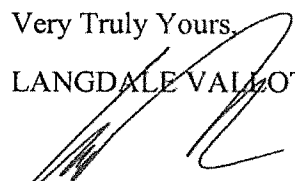
Please find enclosed herewith the following items associated with Mr. Touchton's Application:

1. Unified Land Development Code Application;
2. Vesting Deed;
3. Boundary Drawing;
4. Preliminary Subdivision Plat;
5. List of Adjacent Property Owners; and
6. Check in the amount of \$631.32.

Please let us know if you need any additional information or if there are any additional fees. If you should have any questions, please do not hesitate to contact me.

Very Truly Yours,

LANGDALE VALLOTTON, LLP



William C. Nijem, Jr.

**GENERAL NOTES**

**SUBJECT PROPERTY RECORDS:**

TAX PARCEL # 0195A 0002A (TRACT 1)  
 CURRENT OWNER : TOUCHTON WILLIAM Q JR  
 CURRENT DEED : DB 4509 PG 048  
 PARCEL PLAT : PC A PG 275  
 PARK ADDRESS : 4843,4847,4851,4855 US HWY 41

ACCORDING TO A REVIEW OF THE FEMA FLOOD INSURANCE RATE MAP FOR LOWDES COUNTY, THIS TRACT IS ZONED "X" WHICH IS AN AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL FLOOD PLAIN.

ACCORDING TO A REVIEW OF THE NATIONAL WETLANDS INVENTORY THIS PROPERTY DOES NOT CONTAIN WETLANDS.

THIS PROPERTY IS LOCATED IN A GROUND WATER RECHARGE AREA.

AS THE PROPOSED DEVELOPMENT IS WITHIN THE CONNECTION REQUIREMENTS FOUND IN THE ULDC CHAPTER - 6.03.03 FOR COUNTY WATER, ANY FUTURE DEVELOPMENT WILL BE REQUIRED TO CONNECT TO WATER SERVICES.

THE PURPOSE OF THIS EXHIBIT IS TO DEPICT A PROPOSED LOT LAYOUT. THIS IS NOT A SURVEY AND DOES NOT MEET THE GEORGIA MINIMUM REQUIREMENTS FOR LAND SURVEYS.

**ZONING NOTES AND LOT REQUIREMENTS**

- CURRENT ZONING : C-10
- PROPOSED ZONING : R-10
- WATER PROVISIONS: LOWDES COUNTY WATER SYSTEM VIA CANNON DRIVE
- SEWER PROVISIONS: LOWDES COUNTY SEWER SYSTEM VIA CANNON DRIVE
- MINIMUM LOT AREA (R-10): 10,000 SF
- MINIMUM LOT WIDTH (R-10): 80 FT
- MAX IMPERVIOUS SURFACE: 50%
- BUILDING SETBACKS
- PRIMARY FRONT (US HWY 41 - MINOR ARTERIAL) - 80 FEET FROM CENTERLINE OF ROAD PLUS 1/3 ANY AMOUNT WHICH THE R/W EXCEEDS 100 FEET FOR US HWY 41. (AVERAGE R/W WIDTH OF 150 FEET)
- SECONDARY FRONT - (CANNON DRIVE - LOCAL) 60 FEET FROM CENTERLINE OF ROAD PLUS 1/3 ANY AMOUNT WHICH THE R/W EXCEEDS 80 FEET)
- SIDE - 10 FEET
- REAR - 30 FEET

**UTILITIES NOTES**

LOCATION OF UNDERGROUND UTILITIES SHOWN ARE APPROXIMATE. PLEASE CONTACT GEORGIA 811 BEFORE DIGGING.

12 STONES ENGINEERING COMPANY INC. DOES NOT WARRANT OR GUARANTEE THAT SAID DELINEATION ENCOMPASSES ALL OF THE SUBSURFACE UTILITIES AFFECTING, OR LOCATED ON, THE PROPERTY.

12 STONES ENGINEERING COMPANY INC. DOES NOT GUARANTEE THAT ALL EASTMENTS WHICH MAY AFFECT THE PROPERTY ARE SHOWN HEREON AND ASSUMES NO LIABILITY FOR FAILURE TO CONFIRM UTILITY LOCATIONS PRIOR TO ANY DIGGING OR CONSTRUCTION.

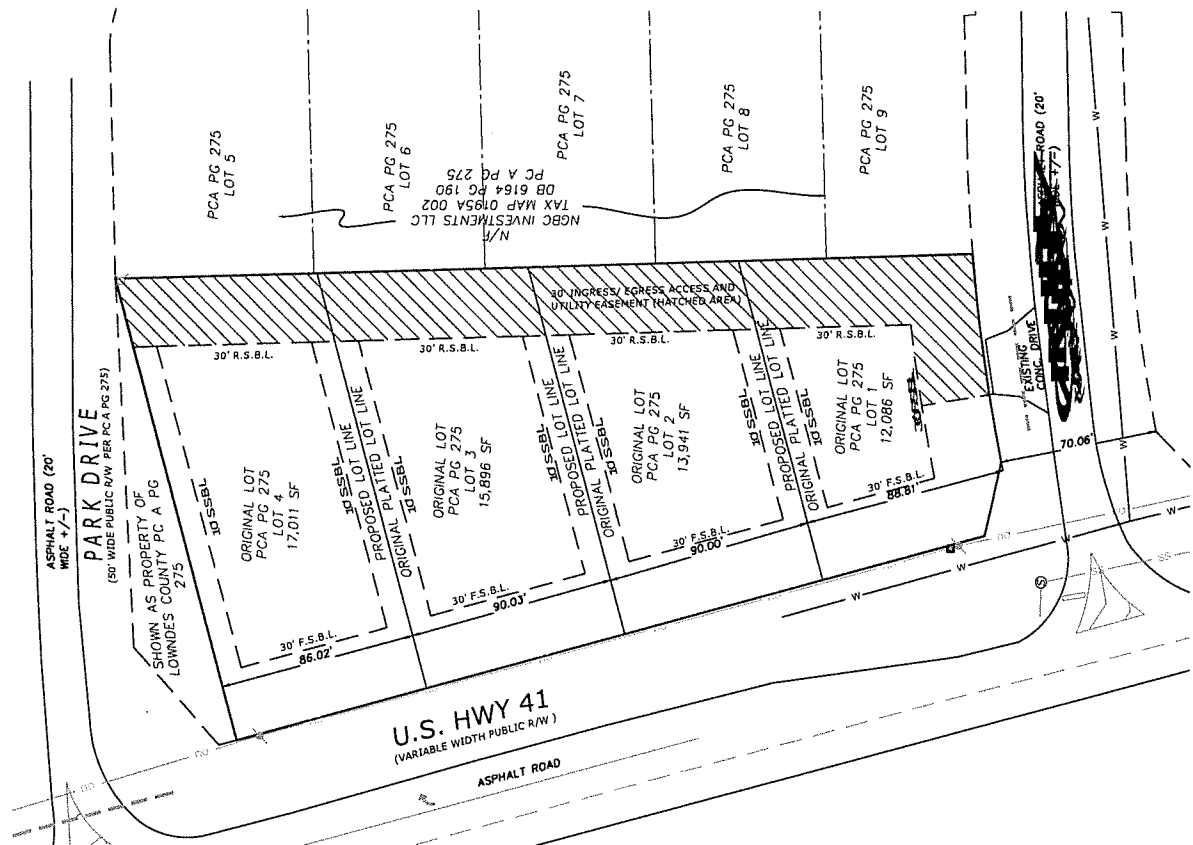


**LINE TYPE LEGEND**

- LAND LOT LINE
- WATER LINE
- BUILDING SETBACK LINE
- ADJACENT BOUNDARY
- SUBJECT BOUNDARY
- PROPOSED LOT LINE
- EXISTING R/W
- SEWER LINE
- OVERHEAD UTILITY

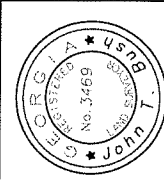
**SYMBOL LEGEND AND ABBREVIATIONS**

- ⊕ SANITARY SEWER MAIN HOLE
- ⊙ POWER POLE
- ⊙ LIGHT POLE
- ⊙ WATER VALVE
- ⊙ LAND LOT NUMBER
- SF SQUARE FEET
- F.S.B.L. FRONT SET BACK LINE
- R.S.B.L. REAR SET BACK LINE
- S.S.B.L. SIDE SET BACK LINE



WILLIAM Q TOUCHTON, JR  
 PRELIMINARY LOT LAYOUT  
 LOCATED IN LAND LOT 62  
 16TH LAND DISTRICT  
 LOWDES COUNTY, GEORGIA  
 MARCH 9, 2026

**12 STONES ENGINEERING CO.**  
 2205 LAWRENCE, DUNWOODY, GA 30328  
 770.434.2200  
 4843, 4847, 4851, 4855 US HWY 41  
 GEORGIA 811 (800) 450-8811  
 12 STONES ENGINEERING



DRAWN BY: JTB	CHECKED BY: JTB
PROJECT NO. 23087	
SHEET	OF
1	1

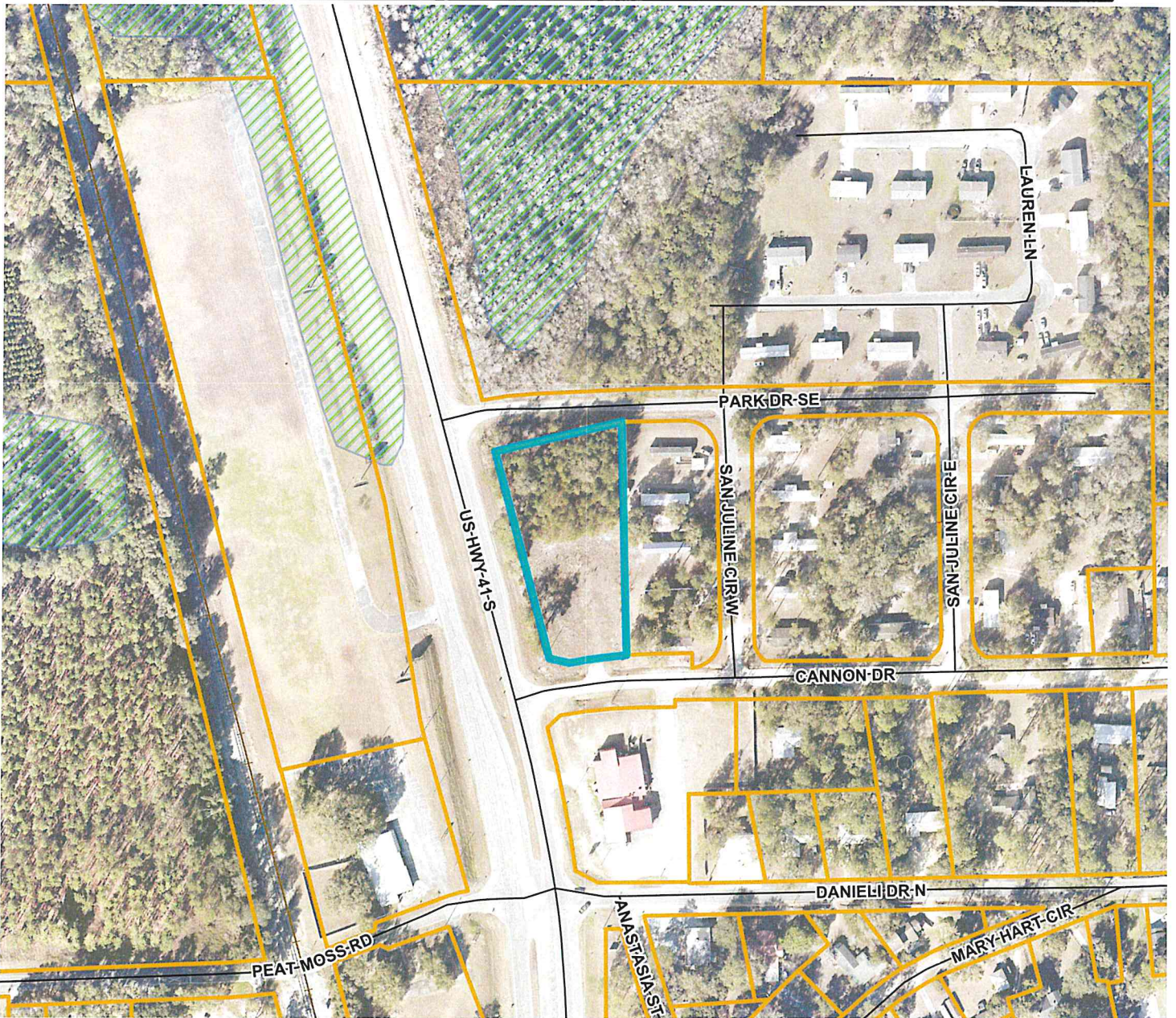
# REZ-2026-13

# WRPDO Site Map

## Touchton (Lake Park) Rezoning Request

### Legend

- |                  |                       |               |
|------------------|-----------------------|---------------|
| — Roads          | □ Open Water          | □ Tax Parcels |
| + Railroads      | □ Valdosta Airport    |               |
| ▨ Park           | ▨ Wetlands            |               |
| ▨ City Limits    | ▨ 100 Yr Flood        |               |
| ☀ Crashzone      | — Hydrology           |               |
| ☀ Crashzone West | ▨ High Drastic Rating |               |
|                  | ▨ Recharge Areas      |               |

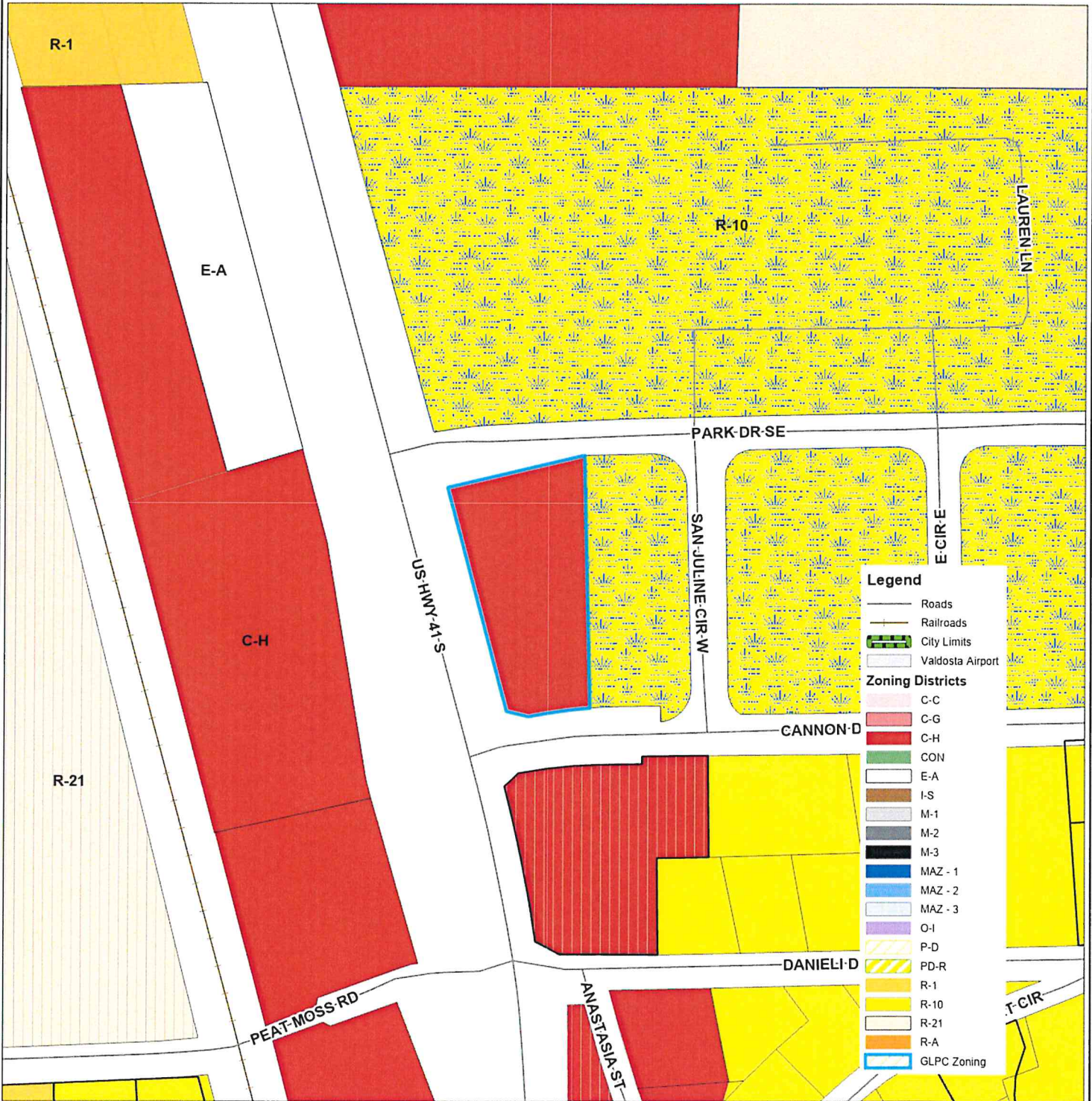


# REZ-2026-13

# Zoning Location Map

**Touchton (Lake Park)  
Rezoning Request**

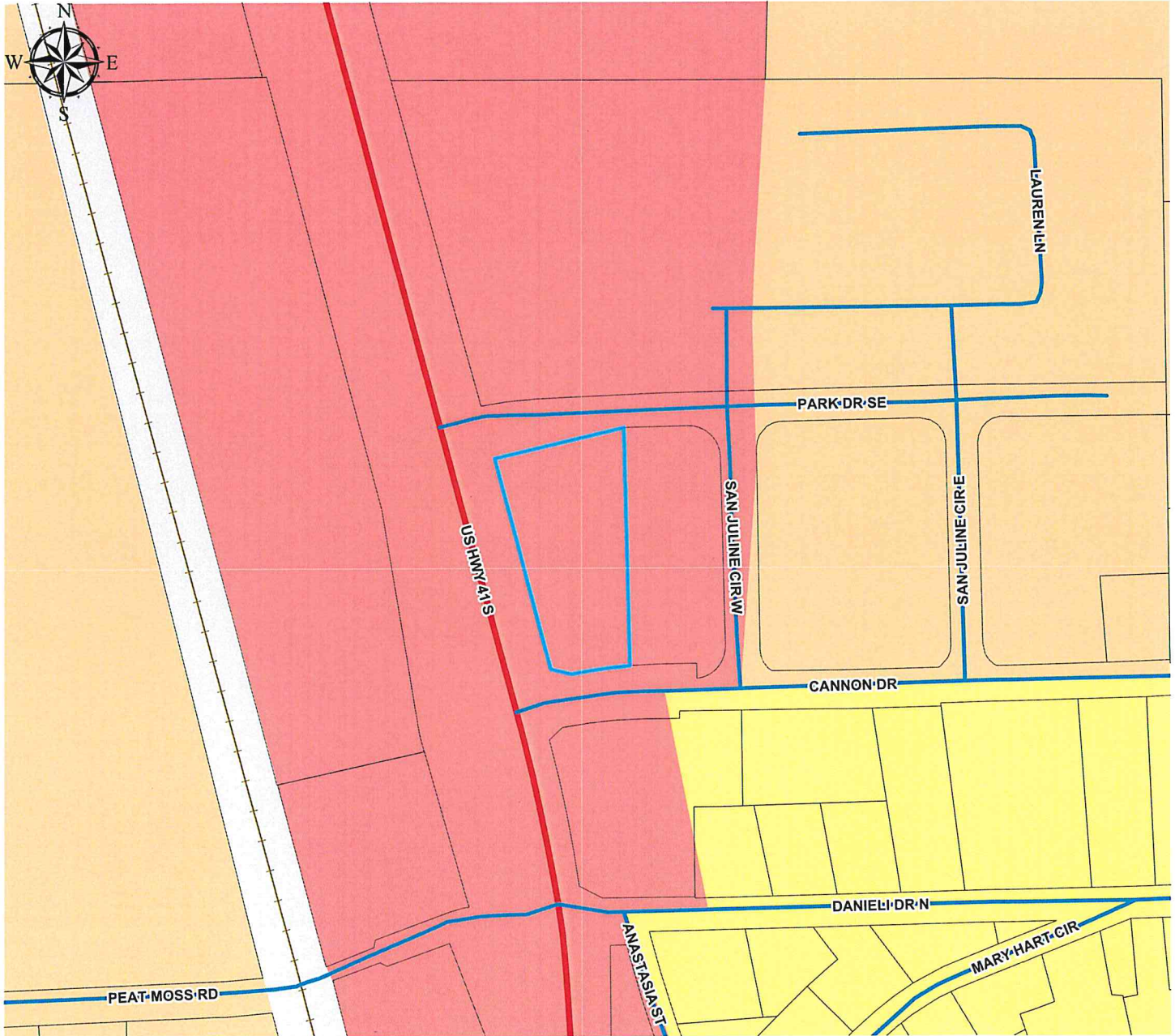
**CURRENT ZONING: C - H  
PROPOSED ZONING: R - 10**



# REZ-2026-13

# Future Development Map

## Touchton (Lake Park) Rezoning Request



### Roads

#### Functional Classification

- 1, INTERSTATE
- 3, OTHER PRINCIPAL ARTERIAL
- 4, MINOR ARTERIAL
- 5, MAJOR COLLECTOR
- 6, MINOR COLLECTOR
- 7, LOCAL
- Railroads

### Character Areas

- Agriculture / Forestry
- Community Activity Center
- Downtown
- Established Residential
- Industrial Activity Center
- Industrial Area

### Legend

- Institutional Activity Center
- Linear Greenspace/Trails
- Mill Town
- Moody Activity Zone
- Neighborhood Activity Center
- Park/Recreation/Conservation
- Public / Institutional
- Regional Activity Center
- Remerton Neighborhood Village
- Rural Activity Center
- Rural Residential
- Suburban Area
- Transitional Neighborhood
- Transportation/Communication/Utilities



LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: TWR-2026-01 Salem Church Tower - WITHDRAWN

DATE OF MEETING: June 9, 2026

Work  
Session/Regular  
Session

BUDGET IMPACT:

FUNDING SOURCE:

- Annual
- Capital
- N/A
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON:

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HISTORY, FACTS AND ISSUES: This request was withdrawn by the applicant.

OPTIONS:

RECOMMENDED ACTION:

DEPARTMENT: Planning/Zoning

DEPARTMENT HEAD: JD Dillard

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Old US 41 North Widening Phase 4, P.I. 0020531 -  
Transportation Improvement Act (TIA) Project Agreement

DATE OF MEETING: June 9, 2026

Work  
Session/Regular  
Session

BUDGET IMPACT: N/A

FUNDING SOURCE:

- Annual
- Capital
- N/A
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: Old US 41 N Widening Phase 4 Project Agreement

HISTORY, FACTS AND ISSUES: The Board approved the Transportation Investment Act (TIA) Local Government Application for the Old US 41 North Widening Phase 4 Project on May 12th, 2026. The Georgia Department of Transportation (GDOT) approved the application and sent staff the Project Agreement to be approved and executed. The Project Agreement is required to be executed prior to beginning any phase of the project. Once the agreement is fully executed GDOT will issue a Notice to Proceed for Preliminary Engineering. The agreement is for eligible project costs up to \$13,252,000.00.

OPTIONS: 1. Approve and authorize the Chairman to sign the Project Agreement.  
2. Redirect.

RECOMMENDED ACTION: Option 1

DEPARTMENT: Engineering

DEPARTMENT HEAD: Chad McLeod

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

**TRANSPORTATION INVESTMENT ACT OF 2010 PROJECT AGREEMENT**



**By and Between**

**THE GEORGIA DEPARTMENT OF TRANSPORTATION**

**and**

**LOWNDES COUNTY**

**CONTRACT ID: IGTIA2602340**

This Agreement, made and entered into as of \_\_\_\_\_, ("Effective Date"), by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter referred to as the "DEPARTMENT", and LOWNDES COUNTY, acting by and through its Mayor and City Council or Board of Commissioners, as the case may be, hereinafter referred to as the "LOCAL GOVERNMENT".

WHEREAS, pursuant to O.C.G.A. § 48-8-240 *et seq.*, the General Assembly adopted the Transportation Investment Act of 2010 which creates twelve (12) special districts of the State and authorized elections to be held in each special district which would allow each special district independently of any other district to approve and authorize the imposition of a special district transportation sales and use tax to fund transportation projects within the special district; and

WHEREAS, four (4) of the twelve (12) special tax districts voted to levy the special district sales and use tax by voter referendum: the Central Savannah River Area special tax district, the River Valley special tax district, the Heart of Georgia Altamaha special tax district, and the Southern Georgia special tax district; and

WHEREAS, in accordance with O.C.G.A. § 48-8-249(b)(1) and an Intergovernmental Agreement between the Department and the Georgia State Financing and Investment Commission dated January 1, 2013, and thereafter amended, the Department is authorized to manage the execution, schedule, budget and delivery of the Projects on the Approved Investment List(s) for the special districts; and

WHEREAS, the LOCAL GOVERNMENT desires to deliver all or part of the scope for the following project(s) as set forth in Exhibit B:

**Old US 41 North Widening Phase 4, P.I. 0020531**

hereinafter individually referred to as "PROJECT" and collectively referred to as "PROJECTS"; and

WHEREAS the PROJECT was approved by the final regional transportation roundtable for the special district and provided to the Director of Planning in accordance with O.C.G.A. § 48-8-243(b); and

WHEREAS, the LOCAL GOVERNMENT has indicated that it is qualified and experienced to provide such services necessary for all or part of the scope of the PROJECT and the DEPARTMENT has relied upon such representations; and

WHEREAS, in accordance with O.C.G.A. § 48-8-249(c)(4), the DEPARTMENT has made the determination that the LOCAL GOVERNMENT has the requisite experience to undertake the PROJECT as set forth in the Local Project Delivery Application form, Appendix A, attached hereto and incorporated herein by reference; and

WHEREAS, the LOCAL GOVERNMENT has been approved by the DEPARTMENT to deliver these PROJECT; and,

WHEREAS, pursuant to provisions of O.C.G.A. § 48-8-249(b), GSFIC is authorized to dispense special district transportation sales and use tax proceeds, hereinafter referred to as "TIA PROCEEDS", upon the receipt of certified invoices from the DEPARTMENT of the completion of an Eligible PROJECT Cost, as herein defined, as reimbursement to the DEPARTMENT; and

WHEREAS, the Georgia Constitution authorizes intergovernmental agreements whereby state and local entities may contract with one another "for joint services, for the provision of services, or for the joint or

separate use of facilities or equipment; but such contracts must deal with activities, services or facilities which the parties are authorized by law to undertake or provide." Ga. Constitution Article IX, §III, ¶1(a).

NOW, THEREFORE, in consideration of the mutual promises and the benefits to flow from one to the other, the DEPARTMENT and the LOCAL GOVERNMENT do hereby agree as follows:

## ARTICLE I SCOPE AND PROCEDURE

A. **General Scope and Procedures.** The SCOPE AND PROCEDURE for the PROJECT is set forth in "Exhibit B", Scope and Procedure, attached hereto and incorporated as if fully set forth herein.

The LOCAL GOVERNMENT shall be responsible for assuring that the PROJECT will be economically feasible and that the design and construction will be based upon sound engineering principles, meet American Association of State Highway and Transportation Officials ("AASHTO") Guidelines and will be sensitive to ecological, environmental and archaeological issues. The LOCAL GOVERNMENT shall also be responsible for assuring that the PROJECT meets and comply with the scope as defined in the Approved Investment List.

It is understood and agreed that the reimbursement for the PROJECT shall be dependent on the DEPARTMENT's review and approval of the certified vouchers and contingent upon the availability of TIA PROCEEDS as more specifically set forth in Article VI, COMPENSATION AND PAYMENT.

The LOCAL GOVERNMENT shall work with the DEPARTMENT or its designees, as may be designated by the DEPARTMENT at a later date, who will advise the LOCAL GOVERNMENT on the work scope and provide guidance and required approvals during implementation of the PROJECT.

B. **Local Project Delivery Application.** The LOCAL GOVERNMENT has submitted its Local Project Delivery Application to administer the PROJECT attached hereto as Appendix A. The DEPARTMENT'S State TIA Administrator has reviewed, confirmed and approved the Local Project Delivery Application for the LOCAL GOVERNMENT to develop the PROJECT within the scope of its certification. Expenditures incurred by the LOCAL GOVERNMENT prior to the execution of this AGREEMENT or expenditures made pursuant to other funding agreements shall not be reimbursed by the DEPARTMENT.

C. **Applicable Laws, Regulations and Standards.** During the duration of the PROJECT and this Agreement, the LOCAL GOVERNMENT has and will take into consideration, and has and will comply with, as applicable, the DEPARTMENT'S Transportation Investment Act of 2010 Manual - Processes and Procedures, available on the DEPARTMENT's website, and as may be amended or supplemented from time to time and including addenda (hereinafter referred to as "TIA Manual"), and other standards and guidelines as may be applicable to the PROJECT. The DEPARTMENT may in its sole discretion waive certain requirements set forth in the TIA Manual unilaterally or upon receipt of a written request from the LOCAL GOVERNMENT.

D. **Notices to Proceed.** The work shall be carried on in accordance with the schedule attached to this Agreement as "Exhibit A" WORK SCHEDULE with the understanding that unforeseen events may make necessary some minor variations in that schedule. The DEPARTMENT may request additional or updated information and documentation regarding the WORK SCHEDULE from the LOCAL GOVERNMENT at any time.

No work on any phase of the PROJECT shall begin without a written notice to proceed from the DEPARTMENT to the LOCAL GOVERNMENT for each of the following separate phases:

- 1) Preliminary Engineering Activities - Concept Report Approval
- 2) Preliminary Engineering Activities - Field Plan Review Approval
- 3) Right of Way
- 4) Construction - Notice to Advertise
- 5) Construction - Notice to Proceed
- 6) Transit - Operations Per Year (if applicable)

Each Notice to Proceed will contain a Completion Date for that phase, which shall be binding. If unforeseen conditions are encountered and an extension of the completion date is warranted, the LOCAL GOVERNMENT may request in writing an extension of the completion date for written approval by the DEPARTMENT.

E. **Preliminary Engineering Activities.** The LOCAL GOVERNMENT shall be solely responsible for the Preliminary Engineering ("PE") activities for the PROJECT. The PE activities shall be accomplished in accordance with the ACT, the DEPARTMENT's TIA Manual, and all applicable design guidelines and policies

of the DEPARTMENT in order to produce a cost effective PROJECT. Failure to follow the TIA Manual and all applicable guidelines and policies will jeopardize the reimbursement of TIA PROCEEDS in some or all categories outlined in this Agreement, and it shall be the responsibility of the LOCAL GOVERNMENT for any loss of funding.

F. **Right of Way Acquisition.** The LOCAL GOVERNMENT shall be solely responsible for Right of Way Acquisition. The Right of Way (hereinafter referred to as "ROW") activities shall be accomplished in accordance with the ACT, the DEPARTMENT's TIA Manual, and all applicable design guidelines and policies of the DEPARTMENT in order to produce a cost effective PROJECT. Failure to follow the TIA Manual and all applicable guidelines and policies will jeopardize the reimbursement of TIA PROCEEDS in some or all categories outlined in this Agreement, and it shall be the responsibility of the LOCAL GOVERNMENT for any loss funding.

Upon approval of the ROW plans by the DEPARTMENT, the LOCAL GOVERNMENT may begin the acquisition of the necessary ROW for the PROJECTS. ROW acquisition can occur concurrently with the environmental process once final impacts are known, provided that the DEPARTMENT has provided a written notice to proceed to the LOCAL GOVERNMENT to stake the ROW and proceed with all pre-acquisition ROW activities. LOCAL GOVERNMENT shall acquire ROW, if required, and related ROW services for the PROJECTS. Further, the LOCAL GOVERNMENT shall be responsible for making all changes to the approved ROW plans, as deemed necessary by the DEPARTMENT, for whatever reason, as needed to purchase the ROW or to match actual conditions encountered.

Reimbursement of acquisition expenses will be eligible on a monthly basis. After completion of all land and improvement acquisition; completion of all property management; completion of all demolition; and, after all occupants have relocated off the PROJECTS, the LOCAL GOVERNMENT shall certify in writing to the DEPARTMENT that title to all parcels, whether acquired by deed or condemnation, has been quitclaimed from the LOCAL GOVERNMENT to the DEPARTMENT where PROJECTS are located on a federal or state route, and that all property management, all demolition and all relocation has been completed. Said certification will include a statement that "All parcels are vacant and immediately available for construction purposes".

The LOCAL GOVERNMENT agrees to pay for the defense of any and all suits, if any should arise, involving property titles and/or contaminated properties associated with the acquisition of ROW by deed or condemnation. To the extent allowed by law, the LOCAL GOVERNMENT hereby agrees to indemnify and hold harmless the DEPARTMENT, the State of Georgia and its departments, agencies and instrumentalities and all of their respective officers, members, employees and directors from and against any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees, due to due to liability to a third party or Parties, arising from, related to, or caused by property titles and/or contaminated properties associated with the acquisition of ROW by deed or condemnation.

G. **Utility/Railroad Activities.** The LOCAL GOVERNMENT shall be solely responsible for the Utility/Railroad Activities for the PROJECT. The Utility/Railroad Activities shall be accomplished in accordance with the ACT, the DEPARTMENT's TIA Manual, and all applicable design guidelines and policies of the DEPARTMENT in order to produce a cost effective PROJECT. Failure to follow the TIA Manual and all applicable guidelines and policies will jeopardize the reimbursement of TIA PROCEEDS in some or all categories outlined in this Agreement, and it shall be the responsibility of the LOCAL GOVERNMENT for any loss of funding.

H. **Construction.** The LOCAL GOVERNMENT shall be solely responsible for Construction. Construction shall be accomplished in accordance with the ACT, the DEPARTMENT's TIA Manual, and all applicable design guidelines and policies of the DEPARTMENT in order to produce a cost effective PROJECT. Failure to follow the TIA Manual and all applicable guidelines and policies will jeopardize the reimbursement of TIA PROCEEDS in some or all categories outlined in this Agreement, and it shall be the responsibility of the LOCAL GOVERNMENT for any loss of funding.

The LOCAL GOVERNMENT shall ensure that all contracts as well as any subcontracts for the construction and implementation of the PROJECTS shall comply with the applicable State legal requirements imposed on the DEPARTMENT and any amendments thereto. The LOCAL GOVERNMENT is required and does agree to abide by those provisions governing the DEPARTMENT's authority to contract Sections 32-2-60 through 32-2-77 of the Official Code of Georgia Annotated; the DEPARTMENT's Rules and Regulations governing the Prequalification of Prospective Bidders, Chapter 672-5; the DEPARTMENT's *Standard Specifications and Special Provisions*, Current Edition, as amended in the DEPARTMENT's *Supplemental Specifications Book*, current edition; and any Supplemental Specifications and Special Provisions as applicable for the PROJECTS.

The LOCAL GOVERNMENT shall be solely responsible for letting the PROJECT to construction, for the execution of all applicable agreements, and for securing and awarding the construction contract for the PROJECT after the following items have been completed and submitted by the LOCAL GOVERNMENT to the DEPARTMENT:

1. Submittal of acceptable PE activity deliverables for the PROJECT as noted in the TIA Manual; and
2. Providing the necessary certifications as set forth in the TIA Manual.

The work can be performed by the LOCAL GOVERNMENT or can be subcontracted through the appropriate procurement process to a private contractor or government entity as may be appropriate. If the work is performed by a private contractor, the LOCAL GOVERNMENT is responsible for preparing the bid contract documents and letting the work out for bid in accordance with the express limitations as provided in Part 2 of Chapter 4 of Article 3 of Title 32 or any other applicable provisions of State law. Upon opening bids, the LOCAL GOVERNMENT shall award the PROJECTS to the lowest reliable bidder. The LOCAL GOVERNMENT shall provide the above deliverables and certifications and shall follow the requirements of the DEPARTMENT's TIA Manual.

Prior to award of the PROJECT, the LOCAL GOVERNMENT shall submit to the DEPARTMENT a bid tabulation and the LOCAL GOVERNMENT's recommendation for awarding the PROJECT. The DEPARTMENT will review the information focusing on budget proposals and issue a written recommendation to award or reject the bids. If a recommendation to award is given by the DEPARTMENT a written Notice to Proceed with Construction will be issued. No work shall begin until this Notice to Proceed has been issued to the LOCAL GOVERNMENT.

The LOCAL GOVERNMENT will be responsible for performing the construction, inspection, supervision and documentation. At the discretion of the DEPARTMENT, spot inspection and material testing will be performed by the DEPARTMENT when deemed necessary by the DEPARTMENT and pursuant to the TIA Manual.

- I. **RESERVED.**
- J. **RESERVED.**
- K. **Reporting.** During each phase of the PROJECT, on a monthly basis, the LOCAL GOVERNMENT must submit to the DEPARTMENT the Estimated Costs to Complete and the Estimated Costs at Completion.

## ARTICLE II REVIEW OF WORK

Authorized representatives of the DEPARTMENT, GSFIC and the Citizens Review Panel as defined in O.C.G.A. § 48-8-251 may at all reasonable times review and inspect the activities and data collected under the terms of this Agreement and amendments thereto, including but not limited to, all reports, drawings, studies, specifications, estimates, maps, and computations, prepared by or for the LOCAL GOVERNMENT. The DEPARTMENT reserves the right for reviews and acceptance on the part of affected public agencies, railroads and utilities insofar as the interest of each is concerned.

Acceptance shall not relieve the LOCAL GOVERNMENT of its obligation to correct, at its expense, any of its errors in the work. The DEPARTMENT's review recommendations shall be incorporated into the work activities of the LOCAL GOVERNMENT.

The LOCAL GOVERNMENT shall keep accurate records in a manner approved by the DEPARTMENT with regard to the PROJECTS and submit to the DEPARTMENT, upon request, such information and documentation as is required in order to ensure compliance with this Article and the ACT.

**ARTICLE III  
TERM OF AGREEMENT AND TIME OF PERFORMANCE**

A. **Term of Agreement.** This Agreement will commence on the Effective Date as defined above and continue through December 31, 2041 unless terminated earlier by either Party in accordance with the termination provisions set forth in Article XI below.

B. **Time of Performance.** TIME IS OF THE ESSENCE IN THIS AGREEMENT. The LOCAL GOVERNMENT shall perform its responsibilities for the PROJECT, commencing upon receipt from the DEPARTMENT of written Notice to Proceed for each Phase as outline in Article I.D above.

C. The work shall be carried on expeditiously, it being understood, however, that this Agreement may be extended or continued in force by mutual consent of the parties and evidenced by a written amendment thereto. If, for any reason, the LOCAL GOVERNMENT does not produce acceptable deliverables in accordance with the approved schedule, the DEPARTMENT reserves the right to take control of the PROJECT and to complete the PROJECTS through its own process.

**ARTICLE IV  
RESPONSIBILITY FOR CLAIMS AND LIABILITY**

The LOCAL GOVERNMENT shall, to the extent permitted by law, be responsible for any and all damages to property or persons and shall indemnify and save harmless the DEPARTMENT, its officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting from the negligence of the LOCAL GOVERNMENT in the performance of the work under this Agreement.

It is understood by the LOCAL GOVERNMENT that claims, damages, losses, and expenses may include monetary claims made by the construction contractor for the PROJECT, and its related facilities, that are a result of the LOCAL GOVERNMENT's negligence or improper representation in the plans.

The LOCAL GOVERNMENT shall ensure that all provisions of this Article are included in all contracts and subcontracts.

These indemnities shall not be limited by reason of any insurance coverage held by the LOCAL GOVERNMENT or the LOCAL GOVERNMENT's contractors or subcontractors as allowed by law.

**ARTICLE V  
INSURANCE**

It is understood that the LOCAL GOVERNMENT (indicate by checking which is applicable):

is self-insured and all claims against LOCAL GOVERNMENT will be handled through \_\_\_\_\_

OR

shall, prior to beginning work, obtain and furnish to the DEPARTMENT certificates and the endorsement page for the minimum amounts of insurance indicated below.

Prior to beginning work, the LOCAL GOVERNMENT shall cause its engineering firms, contractors and subcontractors to obtain and furnish certificates and the endorsement page to the DEPARTMENT for the minimum amounts of insurance indicated below.

**MINIMUM INSURANCE**

- A. Workers' Compensation Insurance in accordance with the laws of the State of Georgia.
- B. Public Liability Insurance in an amount of not less than one hundred thousand dollars (\$100,000) for injuries, including those resulting in death to any one person, and in an amount of not less than three hundred thousand dollars (\$300,000) on an account of any one occurrence.
- C. Commercial General Liability Insurance of at least \$1,000,000 per occurrence \$3,000,000 aggregate, including Automobile Comprehensive Liability Coverage with bodily injury in the minimum amount of \$1,000,000 combined single limits each occurrence. GDOT shall be named as an additional insured and a copy of the policy endorsement shall be provided with the insurance certificate. Valuable Papers Insurance in an amount sufficient to assure the restoration

of any plans, drawings, field notes, or other similar data relating to the work covered by the PROJECT.

- D. Where applicable, professional Liability (Errors and Omissions) Insurance with limits not less than the following:
- i. For Professionals - \$1,000,000 per claim and \$1,000,000 in aggregate coverage;
  - ii. For Sub-consultant Engineers and Architects - \$1,000,000 per claim and \$1,000,000 in aggregate coverage;
  - iii. For Other Consultants - \$1,000,000 per claim and \$1,000,000 in aggregate coverage.
  - iv. Professional liability insurance that shall be either a practice policy or project-specific coverage. Professional liability insurance shall contain prior acts coverage for services performed for this PROJECT. If project-specific coverage is used, these requirements shall be continued in effect for two years following final completion for the PROJECTS.

The above listed instrument(s) of insurance shall be maintained in full force and effect during the life of the Agreement and until final completion of the PROJECTS.

## ARTICLE VI COMPENSATION AND PAYMENT

### A. 100% TIA Funded Project.

THE LOCAL GOVERNMENT ACKNOWLEDGES THAT THE PROJECTS ARE 100% FUNDED WITH TIA PROCEEDS COLLECTED PURSUANT TO THE ACT AND THAT THE DEPARTMENT'S PAYMENT OBLIGATIONS RELATED TO THE PROJECTS ARE STRICTLY LIMITED AS SET FORTH HEREIN. THE LOCAL GOVERNMENT FURTHER ACKNOWLEDGES THAT NO ENTITY OF THE STATE OF GEORGIA OTHER THAN THE DEPARTMENT HAS ANY OBLIGATIONS TO THE LOCAL GOVERNMENT RELATED TO THESE PROJECTS.

THE OBLIGATION OF THE DEPARTMENT TO PAY OR REIMBURSE ANY INCURRED COST IS EXPRESSLY LIMITED TO THE AMOUNT OF TIA PROCEEDS REMITTED TO THE DEPARTMENT BY GSFIC AND DESIGNATED BY THE DEPARTMENT FOR THE PROJECTS. THIS AGREEMENT DOES NOT OBLIGATE THE DEPARTMENT TO MAKE ANY PAYMENT TO THE LOCAL GOVERNMENT FROM ANY FUNDS OTHER THAN THOSE MADE AVAILABLE TO THE DEPARTMENT FROM TIA PROCEEDS BY GSFIC AND DESIGNATED BY THE DEPARTMENT FOR THE PROJECTS. IN THE EVENT THE FUNDS MADE AVAILABLE TO THE DEPARTMENT FROM TIA PROCEEDS ARE INSUFFICIENT FOR THE PROJECTS AS DESIGNATED BY THE DEPARTMENT, THE DEPARTMENT'S PAYMENT OBLIGATIONS SHALL NOT EXCEED THE AVAILABILITY OF SUCH TIA PROCEEDS AND THE DEPARTMENT SHALL HAVE THE RIGHT AT ITS SOLE DISCRETION TO TERMINATE THIS AGREEMENT IMMEDIATELY UPON NOTICE TO THE LOCAL GOVERNMENT WITHOUT FURTHER OBLIGATION OF THE DEPARTMENT TO THE EXTENT THAT THE OBLIGATIONS EXCEED THE AVAILABILITY OF SUCH TIA PROCEEDS FOR THE PROJECTS AS DESIGNATED BY THE DEPARTMENT. THE DEPARTMENT'S CERTIFICATION AS TO THE AVAILABILITY OF TIA PROCEEDS AS DESIGNATED BY THE DEPARTMENT FOR THE PROJECTS SHALL BE CONCLUSIVE.

Any payments shall be made to the LOCAL GOVERNMENT after receipt of such TIA PROCEEDS from GSFIC. The parties agree that the provisions of the Georgia Prompt Pay Act, O.C.G.A. § 13-11-1 *et seq.*, do not control and that the LOCAL GOVERNMENT waives any and all rights it may have under said Act.

The LOCAL GOVERNMENT shall ensure that the provisions of this Article are included in all contracts and subcontracts.

To the extent practically possible, the DEPARTMENT will provide notification to the LOCAL GOVERNMENT that this Agreement will be terminated or that the work will be suspended as set forth in Subsection VI.E below, three (3) months prior to the date of the termination or suspension.

- B. Eligible Project Costs. Any LOCAL GOVERNMENT cost must meet the definition of ELIGIBLE PROJECT COST as set forth in O.C.G.A. § 48-8-242(2) and the Intergovernmental Agreement between GDOT and GSFIC in order to be compensated.
- C. Budget Estimate and Reimbursement.

It is understood and agreed that the total cost of the PROJECT is the amount established in the Approved Investment List plus any additional funds added with the approval of the DEPARTMENT. This cost or BUDGET ESTIMATE, as shown below, is the maximum amount of TIA PROCEEDS that can be made available

for the PROJECT, contingent upon the provisions set forth herein. The BUDGET ESTIMATE shall include any claims by the LOCAL GOVERNMENT for all costs incurred by the LOCAL GOVERNMENT in the conduct of the entire scope of work for the PROJECT. The LOCAL GOVERNMENT shall be solely responsible for any and all amounts in excess of the BUDGET ESTIMATE or for amounts not available from TIA PROCEEDS.

The DEPARTMENT agrees to reimburse the LOCAL GOVERNMENT **Not to Exceed the following amounts for each PROJECT** for ELIGIBLE PROJECT COSTS, contingent upon the availability of TIA PROCEEDS as more specifically set forth in Article VI, COMPENSATION AND PAYMENT:

**OLD US 41 NORTH WIDENING PHASE 4, P.I. 0020531: THIRTEEN MILLION TWO HUNDRED FIFTY-TWO THOUSAND DOLLARS AND ZERO CENTS (\$13,252,000.00)**

Costs eligible for reimbursement are those ELIGIBLE PROJECT COSTS as defined in Article VI, COMPENSATION AND PAYMENT. If the PROJECTS costs are less than the BUDGET ESTIMATE, the LOCAL GOVERNMENT will only be compensated for those incurred ELIGIBLE PROJECT COSTS.

**D. Process For Payment.**

The LOCAL GOVERNMENT shall submit to the DEPARTMENT monthly payment vouchers containing Project Number and PI number for ELIGIBLE PROJECT COSTS. Payment Vouchers will be made monthly on the basis of calendar months. In the event a monthly payment voucher is \$500.00 or less, the LOCAL GOVERNMENT shall forgo the submission of the monthly voucher until such time that the sum of amounts earned less previous partial payments exceeds \$500.00. The DEPARTMENT shall, at the request of the LOCAL GOVERNMENT, review such payment vouchers. If approved, the vouchers shall be certified by the Commissioner of Transportation or the Commissioner's designee and submitted to GSFIC along with the DEPARTMENT'S certification. After reimbursement from GSFIC, payment shall be made to the LOCAL GOVERNMENT, subject to the provisions set forth herein.

Should the work for the PROJECTS begin within any one month, the first voucher shall cover the partial period from the beginning date of the work through the last date of the month in which it began. The vouchers shall be numbered consecutively and subsequent vouchers submitted each month until the work is completed.

Payment will be made in the amount of sums earned less previous partial payments, contingent entirely upon the availability of TIA FUNDS as set forth herein. If an error is found in a previously paid invoice which resulted in overbilling by the LOCAL GOVERNMENT and/or an overpayment to the LOCAL GOVERNMENT, future payments will be made in the amount of sums earned less this error, contingent entirely upon the availability of TIA FUNDS as set forth herein.

The final payment voucher shall reflect the actual cost of work accomplished by the LOCAL GOVERNMENT under the terms of this Agreement, and shall be the basis for final payment. The final payment voucher shall include all ELIGIBLE PROJECT COSTS incurred by the LOCAL GOVERNMENT in all phases. See ARTICLE VII, FINAL PAYMENT for further detail. The final payment voucher for the PROJECTS must contain a certification from the LOCAL GOVERNMENT that all work has been completed in accordance with this Agreement in accordance with the scope as defined in the Approved Investment List, using the form provided by the DEPARTMENT.

Should the work under this Agreement be terminated by the DEPARTMENT, pursuant to the provisions of ARTICLE XI, TERMINATION, or subsection E. herein, the LOCAL GOVERNMENT shall be paid based upon the percentage of work completed at the point of termination, notwithstanding any just claims by the LOCAL GOVERNMENT, and contingent entirely upon the availability of TIA PROCEEDS as set forth herein.

**E. Insufficient TIA FUNDS.**

If the DEPARTMENT determines that there are insufficient TIA PROCEEDS remitted to the Department by GSFIC and designated by the Department for the PROJECTS, the DEPARTMENT may at in its sole discretion:

- 1) Terminate this Agreement immediately (and not pursuant to the provisions of Article XI) upon notice to the LOCAL GOVERNMENT and without further obligation on the part of the DEPARTMENT; or
- 2) Direct the Local Government to stop work under this Agreement. Such stop work suspension shall last for a maximum of ninety (90) days. After this ninety (90) day period, if TIA PROCEEDS as designated by the DEPARTMENT for the PROJECTS are available or are anticipated to be available, the LOCAL GOVERNMENT will have the option to: (1) continue the work under the Agreement; (2) elect to

terminate the Agreement pursuant to the termination provisions set forth in Article XI; or (3) agree to a new stop work suspension period as determined by the Department. No delay damages or consequential damages will be recoverable as a result of any stop work suspension period.

#### **ARTICLE VII FINAL PAYMENT**

Upon completion of the work by the LOCAL GOVERNMENT and acceptance by the DEPARTMENT of the work, including the receipt of any final written submission by the LOCAL GOVERNMENT and a final statement of costs, the DEPARTMENT shall submit the certified final payment voucher to GSFIC and, after receipt of reimbursement from GSFIC, shall pay to the LOCAL GOVERNMENT a sum equal to one hundred percent (100%) of the total compensation as set forth in all approved invoices, less the total of all previous partial payments, paid or in the process of payment, contingent upon the availability of TIA FUNDS as set forth in ARTICLE VI, COMPENSATION AND PAYMENT.

The LOCAL GOVERNMENT agrees that acceptance of this final payment shall be in full and final settlement of all claims arising against the DEPARTMENT or the State for work done, materials furnished, costs incurred, or otherwise arising out of this Agreement and shall release the DEPARTMENT and the State from any and all further claims of whatever nature, whether known or unknown, for and on account of said Agreement, and for any and all work done, and labor and materials furnished, in connection with the same.

The LOCAL GOVERNMENT will allow examination and verification of costs by the DEPARTMENT and GSFIC's representative(s) before final payment is made, in accordance with the provisions of Article IX, MAINTENANCE OF CONTRACT COST RECORDS, herein. If the DEPARTMENT or any authorized entity's examination of the contract cost records, as provided for in Article IX, results in unallowable expenses, the LOCAL GOVERNMENT shall immediately be responsible for reimbursing the DEPARTMENT the full amount of such disallowed expenses.

#### **ARTICLE VIII SUBSTANTIAL CHANGES**

No material changes in the scope, character, complexity, or duration of the PROJECTS from those required under the Agreement or from the general description of the PROJECTS as approved by the DEPARTMENT shall be allowed without the execution of a written Supplemental Agreement between the DEPARTMENT and LOCAL GOVERNMENT.

Minor changes in the work which do not involve increased compensation, extensions of time, or changes in the goals and objectives of the PROJECTS, may be made by written notification of such change by either party with written approval by the other party.

#### **ARTICLE IX MAINTENANCE OF CONTRACT COST RECORDS**

The LOCAL GOVERNMENT shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred on the PROJECTS and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement, and for seven years from the date of final payment under the Agreement, for inspection by the DEPARTMENT, any authorized entity, any reviewing agencies, and the Citizen Review Panel as referenced in the ACT; and copies thereof shall be furnished upon request. The LOCAL GOVERNMENT agrees that the provisions of this Article shall be included in any Agreement it may make with any engineering firm, contractor, subcontractor, assignee, or transferee. The LOCAL GOVERNMENT shall provide any and all information and/or documentation requested by GDOT or GSFIC, when either state agency is complying with the requirements of O.C.G.A. § 48-8-249(d).

#### **ARTICLE X SUBLETTING, ASSIGNMENT, OR TRANSFER**

The work of the LOCAL GOVERNMENT is considered personal by the DEPARTMENT. The LOCAL GOVERNMENT agrees not to assign, sublet, or transfer any or all of its interest in this Agreement without prior written approval of the DEPARTMENT.

The DEPARTMENT reserves the right to review all contracts and subcontracts prepared in connection with the Agreement and maintained by the LOCAL GOVERNMENT, and the LOCAL GOVERNMENT agrees that upon request it shall submit to the DEPARTMENT proposed contract and subcontract documents together with contractor and subcontractor cost estimates in its possession for the DEPARTMENT's review and written concurrence in advance of their execution.

#### **ARTICLE XI TERMINATION**

The DEPARTMENT reserves the right to terminate this Agreement at any time for just cause, or for any cause, or for no cause upon sixty (60) days written notice to the LOCAL GOVERNMENT, notwithstanding any just claims by the LOCAL GOVERNMENT for payment of services rendered prior to the date of termination. Subject to the availability of TIA PROCEEDS designated by the Department for the PROJECTS, the provisions of ARTICLE VI COMPENSATION AND PAYMENT and the Department's Prioritization and Order of Payments policy, the Department will make all efforts to pay the LOCAL GOVERNMENT for services rendered prior to the date of termination.

Subject to the provisions of ARTICLE VI, COMPENSATION AND PAYMENTS, it is understood by the parties hereto that should the DEPARTMENT terminate this Agreement prior to the completion of a PROJECT or PROJECT Element the LOCAL GOVERNMENT shall be reimbursed for such PROJECT or PROJECT Element contingent upon the availability of TIA PROCEEDS as set forth in ARTICLE VI, COMPENSATION AND PAYMENT.

Failure to meet the time set for completion of an approved work authorization may be considered just cause for termination of the Agreement.

#### **ARTICLE XII MAINTENANCE AND OPERATIONS OF PROJECTS**

In accordance with the provisions of O.C.G.A. § 32-2-2(a)(1), the DEPARTMENT shall plan, designate, improve, manage, control, construct, and maintain a state highway system and shall have control of and responsibility for all construction, maintenance, or any other work upon the state highway system and all other work which may be designated to be done by the DEPARTMENT by this title or any other law. However, on those portions of the state highway system lying within the corporate limits of any municipality, the DEPARTMENT shall be required to provide only substantial maintenance activities and operations, including but not limited to reconstruction and major resurfacing, reconstruction of bridges, erection and maintenance of official department signs, painting of striping and pavement delineators, furnishing of guardrails and bridge rails, and other major maintenance activities.

It shall be the duty of the DEPARTMENT to maintain, or cause to be maintained, any PROJECTS constructed as part of a Federal-aid system. For those PROJECTS that are not part of the Federal-aid system, the maintenance responsibility will reside with the LOCAL GOVERNMENT, the county or municipality in which the PROJECTS are located.

Notwithstanding the foregoing, the DEPARTMENT is responsible for inspection of bridges in Georgia, both on and off the State Highway System. The LOCAL GOVERNMENT will be notified by the DEPARTMENT of all deficient bridges under their jurisdiction. It is the responsibility of the LOCAL GOVERNMENT to post load limits signs or close bridges based on the DEPARTMENT bridge inspection reports and the deficient bridge list.

Any maintenance activities that are the responsibility of the LOCAL GOVERNMENT pursuant to O.C.G.A. § 32-2-2(a)(1), as set forth herein, or made the subject of other agreements with the DEPARTMENT shall not be reimbursed from TIA FUNDS except as stated herein for Transit projects.

The DEPARTMENT reserves the right to conduct periodic site inspections for the purpose of confirming proper operation and maintenance of the PROJECTS. The LOCAL GOVERNMENT shall be responsible for the continual maintenance, operation and replacement of all lighting systems installed for the PROJECTS.

Furthermore, if the PROJECTS pertain to or includes a roundabout, the LOCAL GOVERNMENT shall also be responsible for the maintenance and operation of all lighting and the maintenance of all landscaping installed as part of any roundabout construction and shall not be reimbursed from TIA FUNDS.

**ARTICLE XIII  
OWNERSHIP OF DOCUMENTS**

The LOCAL GOVERNMENT agrees that all reports, drawings, studies, specifications, survey notes, estimates, maps, computations, computer discs and printouts and other data prepared by, of, or for it under the terms of this Agreement shall remain the property of the LOCAL GOVERNMENT upon termination or completion of the work if the work is on a local roadway. The DEPARTMENT shall have the right to use the same without restriction or limitation and without additional compensation to the LOCAL GOVERNMENT other than that provided for in this Agreement.

If the PROJECTS are on the state route system, the LOCAL GOVERNMENT agrees that all of the foregoing information shall be provided to the DEPARTMENT and is the sole property of the DEPARTMENT.

**ARTICLE XIV  
PUBLICATION AND PUBLICITY**

Articles, papers, bulletins, data, studies, statistics, interim or final reports, oral transmittals or any other materials reporting the plans, progress, analyses, results, or findings of work conducted under this Agreement regarding the TIA Program shall not be presented publicly or published without prior written approval by the DEPARTMENT.

All releases of information, findings, and recommendations regarding the TIA Program shall include a disclaimer provision and that all published reports shall include that disclaimer on the cover and title page in the following form:

"The contents in this publication reflect the views of the author(s), who is (are) responsible for the facts and accuracy of the data presented herein. The opinions, findings, and conclusions in this publication are those of the author(s) and do not necessarily reflect the official views or policies of those of the Department of Transportation, State of Georgia. This publication does not constitute a standard, specification or regulation."

If any information concerning the TIA Program, its conduct, results or data gathered or processed should be released by the LOCAL GOVERNMENT without prior approval from the DEPARTMENT, the release of same may constitute grounds for termination of this Agreement without indemnity to the LOCAL GOVERNMENT; but should any such information be released by the DEPARTMENT, or by the LOCAL GOVERNMENT with such prior written approval, the same shall be regarded as public information and no longer subject to the restrictions of this Agreement.

Provided, however, that should the release of such information be required under the Georgia Open Records Act, O.C.G.A. Section 50-18-70, *et seq.*, the restrictions and penalties set forth herein shall not apply. Any request for information directed to the LOCAL GOVERNMENT, pursuant to the Georgia Open Records Act, for documents that are either received or maintained by the LOCAL GOVERNMENT in the performance of a service or function for or on behalf of the DEPARTMENT shall be released pursuant to provisions of the Open Records Act. Further, the LOCAL GOVERNMENT agrees to consult with the DEPARTMENT prior to releasing the requested documents.

**ARTICLE XV  
DBE, SMALL BUSINESS AND VETERAN OWNED BUSINESS**

A. On May 17, 2012, the DEPARTMENT, acting by and through its Board, passed a resolution in which it:

- 1) reaffirmed its commitment to Title VI of the 1964 Civil Rights Act of nondiscrimination in the delivery and management of TIA funded projects; and
- 2) encouraged the use of Disadvantaged Business Enterprises, small businesses, and veteran owned businesses in any project that is funded in whole or in part by TIA funds, and encouraged wherever practical and feasible, the local government or governments that manage TIA funded projects to include the same in its delivery and management of a project.

B. Reference to this resolution shall be included in all contracts entered in by the LOCAL GOVERNMENT related to these PROJECTS.

C. While there is no DBE, small businesses or veteran owned businesses Goal required, the LOCAL GOVERNMENT is required to provide the following information monthly to the DEPARTMENT regarding whether it utilized any DBE (as defined in forth in 49 CFR Part 26), as amended, small business (as defined in 13 CFR Part 121) or veteran owned, along with the following information:

- 1) The names and addresses of DBE firms, small businesses or veteran owned businesses committed to participate in the Contract;
- 2) A description of the work each DBE firm, small business or veteran owned business will perform; and
- 3) The dollar amount of the participation of each DBE firm, small business or veteran owned business participating.

**ARTICLE XVI**

The Parties acknowledge that the documents listed below are hereby incorporated into and made a part of this Agreement as though expressly written herein:

- A. TIA Manual; and
- B. Department's "TIA Invoice Process", as may be amended from time to time; and
- C. Intergovernmental Agreement between the Georgia Department of Transportation and the Georgia State Financing and Investment Commission with an Effective Date of January 1, 2013, as amended by Supplemental Agreement No.1 dated October 23, 2013, and Supplemental Agreement No. 2 dated September 13, 2018.

**ARTICLE XVII**

A. ASSIGNMENT. Except as herein provided, the Parties hereto will not transfer or assign all or any of their rights, titles or interests hereunder or delegate any of their duties or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld.

B. NON WAIVER. No failure of either Party to exercise any right or power given to such Party under this Agreement, or to insist upon strict compliance by the other Party with the provisions of this Agreement, and no custom or practice of either Party at variance with the terms and conditions of this Agreement, will constitute a waiver of either Party's right to demand exact and strict compliance by the other Party with the terms and conditions of this Agreement.

C. CONTINUITY. Each of the provisions of this Agreement will be binding upon and inure to the benefit and detriment of GDOT and the LOCAL GOVERNMENT and the successors and assigns of GDOT and the LOCAL GOVERNMENT.

D. TIME OF THE ESSENCE. All time limits stated herein are of the essence of this Agreement.

E. PREAMBLE, RECITALS AND EXHIBITS. The Preamble, Recitals and Exhibits hereto are a part of this Agreement and are incorporated herein by reference.

F. SEVERABILITY. If any one or more of the provisions contained herein are for any reason held by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision hereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

G. CAPTIONS. The brief headings or titles preceding each provision hereof are for purposes of identification and convenience only and should be completely disregarded in construing this Agreement.

H. GEORGIA AGREEMENT. This Agreement will be governed, construed under, performed and enforced in accordance with the laws of the State of Georgia. Any dispute arising from this contractual relationship shall be governed by the laws of the State of Georgia, and shall be decided solely and exclusively by the Superior Court of Fulton County, Georgia. LOCAL GOVERNMENT hereby consents to personal jurisdiction and venue in said court and waives any claim of inconvenient forum.

I. COUNTERPARTS. This Agreement is executed in three (3) counterparts which are separately numbered but each of which is deemed an original of equal dignity with the other and which is deemed one and the same instrument as the other.

J. INTERPRETATION. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one Party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent prepared the same, it being agreed that the agents of all Parties have participated in the preparation hereof.

K. EXECUTION. Each of the individuals executing this Agreement represents that they are authorized to execute this Agreement on behalf of their respective entities. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF, or other email transmission), which signature shall be binding on the party whose name is contained therein. Any party providing an electronic signature agrees to promptly execute and deliver to the other parties an original signed Agreement upon request.

L. NO THIRD PARTY BENEFICIARIES. Nothing contained herein shall be construed as conferring upon or giving to any person, other than the Parties hereto, any rights or benefits under or by reason of this Agreement.

M. ENTIRE AGREEMENT. This Agreement supersedes all prior negotiations, discussion, statements and agreements between the Parties and constitutes the full, complete and entire agreement between the Parties with respect hereto; no member, officer, employee or agent of either Party has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement. No modification of or amendment to this Agreement will be binding on either Party hereto unless such modification or amendment will be properly authorized, in writing, properly signed by both Parties and incorporated in and by reference made a part hereof.

#### ARTICLE XVIII COMPLIANCE WITH APPLICABLE LAWS

A. The undersigned, on behalf of the LOCAL GOVERNMENT, certify that the provisions of Section 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated relating to Conflict of Interest and State employees and officials trading with the State have been complied with in full.

B. The LOCAL GOVERNMENT has read and understands the regulations for STATE AUDIT REQUIREMENT as stated in Appendix B of this Agreement and will comply in full with said provisions of O.C.G.A. § 36-81-7.

C. By execution of this Agreement, I, on behalf of the LOCAL GOVERNMENT, certify under penalty of law that the LOCAL GOVERNMENT is in compliance with the service delivery strategy law (O.C.G.A. Sec. 36-701 et seq.) and is not debarred from receiving financial assistance from the State of Georgia, as stated in Appendix B.

D. The LOCAL GOVERNMENT hereby agrees that it shall comply, and shall require its subcontractors to, comply with all applicable requirements of the American with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101, et seq. and 49 U.S.C. 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 791; and regulations and amendments thereto.

E. The LOCAL GOVERNMENT hereby agrees that it shall, and shall require its contractors and subcontractors to, comply with GA Code Title 25, Section 9, Georgia Utility Facility Protection Act, CALL BEFORE YOU DIG 1-800-282-7411.

F. Pursuant to O.C.G.A. § 13-10-91, the LOCAL GOVERNMENT and all contractors and subcontractors performing work under this Agreement are, and shall be at all times, in compliance with the Federal Work Authorization Program. Prime contractors and subcontractors may participate in any of the electronic verification work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United State Homeland

Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 ("IRCA"), Appendix D.

G. LOCAL GOVERNMENT acknowledges and agrees that failure to complete appropriate certifications or the submission of a false certification shall result in the termination of this Agreement pursuant to the provisions of Article XI.

H. The undersigned, on behalf of the LOCAL GOVERNMENT, certifies that it shall comply with the provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act", in full; and a drug-free workplace will be provided for the Local Government's employees during the performance of the Agreement.

1) Each subcontractor hired by the LOCAL GOVERNMENT shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. The LOCAL GOVERNMENT shall secure from that subcontractor the following written certification: "As part of the subcontracting contract with \_\_\_\_, \_\_\_\_\_ certifies that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Agreement pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3".

2) Through execution of this Agreement, the LOCAL GOVERNMENT certifies that it will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Agreement.

The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals the day and date herein above written.

GEORGIA DEPARTMENT OF  
TRANSPORTATION

LOWNDES COUNTY

\_\_\_\_\_  
Commissioner (Seal)

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name/Title

**PLACE SEAL HERE**

ATTEST:

\_\_\_\_\_  
Treasurer

ATTEST:

I attest to the genuineness of the Seal, and I further attest that the above named officer is duly authorized to execute this document.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Federal Employer Identification Number

**EXHIBITS**

**Exhibit A**

**Work Schedule**

**Exhibit B**

**Scope and Procedure**

**EXHIBIT A**  
**WORK SCHEDULE**

**Old US 41 North Widening Phase 4, P.I. 0020531**

The LOCAL GOVERNMENT shall provide the DEPARTMENT with a detailed project schedule that reflects milestones, deliverables with durations for all pertinent activities to develop critical path elements. An electronic project schedule shall be submitted to the DEPARTMENT after execution of this Agreement

The DEPARTMENT may request additional or updated information and documentation regarding the WORK SCHEDULE from the LOCAL GOVERNMENT at any time.

If applicable, this must include the yearly operations plan for a transit project, to be updated annually by the LOCAL GOVERNMENT.

**EXHIBIT B**

**SCOPE AND PROCEDURE**

**Construction, operation and maintenance of Old US 41 North Widening Phase 4, P.I. 0020531**

**APPENDICES**

- Appendix A            Local Project Delivery Application
- Appendix B            Certificate of Compliances
- Appendix C            Certificate of Compliance with Annual Immigration Reporting Requirements/No Sanctuary Policy/Federal Law Enforcement Cooperation
- Appendix D            Georgia Security and Immigration Compliance Act Affidavit
- Appendix E            Local Government Resolution

**APPENDIX A**

**LOCAL PROJECT DELIVERY APPLICATION  
for the following Projects:**

**Old US 41 North Widening Phase 4, P.I. 0020531**



Russell R. McMurry, P.E., Commissioner  
One Georgia Center  
600 West Peachtree NW  
Atlanta, GA 30308  
(404) 631-1990 Main Office

May 18, 2026

Mr. Chad McLeod, Director of Engineering  
Lowndes County  
327 North Ashley Street  
Valdosta, GA 31601

**SUBJECT: PI# 0020531, Old US 41 North Widening Phase 4  
Local Delivery Approval**

Mr. McLeod:

The Department has reviewed the TIA Local Government Application for project delivery submitted for the above referenced project. The Local Delivery Application has been approved for the following phases:

- Preliminary Engineering (PE)
- Right of Way (ROW)
- Utilities (UTL)
- Construction (CST)

A Local Agreement between the Georgia Department of Transportation and Lowndes County is required to be executed prior to beginning work. A written Notice to Proceed from the Department is also required prior to beginning work on any project phase.

Should you have any questions, or need additional information, please contact Brent Moseley at 912-661-7157 or by email at [bmoseley@dot.ga.gov](mailto:bmoseley@dot.ga.gov).

Sincerely,

A handwritten signature in blue ink that reads 'Brent Moseley' followed by 'FR.' in a smaller font.

Kenneth Franks,  
State TIA Administrator

KKF:BAM

Cc: Dan Bodycomb, TIA Program Manager  
Christy Lovett, TIA Pre-Construction Manager  
Bobby Adams, TIA Procurement Manager  
Project File



**Transportation Investment Act (TIA) Local Project Delivery Application**

Section I – Local Government Applicant Information		
Applicant <b>Lowndes County</b>		Main Contact <b>Chad McLeod</b>
Contact Title <b>Director of Engineering</b>		Phone Number <b>229-671-2424</b>
Local Government Email address <b>cmcleod@lowndescounty.com</b>		
Contact Address <b>327 N. Ashley St.</b>		
Address Line 2 <b>2nd Floor Engineering Department</b>		
City <b>Valdosta</b>	State <b>GA</b>	Zip Code <b>31601</b>

Section II – Project Information			
County <b>Lowndes</b>	City <b>N/A</b>	Congressional District <b>8</b>	GDOT District <b>4</b>
Regional Commission <b>Southern Georgia</b>		MPO Region (if applicable) <b>VLMPO</b>	
Regional Commission ID Number/ PI Number/ and Project Name <b>SG2-185-2-28 / 0020531 / Old US 41 North Widening Phase 4</b>			
<input type="checkbox"/> Local Government is LAP Certified			

Please check all phases of delivery in which the Local Government desires to have responsibility (PE, ROW, UTL, CST)

- Preliminary Engineering (PE)
- Right of Way (ROW)
- Utilities (UTL)
- Construction (CST)

**Section III–Method of Delivery**

The Local Government’s plan for delivering the selected phase(s) of the Project. Include in this plan the types of resources needed, both inhouse and consultants, and your procedures for managing project quality, scope, schedule, and budget:

Lowndes County will follow the Lowndes County Procurement Policy in the delivery of the project. A GDOT pre-qualified engineering firm will be hired to provide surveying, environmental and civil construction plans for the project. A GDOT pre-qualified real estate negotiator will be hired to negotiate the procurement of the Right of Way required for this project. Lowndes County currently employs two Senior Project Managers, one Project Manager, one Senior Engineering Technician, and consults a Professional Engineer that will oversee the construction of the project.

Please list the Local Government’s previous experience with Project Delivery. List two projects of similar scope and cost.

Project Name:

Briggston Road Grading, Drainage Base and Paving

Project Description:

Grading, base, drainage and paving of an existing County Dirt Road. Total length of the project was 1.56 miles in length

Construction Let Date:

August 2023

Construction Completion Date:

September 2025

Initial Cost Estimate:

\$3,900,000

Final Completed Cost:

\$3,600,000

Project Name:

Old US 41 Widening - Grading, Drainage, Base, and Paving

Project Description:

Widening of an existing County road including grading, drainage, base, and paving.  
Total length of the project was 2.34 miles.

Construction Let Date:

April 2021

Construction Completion Date:

March 2023

Initial Cost Estimate:

6,516,800.00

Final Completed Cost:

6,516,800.00

Is the Project on the State Route System or does it tie to a State Route?

Yes

Procedures in place or that will be in place for regular reporting to GDOT of Project scope, schedule, and budgets.

Monthly Conference Calls with GDOT TIA Officials

The Local Government's procedures in place for contract payment validation.

Lowndes County Procurement Policy

The Local Government's conflict of interest policy.

Lowndes County Procurement Policy

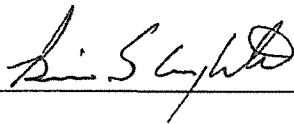
Complete the information below and submit to:

Kenneth Franks, State TIA Administrator  
Georgia Department of Transportation  
600 West Peachtree Street, NW  
Atlanta, Georgia 30308

---

I hereby certify that I am a principle and duly authorized representative of  
Lowndes County Board of Commissioners, Georgia, whose address is 327 N Ashley Street,  
Valdosta, GA 31601.

LOCAL GOVERNMENT:

 (Signature)

Chairman (Title)

May 12, 2026 (Date)

**APPENDIX B****CERTIFICATION OF COMPLIANCES**

I hereby certify that I am a principle and duly authorized representative of Lowndes County, Georgia, whose address is 327 North Ashley Street, Valdosta, GA 31601, and it is also certified that:

**I. PROCUREMENT REQUIREMENTS**

The below listed provisions of State Procurement requirements shall be complied with throughout the contract period:

- (a) Provisions of Section Chapters 2 and Chapters 4 of the Title 32 of the Official Code of Georgia Annotated. Specifically as to the County the provisions of O.C.G.A. § 32-4-40 *et seq.* and as to the Municipality the provisions of O.C.G.A. § 32-4-92 *et seq.*

**II. STATE AUDIT REQUIREMENT**

The provisions of Section 36-81-7 of the Official Code of Georgia Annotated, relating to the "Requirement of Audits" shall be complied with throughout the contract period in full, including but not limited to the following provisions:

- (a) Each unit of local government having a population in excess of 1,500 persons or expenditures of \$ 550,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of the local government for each fiscal year of the local government.
- (b) The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.
- (c) The governing authority of each local unit of government having expenditures of less than \$ 550,000.00 in that government's most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.
- (d) A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of the local government. Those units of local government not having a principal office shall provide a notification to the public as to the location of and times during which the public may inspect the report.
- (e) The audits of each local government shall be conducted in accordance with generally accepted government auditing standards.

**III. SERVICE DELIVERY STRATEGY REQUIREMENT**

The provisions of Section 36-70-20 *et seq.* of the Official Code of Georgia, relating to the "Coordinated And Comprehensive Planning And Service Delivery By Counties And Municipalities", as amended, has been complied with throughout the contract period.

---

Date

---

Signature

**APPENDIX C**

**CERTIFICATION OF COMPLIANCE WITH ANNUAL IMMIGRATION REPORTING REQUIREMENTS/  
NO SANCTUARY POLICY/FEDERAL LAW ENFORCEMENT COOPERATION**

By executing this document, the undersigned duly authorized representative of the Local Governing Body, certifies that the Local Governing Authority:

- a) has filed a compliant Annual Immigration Compliance Report with the Georgia Department of Audits & Accounts (“GDA&A”) for the preceding calendar year required by O.C.G.A. § 50-36-4(b), or has been issued a written exemption from GDA&A from doing so;
- b) has not enacted a “Sanctuary Policy” in violation of O.C.G.A. § 36-80-23(b); and,
- c) is in compliance with O.C.G.A. §§ 35-1-17 et seq. regarding its obligation to cooperate with federal immigration enforcement authorities to deter the presence of criminal illegal aliens.

As an ongoing condition to receiving funding from the Georgia Department of Transportation, the Local Governing Body shall continue to remain fully compliant with O.C.G.A. §§ 50-36-4, 36-80-23 and 35-1-17 et seq. for the duration of time the subject agreement is in effect.

---

Signature of Authorized Officer or Agent

---

Printed Name of Authorized Officer or Agent

---

Title of Authorized Officer or Agent

---

Date

APPENDIX D

**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**

Name of Contracting Entity: Lowndes County

Contract No. and Name: IGTIA2602340  
TRANSPORTATION INVESTMENT ACT OF 2010 PROJECT AGREEMENT

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or entity which is contracting with the Georgia Department of Transportation has registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the Georgia Department of Transportation within five (5) business days after any subcontractor is retained to perform such service.

\_\_\_\_\_  
E-Verify / Company Identification Number

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

\_\_\_\_\_  
Title of Authorized Officer or Agent

\_\_\_\_\_  
Date

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

[NOTARY SEAL]

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**APPENDIX E**

**LOCAL GOVERNMENT RESOLUTION  
for the following Projects:**

**Old US 41 North Widening Phase 4, P.I. 0020531**

STATE OF GEORGIA

LOWNDES COUNTY

BE IT RESOLVED by the Commission Chairman and Board of Commissioners of Lowndes County, and it is hereby resolved, that the foregoing attached Agreement, relative to the aforementioned projects and that Bill Slaughter as Commission Chairman and Belinda Lovern, as Clerk, be and they are, thereby authorized and directed to execute the same for and in behalf of said by the Commission Chairman and Board of Commissioners of Lowndes County.

Passed and adopted this the 9th day of June 2026.

ATTEST:

\_\_\_\_\_  
COUNTY CLERK

BY: \_\_\_\_\_  
CHAIRMAN

STATE OF GEORGIA,

LOWNDES COUNTY

I, Belinda Lovern, as County Clerk, do hereby certify that I am custodian of the books and records of the same, and that the above and foregoing copy of the original is now on file in my office, and was passed by the Commission Chairman and Board of Commissioners of Lowndes County.

WITNESS my hand and official signature, this the 9th day of June 2026.

BY: \_\_\_\_\_  
COUNTY CLERK

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Beer, Wine, and Liquor License - Jignasha Patel of Pitstop  
Three Liquors LLC, DBA Pitstop Liquors, 1405 St. Augustine Road Suite  
B, Valdosta, GA 31605

DATE OF MEETING: June 9, 2026

Work  
Session/Regular  
Session

BUDGET IMPACT:

FUNDING SOURCE:

- Annual
- Capital
- N/A
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: Beer, Wine, and Liquor License - Jignasha Patel of  
Pitstop Three Liquors LLC, DBA Pitstop Liquors, 1405 St. Augustine Road Suite B, Valdosta,  
GA 31605

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HISTORY, FACTS AND ISSUES: Jignasha Patel of Pitstop Three Liquors LLC, DBA Pitstop Liquors, 1405 St.  
Augustine Road Suite B, Valdosta, GA 31605 is requesting a license for the sale of beer, wine, and liquor for  
consumption off premises. This is due to a change in ownership. The ordinance and guidelines for approval of  
the license have been met and upon approval by the Board, the license shall be granted.

OPTIONS: 1. Approval of the Beer and Wine License  
2. Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Finance

DEPARTMENT HEAD: Stephanie Black

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

**Alcoholic Beverage License Application  
Lowndes County Board of Commissioners  
Finance Department – Licensing Division**

*Before completing this application, you must verify that the proposed location of your establishment is located in unincorporated Lowndes County.*

1. TYPE OF LICENSE(s) APPLIED FOR (check all that apply):

- Retail Dealer – Off Premises Consumption (Malt Beverages)
- Retail Dealer – Off Premises Consumption (Wine)
- Retail Dealer – Off Premises Consumption (Distilled Spirits)
- Retail Dealer – Off Premises Consumption (Sunday Sales)
- Retail Consumption Dealer – Consumption on Premises (Malt Beverages)
- Retail Consumption Dealer – Consumption on Premises (Wine)
- Retail Consumption Dealer – Consumption on Premises (Distilled Spirits)
- Retail Consumption Dealer – Consumption on Premises (Sunday Sales)
- Wholesaler – Malt Beverages with warehousing in Lowndes County
- Wholesaler – Malt Beverages without warehousing in Lowndes County
- Wholesaler – Wine with warehousing in Lowndes County
- Wholesaler – Wine without warehousing in Lowndes County
- Wholesaler – Distilled Spirits with warehousing in Lowndes County
- Wholesaler – Distilled Spirits without warehousing in Lowndes County
- Alcoholic Beverage Catering License

No retail dealer licensee shall hold any retail consumption dealer license for the same location, and vice versa; and no wholesale dealer licensee shall hold any retail dealer license or retail consumption dealer license for the same location.

RECEIVED

MAY 14 2026

2. Official Legal Name of Entity or Person seeking the License(s) (the "Applicant"):

PITSTOP THREE LIQUOR LLC

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3. Applicant's Business or Trade Name (if different than official legal name):

PITSTOP LIQUORS

---

4. List any aliases, tradenames, or other names under which the Applicant is known or conducting business, or has been known or conducted business during the past three years:

---

---

5. If Applicant is an Entity, Full Name of the Individual Making this Application for the Applicant:

JIGNASHA PATEL

---

6. Street Address of establishment for which license is sought:

1405 N SAINT AUGUSTINE RD STE B VALDOSTA GA 31602

---

7. Street Address of Applicant's Primary Place of Business, if different from question #6 above:

---

---

8. Describe the type of establishment to be operated pursuant to the license applied for and the category(ies) of alcoholic beverage related functions and activities to be conducted at such establishment. [Attach additional pages if more space is needed]

LIQUOR STORE

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MAY 14 2026

9. Lowndes County's alcohol ordinance prohibits the distribution, sale or consumption of alcoholic beverages within 300 feet of any church building. The ordinance also prohibits the distribution, sale or consumption of wine or malt beverages within 100 yards, or of distilled spirits within 200 yards, of any school building, educational building, school grounds or college campus. Those distances are measured from the door of the licensed establishment to the nearest street, thence along said street to the nearest point of any church building, school building, educational building, school grounds or college campus. List below the name and street address of the nearest church and the nearest educational facilities to the proposed establishment including the address.

Church: \_\_\_\_\_

School, college or other educational facility or grounds: \_\_\_\_\_

\_\_\_\_\_

10. Has the Applicant, any person identified in question 11 below, or any employee of the establishment for which licensure is being sought ever been refused a license related to alcohol or had such license suspended or revoked (either by Lowndes County or another jurisdiction)?  YES  NO  
If yes, state the month and year of such occurrence, the jurisdiction, and the circumstances. [Attach additional pages if more space needed]

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

11. Type of Legal Entity applying for license:  Individual  Partnership  Joint Venture  Corporation  Firm  Association  Limited Liability Company (LLC)  Other: \_\_\_\_\_

If the Applicant is a partnership, joint venture or firm, list the names and addresses of all owners of the partnership, joint venture or firm. [Attach additional pages if more space is needed]

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

RECEIVED

MAY 14 2026

If the Applicant is a corporation or association, list the names and addresses of its principal officers, directors and the three stockholders owning the largest amounts of stock. [Attach additional pages if more space is needed]

_____ President	_____ Address
_____ Vice President	_____ Address
_____ Secretary	_____ Address
_____ Treasurer	_____ Address
_____ Director	_____ Address
_____ Stockholder	_____ Address
_____ Stockholder	_____ Address
_____ Stockholder	_____ Address

If the Applicant is a limited liability company, list the names and addresses of the three (3) members owning the largest amounts of ownership interest and the names and addresses of any managers or principal officers. [Attach additional pages if more space is needed]

_____ JIGNASHA PATEL Member Name	_____ 3630 VICTORIA DR VALDOSTA GA 31605 Address
_____ Member Name	_____ Address
_____ Member Name	_____ Address
_____ Manager Name	_____ Address

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MAY 14 2020

\_\_\_\_\_  
Manager Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Officer Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Officer Name

\_\_\_\_\_  
Address

If the Applicant is any other type of entity or non-natural person, list the names and addresses of all the members of its governing body, officers and others having management, control or dominion over such application.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

12. Has the applicant, any person listed in question 11 above, or any employee of the applicant's establishment ever been convicted of a felony? [ ] YES  NO

13. Has the applicant, any person listed in question 11 above, or any employee of the applicant's establishment been convicted within the last five (5) years of a misdemeanor or of any other violation involving gambling, the Georgia Controlled Substances Act (or similar laws of another jurisdiction), prostitution, sex offenses, adult entertainment laws, rules or regulations, alcohol control laws, rules or regulations, or offenses involving moral turpitude? [ ] YES  NO

14. Has the applicant executed a consent statement to allow all necessary investigation reports to be obtained and furnished to the licensor for the applicant, any person identified in question 11 above, or any employees in the applicant's establishment? (see attachment A)  YES [ ] NO

15. If the establishment for which a license being sought is or was licensed under the Lowndes County Alcoholic Beverage Ordinance (or any previous ordinances or resolutions pertaining to alcoholic beverages) during the past three (3) years, present details of how the applicant has or will acquire the establishment, including on what terms and conditions. Further, describe in detail any familial, business, investment, debtor/creditor, or other relationship the applicant may have or have had during the past three

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MAY 14 2026

(3) years with the current or former licensee or establishment owner, and in each case with any person identified in question 11 above. [Attach additional pages if more space is needed]

Husband

16. Has the individual making this application provided a signed and sworn Affidavit (see attachment B) verifying the applicant's lawful presence in the United States as required by O.C.G.A. § 50-36-1(f)(1)(B)?

YES [ ] NO

17. Has the individual making the application provided at least one "secure and verifiable document" as defined in O.C.G.A. § 50-36-2(b)(3): driver's license issued by one of the states or territories of the U.S. or Canada; U.S. or foreign passport; picture I.D. issued by one of the states or territories of the U.S.; U.S. Certificate of Citizenship or Naturalization; or U.S. Permanent Resident Card or Alien Registration Receipt Card?  YES [ ] NO

18. Has the individual making this application provided a signed and sworn Affidavit (see attachment C or D) verifying the applicant's registration with and utilization of the Federal Work Authorization Program and that the applicant is authorized to use such Federal Work Authorization Program (or evidence that it is not required) as defined in and required by O.C.G.A. § 36-60-6?  YES [ ] NO

19. Has the applicant provided a copy of a valid deed or a copy of a valid lease showing that the applicant has a leasehold interest sufficient for the applicant to operate a business or enterprise at the property on which the establishment is located?  YES [ ] NO

NOTE: The Applicant may be required to submit further information or documentation as requested by the County.

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CERTIFICATION REGARDING APPLICATION

Personally, appeared before the undersigned officer duly authorized to administer oaths, the undersigned affiant, who after first being duly sworn, hereby affirms, says and certifies that he/she is the owner of Pit Stop Three LLC. is authorized to make and execute this application on behalf of the Applicant, and further hereby affirms, says and certifies as to each of the following:

I have read and understand the Lowndes County Alcoholic Beverage Ordinance and will ensure that all employees of the establishment for which licensure is sought will be familiar with the provisions and regulations of that Ordinance.

I will ensure that the establishment for which licensure is sought complies at all times with all applicable laws, rules and regulations of the United States, the State of Georgia and Lowndes County, now in force or which may hereafter be enacted as relates to the sale, distribution, or consumption of alcoholic beverages.

I understand that any license issued is valid for a period of one year, beginning January 1<sup>st</sup> and expiring December 31<sup>st</sup>, that no license shall be assignable or transferrable either to a new licensee or for another location, and that no portion of the license fee shall be refunded should the license be revoked during the license year or should the establishment close.

The information, documents and statements made or contained in this Application, or submitted as a part thereof or supplementary thereto is in each case accurate and complete. I further understand that making false or fraudulent statements and/or representations in or with respect to this Application may subject me to criminal and/or civil penalties including a fine and/or imprisonment.

Submitted herewith is the sum of \$ \_\_\_\_\_ [must be cash, cashier's check, money order, or other certified funds] which includes the license fee for the year, or partial year, plus the administration fee. I understand that, should the application be denied, I will receive a refund for the license fee only and that the administration fee is non-refundable.

Dinasha Patel  
Signature of Individual Making this Application

Date: 5/14/26

Sworn to and subscribed before me this 14 day of May, 2026

Shelly Cleve  
Notary Public



My commission expires: Jan 13 2030

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ATTACHMENT B

AFFIDAVIT PURSUANT TO O.C.G.A. § 50-36-1(f)(1)(B)  
VERIFYING STATUS  
FOR LOWNDES COUNTY PUBLIC BENEFIT APPLICATION

By executing this Affidavit under oath, as an applicant for a Lowndes County, Georgia Alcohol License, Occupation Tax Certificate (Business License), Fuel Pump Registration Permit, Special Event Permit, Letter of Authorization, or other "public benefit" as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to the application therefore.

- I am a citizen of the United States.
- I am a legal permanent resident of the United States.
- I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.  
My alien number is: \_\_\_\_\_

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-2(b)(3), with this Affidavit.

The secure and verifiable document provided with this Affidavit can best be classified as:  
DRIVING LICENSE

In making the above representations under oath, I understand that any person who knowingly and willfully makes a false, fictitious or fraudulent statement, or representation in an Affidavit shall be guilty of a violation of O.C.G.A. §16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed in Valdosta (city), GA (state).

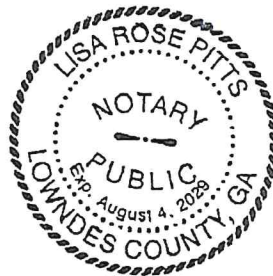
Jignasha Patel  
Signature of Applicant

Jignasha Patel  
Printed Name of Applicant

Sworn to and subscribed before me this 6 day of May, 2026.

Lisa Rose Pitts  
Notary Public

My commission expires: Aug 4, 2029



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MAY 14 2026

ATTACHMENT C

PRIVATE EMPLOYER AFFIDAVIT PURSUANT TO O.C.G.A. § 36-60-6(d)

By executing this affidavit under oath, the undersigned private employer verifies one of the following with respect to its application for a business license, occupational tax certificate, or other document required to operate a business as referenced in O.C.G.A. § 36-60-6(d):

Section 1. Please check only one:

(A) \_\_\_\_\_ On January 1st of the below-signed year, the individual, firm, or corporation employed more than ten (10) employees.<sup>1</sup>

\*\*\* If you select Section 1(A), please fill out Section 2 and then execute below.

(B)  On January 1st of the below-signed year, the individual, firm, or corporation employed ten (10) or fewer employees.

\*\*\* If you select Section 1(B), please skip Section 2 and execute below.

Section 2.

The employer has registered with and utilizes the federal work authorization program in accordance with the applicable provisions and deadlines established in O.C.G.A. § 36-60-6. The undersigned private employer also attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Name of Private Employer

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

I hereby declare under penalty of perjury that the foregoing is true and correct. Executed on 6,  
May, 2021 in Atlanta (city), GA (state).

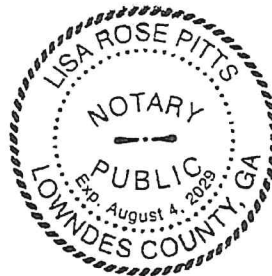
[Signature]  
Signature of Authorized Officer or Agent

Jignash Patel Owner  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE 6 DAY OF May, 2021

Lisa Rose Pitts  
NOTARY PUBLIC

My Commission Expires: Aug 4, 2029



<sup>1</sup> To determine the number of employees for purposes of this affidavit, a business must count its total number of employees company-wide, regardless of the city, state, or country in which they are based, working at least 35 hours a week.

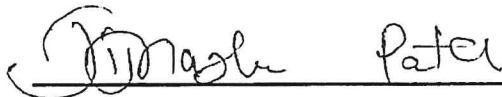
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MAY 14 2026

## NON-CRIMINAL JUSTICE APPLICANT'S PRIVACY RIGHTS

As an applicant who is the subject of a Georgia and Federal Bureau of Investigation (FBI) national fingerprint/biometric-based criminal history check for a noncriminal justice purpose (such as an application for employment or a license, an immigration or naturalization matter, security clearance, or adoption), you have certain rights which are discussed below. All notices must be provided to you in writing. These obligations are pursuant to the Privacy Act of 1974, Title 5, United States Code (U.S.C.) Section 552a, and Title 28 Code of Federal Regulation (CFR), 50.12, among other authorities.

- You must be provided an adequate written FBI Privacy Act Statement (dated 2013 or later) when you submit your fingerprints and associated personal information. This Privacy Act Statement must explain the authority for collecting your fingerprints and associated information and whether your fingerprints and associated information will be searched, shared or retained.
- You must be advised in writing of the procedures for obtaining a change, correction, or update of your FBI criminal history record as set forth at 28 CFR 16.34.
- You must be provided the opportunity to complete or challenge the accuracy of the information in your FBI criminal history record (if you have such a record).
- If you have a criminal history record, you should be afforded a reasonable amount of time to correct or complete the record (or decline to do so) before the officials deny you the employment, license, or other benefit based on the information in the FBI criminal history record.
- If agency policy permits, the officials may provide you with a copy of your FBI criminal history record for review and possible challenge. If agency policy does not permit it to provide you a copy of the record, you may obtain a copy of the record by submitting fingerprints and a fee to the FBI. Information regarding this process may be obtained at <https://www.fbi.gov/services/cjis/identity-history-summary-checks> and <https://www.edo.cjis.gov>. You may find information regarding how to obtain a copy of your Georgia criminal history record on the GBI website: <https://gbi.georgia.gov/services/obtaining-criminal-history-recordinformation-frequently-asked-questions>.
- If you decide to challenge the accuracy or completeness of your FBI criminal history record, you should send your challenge to the agency that contributed the questioned information to the FBI. Alternatively, you may send your challenge directly to the FBI by submitting a request via <https://www.edo.cjis.gov>. The FBI will then forward your challenge to the agency that contributed the questioned information and request the agency to verify or correct the challenged entry. Upon receipt of an official communication from that agency, the FBI will make any necessary changes/corrections to your record in accordance with the information supplied by that agency. (See 28 CFR 16.30 through 16.34.) If the disputed arrest occurred in the State of Georgia, you may send your challenge directly to the GCIC. Contact information for the GCIC can be found at <https://gbi.georgia.gov/services/obtaining-criminal-history-record-information-frequently-askedquestions>.
- You have the right to expect that officials receiving the results of the criminal history record check will use it only for the authorized purposes and will not retain or disseminate it in violation of federal statute, regulation or executive order, or rule, procedure or standard established by the National Crime Prevention and Privacy Compact Council.



Signature

05/06/26

Date

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MAY 14 2026

1405 N. St. Augustine Rd.

WITHLACOOCHIEE RD

SIWANNEE DR

CHATAHOOCHEE AVE

SPINNEY LN

ALTAHAMA ST

OCDULGETT DR

OCONDE ST

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MAY 11 2008

LAUREL RD

JAMES CTR

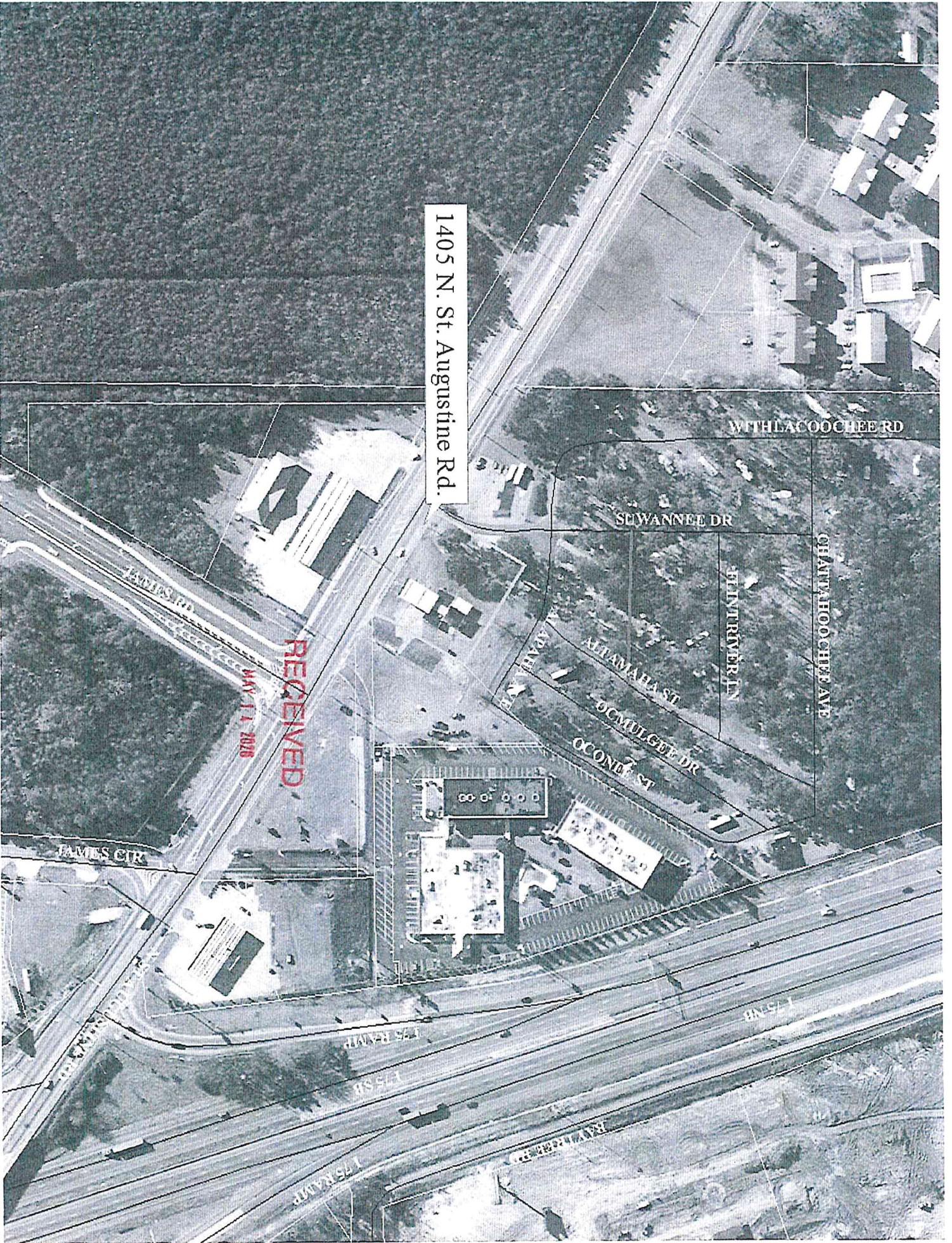
I-75 SOUTH

I-75 SOUTH

I-75 NORTH

I-75 NB

LAUREL RD



Distance Check

Date: May 15, 2026

Establishment: Pit Stop Three Liquors

Address: 1405 N St Augustine Rd, Valdosta


Nearest School: Westside Elementary

Address: 2470 James Rd, Valdosta Distance: 9600 ft

Nearest Church: River Hill Missionary Baptist Church

Address: 2884 James Rd, Valdosta Distance: 3500 ft

Officer Assigned: Loren Williams

Signature: 

Comments:

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MAY 15 2026

## Notice of Intent

### Application for Alcohol License

Jignasha Patel with Pitstop Three LLC., DBA Pitstop Liquors, located at 1405 N St. Augustine Road Suite B, Valdosta Georgia, is applying for a license for the sale of beer, wine, and liquor for consumption off premise. The Lowndes County Board of Commissioners, during their regular meeting on June 9, 2026, will hear this request. The meeting will begin at 5:30 p.m. and will be held in the Commission Chambers, Lowndes County Judicial/Administrative Complex – 2<sup>nd</sup> Floor, 327 North Ashley Street, Valdosta, Georgia.

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: GEFA Loan GFPP011 for Bypass Pumps at Lift Station

DATE OF MEETING: June 9, 2026

BUDGET IMPACT: \$2,812,500.00

FUNDING SOURCE:

- Annual
- Capital
- GEFA Loan
- SPLOST
- TSPLOST

Work  
Session/Regular  
Session

COUNTY ACTION REQUESTED ON: GEFA Loan GFPP011 for Bypass Pumps at Lift Station

HISTORY, FACTS AND ISSUES: Lowndes County has been pre-selected for a GEFA loan to install bypass pumps at our lift stations that are currently not equipped with backup capabilities. The loan amount is \$2,812,500.00 with a principal forgiveness of \$703,125.00. This will allow us to have backup capabilities at all of our lift stations. While we have applied for FEMA mitigation money, this will allow us to lock in current pricing and potentially, have equipment in place before the next hurricane season.

This project was previously presented to the board at the October 28, 2025, meeting; however, the required resolution and supporting loan documents were not included at that time as they were not available. Staff now requests approval of the attached resolution as required for the GEFA loan approval.

OPTIONS: 1. Approve the resolution as presented.  
2. Redirect.

RECOMMENDED ACTION: Option 1

DEPARTMENT: Utilities

DEPARTMENT HEAD: Steve Stalvey

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

**RESOLUTION OF GOVERNING BODY**

**Recipient: LOWNDES COUNTY**

**Loan Number: GFPP011**

At a duly called meeting of the governing body of the Borrower identified above (the "Borrower") held on the ninth day of June 2026, the following resolution was introduced and adopted.

**WHEREAS**, the governing body of the Borrower has determined to borrow but not to exceed \$2,812,500 from the **Georgia Environmental Finance Authority** (the "Lender") to finance a portion of the costs of acquiring, constructing, and installing the environmental facilities described in Exhibit A to the hereinafter defined Loan Agreement (the "Project"), pursuant to the terms of a Loan Agreement (the "Loan Agreement") between the Borrower and the Lender, the form of which has been presented to this meeting; and

**WHEREAS**, the Borrower's obligation to repay the loan made pursuant to the Loan Agreement will be evidenced by a Promissory Note (the "Note") of the Borrower, the form of which has been presented to this meeting;

**NOW, THEREFORE, BE IT RESOLVED** by the governing body of the Borrower that the forms, terms, and conditions and the execution, delivery, and performance of the Loan Agreement and the Note are hereby approved and authorized.

**BE IT FURTHER RESOLVED** by the governing body of the Borrower that the terms of the Loan Agreement and the Note (including the interest rate provisions, which shall be as provided in the Note) are in the best interests of the Borrower for the financing of the Project, and the governing body of the Borrower designates and authorizes the following persons to execute and deliver, and to attest, respectively, the Loan Agreement, the Note, and any related documents necessary to the consummation of the transactions contemplated by the Loan Agreement.

\_\_\_\_\_  
(Signature of Person to Execute Documents)

\_\_\_\_\_  
Chairman  
(Print Title)

\_\_\_\_\_  
(Signature of Person to Attest Documents)

\_\_\_\_\_  
County Clerk  
(Print Title)

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Secretary/Clerk

(SEAL)

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: ACCG IRMA Property & Liability Insurance Renewal

DATE OF MEETING: June 9, 2026

Work  
Session/Regular  
Session

BUDGET IMPACT: \$1,248,947.00

FUNDING SOURCE:

- Annual
- Capital
- N/A
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: Insurance renewal for Property, Automobile, Equipment/Machinery and General Liability for Public Officials and Law Enforcement.

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HISTORY, FACTS AND ISSUES: The County has participated in the ACCG-IRMA Insurance Program (a non-profit, Georgia County government-owned fund) since July 1, 1994. At this year's renewal, Lowndes County's contribution is \$1,248,947.00 thanks to a safety credit discount of \$65,734.00.

The attached proposal represents a quote for a complete blanket of property and liability insurance coverage for the upcoming 2027 Fiscal Year. Lowndes County currently carries a \$15,000.00 deductible on all lines of coverage except for Privacy & Security Coverage (Cyber), which carries a \$25,000.00 deductible.

OPTIONS: 1. Renew our Property & Liability Insurance Coverage with the ACCG at current deductible levels.

2. Board's Pleasure

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: Human Resources

DEPARTMENT HEAD: Kevin Beals

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

## ACCG-IRMA Renewal Proposal Summary 7/1/2026 to 7/1/2027

**Member: Lowndes County**

COVERAGE	EXPIRING DEDUCTIBLES	RENEWAL DEDUCTIBLES
Auto Liability/Physical Damage (AL/APD)	\$15,000	Same as Expiring
Crime	\$15,000	
General Liability (GL)	\$15,000	
Law Enforcement Liability (LEL)	\$15,000	
Property & Equip. Breakdown (PROP)	\$15,000	
Public Officials Liability (POL)	\$15,000	
Privacy & Security (Cyber)	\$25,000	
<b>RENEWAL PROPOSAL</b>		
<b>Renewal Contribution:</b>		<b>\$1,314,681</b>
<b>Less Safety Credit:</b>		<b>(\$65,734)</b>
<b>Net Contribution Due:</b>		<b>\$1,248,947</b>

\*The deductible will apply to all losses and all lines of coverage subject to a maximum of one deductible for all claims arising from a single loss. For scheduled properties in Special Hazard Zones for Flood, the deductible is the maximum limit available under the National Flood Insurance Program or if unavailable, \$500,000 for building or structure and \$500,000 contents. Highest applicable deductible will apply.

### ADDITIONAL LIMITS OF LIABILITY COVERAGE

Your Limit for Liability Coverage (Included in Contribution Above): \$1,000,000  
 Note that these are the limits you chose last year.

With  
 \$500,000/\$700,000/\$50,000  
 on Auto Liability

Your liability limits may be increased in increments of \$1,000,000.  
 We have provided the cost of any additional limits below.

(If Automobile Liability is specifically itemized in Your Limit of Liability Coverage above, that limit will remain the same even if you increase the other liability limits.)

<u>Option</u>	<u>Additional Annual Cost</u>
Increase Limits to \$2,000,000	\$33,499
Increase Limits to \$3,000,000	\$50,625
Increase Limits to \$4,000,000	\$67,119
Increase Limits to \$5,000,000	\$80,772

The Sovereign Immunity Protection Endorsement attached to the ACCG-IRMA Coverage Agreement caps Automobile Liability, where allowed by law, to limits of \$500,000 bodily injury per person / \$700,000 bodily injury per accident / \$50,000 property damage as stated under O.C.G.A. § 36-92-2.

For members buying a General Liability limit of \$4,000,000 or more, liability arising out of dams which are either 25 ft. or more in height or have an impounding capacity of 50 acre ft. or more will be limited to \$3,000,000 per occurrence unless underwriting requirements are met and the ACCG-IRMA Coverage Agreement is endorsed. For questions, please call ACCG Underwriting & Member Services at 1.800.858.2224 or email [accginsurance@accg.org](mailto:accginsurance@accg.org).

**Final rates and pricing are subject to review and final approval from the Georgia Office of Commissioner of Insurance and Safety Fire.**

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Industrial Authority Series 2026 Bonds

DATE OF MEETING: June 9, 2026

Work  
Session/Regular  
Session

BUDGET IMPACT: - 0 -

FUNDING SOURCE:

- Annual
- Capital
- N/A
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: Supplemental Bond Resolution

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HISTORY, FACTS AND ISSUES:

Further to the Resolution of the Board of Commissioners approved May 12, 2026, regarding the proposed issuance and sale of the Industrial Authority's Series 2026 Bonds, attached is a proposed Supplemental Resolution of the Board of Commissioners to approve:

1. the form of the Supplemental Bond Resolution of the Industrial Authority (Exhibit A),
2. a Contract between the Authority and the County in which the County agrees to pay amounts sufficient to pay the principal and interest on the Series 2026 Bonds (Exhibit B),
3. a Bond Purchase Agreement (Exhibit C),
4. use and distribution of the Preliminary Official Statement and Official Statement,
5. a Disclosure Certificate,
6. the terms and provisions of the Board's May 12, 2026, Resolution, and
7. further actions as may be necessary or desirable in connection with the issuance of the Series 2026 Bonds and performance of the Contract and other agreements authorized by the Supplemental Bond Resolution.

Final revisions of Exhibits A, B, and C will be provided after the Bonds are priced June 9, 2026.

OPTIONS: 1. Approve Supplemental Bond Resolution as presented  
2. Redirect

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: County Manager

DEPARTMENT HEAD: Paige Dukes

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

**SUPPLEMENTAL RESOLUTION OF THE  
BOARD OF COMMISSIONERS OF LOWNDES COUNTY, GEORGIA**

WHEREAS, the Valdosta-Lowndes County Industrial Authority (the “Authority”) was duly created and is validly existing pursuant to an Amendment to the Constitution of the State of Georgia, Ga. Laws 1960, p. 1359 et seq., as supplemented by an Act of the Georgia General Assembly, Ga. Laws 1960, p. 2786 et seq. and as continued by an Act of the Georgia General Assembly, Ga. Laws 1985, p. 3710, et seq., as amended (collectively, the “Act”); and the Authority is now existing and operating and its members have been duly appointed and entered into their duties; and

WHEREAS, Lowndes County, Georgia (the “County”) is a political subdivision of the State of Georgia, legally created and validly existing under the laws of the State of Georgia; and

WHEREAS, on May 1, 2026, the Authority adopted a Bond Resolution (the “Original Bond Resolution”) authorizing, among other things, the issuance of the Valdosta-Lowndes County Industrial Authority Economic Development Taxable Revenue Bonds, Series 2026A (the “Series 2026A Bonds”) and the Valdosta-Lowndes County Industrial Authority Economic Development Revenue Bonds, Series 2026B (the “Series 2026B Bonds” and, together with the Series 2026A Bonds, the “Series 2026 Bonds”), in the aggregate principal amount of not to exceed \$37,000,000; and

WHEREAS, the Original Bond Resolution provides that the principal amounts of the Series 2026 Bonds maturing in each year (through the operation of a sinking fund or otherwise), the interest rates on each such maturity, the optional and mandatory redemption provisions applicable thereto and the use and application of the proceeds of the Series 2026 Bonds will be determined by the Authority in a supplemental resolution; and

WHEREAS, on May 12, 2026, the Board of Commissioners of Lowndes County, Georgia adopted a Resolution (the “Original Resolution”), authorizing, among other things, (1) the approval of the terms of the Original Bond Resolution and (2) the County to enter into an Intergovernmental Contract (the “Contract”) with the Authority relating to the issuance of the Series 2026 Bonds; and

WHEREAS, the Authority determined the principal amount of the Series 2026 Bonds maturing in each year, the interest rates on each such maturity, the optional redemption and mandatory redemption provisions applicable thereto, the use and application of the proceeds of the Series 2026 Bonds and such other financing terms in a resolution duly adopted at a meeting held on June 9, 2026 (the “Supplemental Bond Resolution”), a form of which is attached hereto as Exhibit A; and

WHEREAS, it is proposed that the County approve the terms provided in the Supplemental Bond Resolution; and

WHEREAS, it is proposed that the County authorize the execution and delivery of the Contract in the form attached hereto as Exhibit B; and

WHEREAS, it is proposed that the County ratify and authorize the use and distribution of a Preliminary Official Statement, dated June 1, 2026, relating to the Series 2026 Bonds (the “Preliminary Official Statement”) and authorize the execution, delivery, use and distribution of an Official Statement, dated June 9, 2026, relating to the Series 2026 Bonds (the “Official Statement”) in connection with the sale of the Series 2026 Bonds; and

WHEREAS, it is proposed that the County authorize the execution and delivery of a Bond Purchase Agreement, dated the date hereof (the “Bond Purchase Agreement”), among the County, the Authority and Raymond James & Associates, Inc. (the “Underwriter”), providing for the sale of the Series 2026 Bonds; and

WHEREAS, it is proposed that the County authorize the execution, delivery and performance of a Continuing Disclosure Certificate, dated the date hereof, (the “Disclosure Certificate”) to assist the underwriter of the Series 2026 Bonds in complying with its obligations under Rule 15c2-12 of the Securities and Exchange Act of 1934, as amended.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners, as follows:

Section 1. The Board of Commissioners hereby acknowledges that the County has received a copy of the Original Bond Resolution, adopted by the Authority on March 1, 2026, and the Supplemental Bond Resolution, adopted by the Authority on June 9, 2026, in substantially the form attached hereto as Exhibit A, together with such supplements and amendments which may be made thereto with the consent of the Chairman, and the Board of Commissioners hereby approves the terms and provisions thereof. The Series 2026 Bonds shall be in the original principal amounts, mature, bear interest, and shall initially be dated, as set forth in the Supplemental Bond Resolution attached hereto.

Section 2. The execution, delivery and performance of the Contract, a copy of which is attached hereto as Exhibit B, are hereby authorized. The Contract shall be in substantially the form attached hereto, with such changes, insertions or omissions as may be approved by the Chairman, and the execution and delivery by the Chairman as hereby authorized shall be conclusive evidence of the approval of any such changes, insertions or omissions.

Section 3. The execution, delivery and performance of the Bond Purchase Agreement, a copy of which is attached hereto as Exhibit C, are hereby authorized. The Bond Purchase Agreement shall be in substantially the form attached hereto, with such changes, insertions or omissions as may be approved by the Chairman, and the execution and delivery by the Chairman as hereby authorized shall be conclusive evidence of the approval of any such changes, insertions or omissions.

Section 4. The use and distribution of the Preliminary Official Statement are hereby ratified and approved. The use, distribution and execution of the Official Statement are hereby authorized, provided that the Official Statement is in substantially the same form as the Preliminary Official Statement. The execution of the Official Statement by the Chairman, as hereby authorized shall be conclusive evidence of the approval of any such changes.

Section 5. The execution, delivery and performance of the Disclosure Certificate are hereby authorized. The Disclosure Certificate shall be in substantially the form attached to the

Preliminary Official Statement, with such changes, insertions or omissions as may be approved by the Chairman, and the execution and delivery by the Chairman as hereby authorized shall be conclusive evidence of the approval of any such changes, insertions or omissions.

Section 6. All of the terms and provisions of the Original Resolution, except as specifically modified by this Supplemental Resolution, are hereby ratified and reaffirmed.

Section 7. From and after the execution and delivery of the documents hereinabove authorized, the proper officers, directors, members, agents and employees of the County are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of said documents as executed and are further authorized to take any and all further actions and to execute and deliver any and all other documents and certificates as may be necessary or desirable in connection with the issuance of the Series 2026 Bonds and the execution, delivery and performance of the Contract and the other agreements authorized by this Supplemental Resolution.

Section 8. All acts and doings of the officers, directors, members, agents and employees of the County which are in conformity with the purposes and intents of this Supplemental Resolution and in the furtherance of the issuance of the Series 2026 Bonds and the execution, delivery and performance of the Contract and the other agreements authorized by this Supplemental Resolution are, in all respects, approved and confirmed.

Section 9. Any and all other resolutions, or parts of resolutions, in conflict with this Supplemental Resolution this day adopted, be and the same are hereby repealed.

Section 10. This Supplemental Resolution shall be effective immediately upon its adoption.

Adopted this 9<sup>th</sup> day of June, 2026.

**LOWNDES COUNTY, GEORGIA**

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

(S E A L)

Attest:

\_\_\_\_\_  
Clerk

EXHIBIT A

Supplemental Bond Resolution

**DRAFT DATE: 05/28/26**

**SUPPLEMENTAL BOND RESOLUTION OF THE  
VALDOSTA-LOWNDES COUNTY INDUSTRIAL AUTHORITY**

WHEREAS, the Valdosta-Lowndes County Industrial Authority (the “Authority”) was duly created and is validly existing pursuant to an Amendment to the Constitution of the State of Georgia, Ga. Laws 1960, p. 1359 et seq., as supplemented by an Act of the Georgia General Assembly, Ga. Laws 1960, p. 2786 et seq. and as continued by an Act of the Georgia General Assembly, Ga. Laws 1985, p. 3710, et seq., as amended (collectively, the “Act”); and the Authority is now existing and operating and its members have been duly appointed and entered into their duties; and

WHEREAS, Lowndes County, Georgia (the “County”) is a political subdivision of the State of Georgia, legally created and validly existing under the laws of the State of Georgia; and

WHEREAS, on May 1, 2026, the Authority adopted a Bond Resolution (the “Original Bond Resolution”) authorizing, among other things, the issuance of the Valdosta-Lowndes County Industrial Authority Economic Development Taxable Revenue Bonds, Series 2026A (the “Series 2026A Bonds”) and the Valdosta-Lowndes County Industrial Authority Economic Development Revenue Bonds, Series 2026B (the “Series 2026B Bonds” and, together with the Series 2026A Bonds, the “Series 2026 Bonds”), in the aggregate principal amount of not to exceed \$37,000,000; and

WHEREAS, the Original Bond Resolution provides that the principal amounts of the Series 2026 Bonds maturing in each year (through the operation of a sinking fund or otherwise), the interest rates on each such maturity, the optional and mandatory redemption provisions applicable thereto and the use and application of the proceeds of the Series 2026 Bonds will be determined by the Authority in a supplemental resolution; and

WHEREAS, it is proposed that the Authority should determine the principal amounts of the Series 2026 Bonds maturing in each year, the interest rates on each such maturity, the optional and mandatory redemption provisions applicable thereto and the use and application of the proceeds of the Series 2026 Bonds as provided in this supplemental resolution (the “Supplemental Bond Resolution” and, together with the Original Bond Resolution, the “Bond Resolution”); and

WHEREAS, it is proposed that the Authority should ratify the use and distribution of the Preliminary Official Statement, dated May \_\_\_\_, 2026 (the “Preliminary Official Statement”) and authorize the execution, use and distribution of the Official Statement, dated the date hereof (the “Official Statement”); and

WHEREAS, the Authority wishes to adopt this resolution authorizing the execution and delivery of an Intergovernmental Contract, dated as of June 1, 2026 (the “Contract”), between the Authority and the County, relating to the issuance of the Series 2026 Bonds; and

WHEREAS, it is proposed that the Authority should authorize the execution and delivery of a Bond Purchase Agreement, dated the date hereof (the "Bond Purchase Agreement"), among the Authority, the County and Raymond James & Associates, Inc. (the "Underwriter"), providing for the sale of the Series 2026 Bonds; and

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

Section 1. Particulars of the Series 2026 Bonds. The principal amounts of the Series 2026 Bonds maturing on February 1 of each year together with the interest rates on each such maturity are set forth on Exhibit A hereto.

Series 2026A Bonds

*Optional Redemption.* The Series 2026A Bonds maturing on February 1, 20\_\_ and thereafter are redeemable prior to maturity at the option of the Authority as directed by the County, in whole or in part at any time on or after February 1, 20\_\_, in any order of maturity from any moneys available therefor at par plus accrued interest to the redemption date.

*Mandatory Redemption of Series 2026A Bonds.* The Series 2026A Bonds maturing on February 1, 20\_\_, are subject to mandatory sinking fund redemption on February 1, 20\_\_, and on each February 1 thereafter to and including February 1, 20\_\_, in the principal amount set forth in the table below (after credit as provided below), at a redemption price equal to 100% of the principal amount to be redeemed plus interest due thereon on such redemption date (the February 1, 20\_\_ amount to be paid rather than redeemed):

<u>February 1 of the Year</u>	<u>Principal Amount</u>
20__	
20__	
20__	
20__	
20__ +	
<hr style="width: 20%; margin-left: 0;"/>	
+ Final Maturity	

Series 2026B Bonds

*Optional Redemption.* The Series 2026B Bonds maturing on February 1, 20\_\_ and thereafter are redeemable prior to maturity at the option of the Authority as directed by the County, in whole or in part at any time on or after February 1, 20\_\_, in any order of maturity from any moneys available therefor at par plus accrued interest to the redemption date.

*Mandatory Redemption of Series 2026B Bonds.* The Series 2026B Bonds maturing on February 1, 20\_\_, are subject to mandatory sinking fund redemption on February 1, 20\_\_, and on each February 1 thereafter to and including February 1, 20\_\_, in the principal amount set forth in the table below (after credit as provided below), at a redemption price equal to 100% of the

principal amount to be redeemed plus interest due thereon on such redemption date (the February 1, 20\_\_ amount to be paid rather than redeemed):

<u>February 1 of the Year</u>	<u>Principal Amount</u>
20__	
20__	
20__	
20__	
20__ +	
+ Final Maturity	

Section 2. Application of Bond Proceeds. The net proceeds of the sale of the Series 2026A Bonds (par, less underwriter's discount), shall be used and applied as follows:

- (1) \$ \_\_\_\_\_ shall be deposited into the Series 2026A Project Fund Account of the Project Fund (as defined in the Original Bond Resolution) to pay the costs of a portion of the Project;
- (2) \$ \_\_\_\_\_ shall be deposited into the Cost of Issuance Fund (as defined in the Original Bond Resolution) to pay the costs of issuance of the Series 2026A Bonds.

The net proceeds of the sale of the Series 2026B Bonds (par, [plus original issue premium], less underwriter's discount), shall be used and applied as follows:

- (3) \$ \_\_\_\_\_ shall be deposited into the Series 2026B Project Fund Account of the Project Fund (as defined in the Original Bond Resolution) to pay the costs of a portion of the Project;
- (4) \$ \_\_\_\_\_ shall be deposited into the Cost of Issuance Fund (as defined in the Original Bond Resolution) to pay the costs of issuance of the Series 2026B Bonds.

Notwithstanding the foregoing, if the Chairman of the Authority shall determine that a different application of funds is required to carry out the intent of this resolution, the Chairman may provide for such different application of funds in the authentication order to be delivered at the time of issuance of the Series 2026 Bonds.

Section 3. Authorization of Contract. The execution, delivery and performance of the Contract, a copy of which is attached hereto as Exhibit B, are hereby authorized. The Contract shall be in substantially the form attached hereto, with such changes, insertions or omissions as may be approved by the Chairman or Vice Chairman of the Authority, and the execution and delivery by the Chairman or Vice Chairman as hereby authorized shall be conclusive evidence of the approval of any such changes, insertions or omissions.

Section 4. Authorization of Bond Purchase Agreement. The execution, delivery and performance of the Bond Purchase Agreement, a copy of which is attached hereto as Exhibit C, are hereby authorized. The Bond Purchase Agreement shall be in substantially the form attached hereto, with such changes, insertions or omissions as may be approved by the Chairman or Vice Chairman of the Authority, and the execution and delivery by the Chairman or Vice Chairman as hereby authorized shall be conclusive evidence of the approval of any such changes, insertions or omissions.

Section 5. Ratification and Authorization of Preliminary Official Statement and Official Statement. The use and distribution of the Preliminary Official Statement are hereby ratified and approved. The use, distribution and execution of the Official Statement are hereby authorized, provided that the Official Statement is in substantially the same form as the Preliminary Official Statement. The execution of the Official Statement by the Chairman or Vice Chairman of the Authority, as hereby authorized shall be conclusive evidence of the approval of any such changes.

Section 6. Reaffirmation of Original Bond Resolution. All of the terms and provisions of the Original Bond Resolution, except as specifically modified by this Supplemental Bond Resolution, are hereby ratified and reaffirmed.

Section 7. No Personal Liability. No stipulation, obligation or agreement herein contained or contained in any agreement, indenture or other instrument authorized or approved hereby shall be deemed to be a stipulation, obligation or agreement of any officer, director, agent or employee of the Authority in his individual capacity, and no such officer, director, agent or employee shall be personally liable on the Series 2026 Bonds or be subject to personal liability or accountability by reason of the issuance thereof.

Section 8. General Authority. From and after the date of adoption of this Supplemental Bond Resolution, the proper officers, directors, agents and employees of the Authority are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents, instruments or certificates as may be necessary to carry out and comply with the provisions of this Supplemental Bond Resolution and the Original Bond Resolution and are further authorized to take any and all further actions and to execute any and all other documents, certificates and instruments as may be necessary or desirable in connection with the issuance of the Series 2026 Bonds and the execution and delivery of the Contract or any other similar documents relating to the Series 2026 Bonds.

Section 9. Actions Approved and Confirmed. All acts and doings of the officers, or employees of the Authority which are in conformity with the purposes and intents of this Supplemental Bond Resolution and the Original Bond Resolution and in furtherance of the issuance of the Series 2026 Bonds shall be, and the same hereby are, in all respects approved and confirmed.

Section 10. Repealing Clause. All resolutions or parts thereof of the Authority in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

Section 11. Effective Date. This Supplemental Bond Resolution shall be effective immediately upon its adoption.

Adopted this 9<sup>th</sup> day of June, 2026.

**VALDOSTA-LOWNDES COUNTY  
INDUSTRIAL AUTHORITY**

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

(CORPORATE SEAL)

Attest:

\_\_\_\_\_  
Secretary

EXHIBIT A

The Series 2026 Bonds shall be dated as of June 24, 2026, their date of issuance and delivery. The Series 2026A Bonds shall be issued in the aggregate principal amount equal to \$\_\_\_\_\_, and the Series 2026B Bonds shall be issued in the aggregate principal amount equal to \$\_\_\_\_\_. The principal amounts of the Series 2026 Bonds maturing February 1 of each year together with the taxable and tax-exempt interest rates on each such maturity shall be as follows:

[See Attached]

EXHIBIT B

Contract

EXHIBIT C

Bond Purchase Agreement

SECRETARY'S CERTIFICATE

The undersigned Secretary of the Valdosta-Lowndes County Industrial Authority (the "Authority"), does hereby certify that the foregoing pages of typewritten matter constitute a true and correct copy of the resolution adopted on June 9, 2026, by the members of the Authority in a meeting which was duly called and assembled, which was open to the public and at which a quorum was present and acting throughout, and that the original of such resolution appears of record in the minute book of the Authority which is in my custody and control.

WITNESS my hand and the official seal of the Valdosta-Lowndes County Industrial Authority, this 9<sup>th</sup> day of June, 2026.

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Secretary, Valdosta-Lowndes County Industrial  
Authority

(CORPORATE SEAL)

EXHIBIT B

Contract

**DRAFT DATE: 04/29/26**

**INTERGOVERNMENTAL CONTRACT**

**by and between**

**VALDOSTA-LOWNDES COUNTY INDUSTRIAL AUTHORITY**

**and**

**LOWNDES COUNTY, GEORGIA**

**Dated as of June 1, 2026**

The rights and interest of Valdosta-Lowndes County Industrial Authority (the “Authority”) in the revenues and receipts derived from this Intergovernmental Contract have been assigned and pledged under a Bond Resolution, adopted by the Authority on May 1, 2026, as supplemented on June 9, 2026.

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## INTERGOVERNMENTAL CONTRACT

**THIS INTERGOVERNMENTAL CONTRACT** (this “Contract”) is entered into as of June 1, 2026, by and between the **VALDOSTA-LOWNDES COUNTY INDUSTRIAL AUTHORITY** (the “Authority”), a public body corporate and politic, and **LOWNDES COUNTY, GEORGIA** (the “County”), a political subdivision.

### WITNESSETH:

**WHEREAS**, the Valdosta-Lowndes County Industrial Authority (the “Authority”) was duly created and is validly existing pursuant to an Amendment to the Constitution of the State of Georgia, Ga. Laws 1960, p. 1359 et seq., as supplemented by an Act of the Georgia General Assembly, Ga. Laws 1960, p. 2786 et seq. and as continued by an Act of the Georgia General Assembly, Ga. Laws 1985, p. 3710, et seq., as amended (collectively, the “Act”); and the Authority is now existing and operating and its members have been duly appointed and entered into their duties; and

**WHEREAS**, the Authority was created to encourage and promote the expansion of industry, agriculture, trade, commerce and recreation in the City of Valdosta (the “City”) and the County of Lowndes (the “County”) and to make long-range plans therefor, and pursuant to the authority granted in the Act, the Authority is empowered to buy, acquire, develop, improve, own, operate, maintain, sell, lease as lessor and lessee, and mortgage land, buildings, and property of all kinds within the County; and

**WHEREAS**, the Act grants the Authority the power and authority to borrow money for any of its corporate purposes and to issue its revenue bonds in order to finance any project or undertaking within the scope of its power; and the procedure for validation, issuance and delivery of such revenue bonds shall be in all respects in accordance with the Revenue Bond Law (O.C.G.A. § 36-82-60 et seq., as amended), as if said obligations had been originally authorized to be issued thereunder; and

**WHEREAS**, under the Act and the Revenue Bond Law, the Authority has the power (a) to issue Revenue Bonds and use the proceeds for the purpose of paying all or part of the cost of any project or undertaking (as authorized by the Act and the Revenue Bond Law) which encourages and promotes the expansion of industry, agriculture, trade, commerce and recreation in the City and the County and improves the general welfare of the people of said County; (b) to make and execute contracts and other instruments necessary to exercise the powers of the Authority; (c) to issue revenue bonds for the purpose of paying, in whole or in part, the cost of any undertaking or to refund any previously issued revenue bonds issued for the purpose of paying, in whole or in part, the cost of any undertaking; and

**WHEREAS**, Article IX, Section III, Paragraph I(a) of the Constitution of the State of Georgia authorizes, among other things, any county, municipality or other political subdivision of the State to contract, for a period not exceeding fifty years, with another county, municipality or political subdivision or with any other public agency, public corporation or

public authority for joint services, for the provision of services, or for the provision or separate use of facilities or equipment, provided that such contract deals with activities, services or facilities which the contracting parties are authorized by law to undertake or to provide; and

**WHEREAS**, the Act provides that the Authority may contract with political subdivisions of the State of Georgia; and

**WHEREAS**, the County is a political subdivision of the State of Georgia, legally created and validly existing under the laws of the State of Georgia; and

**WHEREAS**, in accordance with the Act, the County is authorized to levy and collect an annual tax to provide financial assistance to the Authority for the purpose of developing and promoting industry and agriculture; provided, however, that the tax for such purpose shall not exceed two mills per dollar upon the assessed value of taxable property in the County; and

**WHEREAS**, the Authority proposes to acquire, develop and improve one or more economic development projects located in the County, more fully described in Exhibit A attached hereto (the "Project"); and

**WHEREAS**, pursuant to the terms of a Bond Resolution, adopted by the Authority on May 1, 2026, as supplemented on June 9, 2026 (the "Bond Resolution") the Authority proposes to finance all or a portion of the costs of the Project with the proceeds derived from the issuance of its Economic Development Taxable Revenue Bonds, Series 2026A in the aggregate principal amount of \$\_\_\_\_\_ (the "Series 2026A Bonds") and its Economic Development Revenue Bonds, Series 2026B in the aggregate principal amount of \$\_\_\_\_\_ (the "Series 2026B Bonds" and, together with the Series 2026A Bonds, the "Series 2026 Bonds"); and

**WHEREAS**, the Authority and the County propose to enter into this Contract, pursuant to which the Authority will agree to issue the Series 2026 Bonds to finance the acquisition and development of the Project, and the County, in consideration of the Authority's doing so, will agree to pay to the Authority amounts sufficient to pay the debt service on the Series 2026 Bonds and to levy an ad valorem property tax (if necessary), not to exceed two mills per dollar (or such greater amount as may hereafter be authorized by applicable law), on the assessed value of all property in the County subject to such tax, in order to pay the principal of, premium, if any, and interest on the Series 2026 Bonds; and

**NOW, THEREFORE**, in consideration of the premises and undertakings as hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

## ARTICLE 1.

### DEFINITIONS

In addition to the words and terms elsewhere defined in this Contract and the Bond Resolution, the following words and terms as used in this Contract shall have the following meanings unless the context or use indicates another or different meaning or intent and such definitions shall be equally applicable to both the singular and plural forms of the words and terms herein defined:

**“Additional Funding Agreements”** means contracts or supplemental agreements entered into after the date hereof binding the County pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia of 1983, pursuant to the terms of which a payment obligation is created or expanded for the County to the Authority in support of any additional bonds, notes or other forms of indebtedness issued by the Authority that are secured on a parity basis with the Bonds (as defined below) by the Pledged Tax Revenues (as defined below), as the same may be amended, modified, supplemented or restated.

**“Bonds”** means the Series 2019 Bonds, the Series 2026 Bonds and any Additional Bonds.

**“Code”** means the Internal Revenue Code of 1986, as amended and any applicable regulations thereunder.

**“Contract Payments”** means the payments which are to be received by the Authority pursuant to Section 4.2 of this Contract, subject to the Tax Funding Limit (as defined in Section 4.2 of this Contract), which are equal to the amounts sufficient to enable the Authority to pay the principal of, premium, if any, and interest on the Series 2026 Bonds as the same become due, whether at maturity or by proceedings for mandatory redemption; provided, however, the County shall receive a credit against any required Contract Payment to the extent moneys are on deposit in the Sinking Fund and available to pay the principal of, premium, if any, and interest on the Series 2026 Bonds coming due on the next succeeding February 1 or August 1, as the case may be. In addition to the foregoing, each Contract Payment shall include the charges as billed specified in subparagraphs (e) and (f) of Section 3, Article V of the Bond Resolution and any deficit in any preceding Contract Payment.

**“Funding Agreements”** means the Series 2019 Contract, this Contract and all Additional Funding Agreements.

**“Pledged Tax Revenues”** means the ad valorem property taxes in an amount not to exceed two mills per dollar (or such greater amount as may hereafter be permitted under applicable law) on all taxable property located within the territorial limits of the County, as prescribed by the Act, that have been pledged by the County to secure the payment of the principal of, premium, if any, and interest on the Bonds.

**“Series 2019 Bonds”** mean the Authority’s Economic Development Taxable Revenue Bonds, Series 2019.

**“Series 2019 Contract”** means the Intergovernmental Contract, dated as of December 1, 2019, between the County and the Authority, entered into with respect to the Series 2019 Bonds.

**“State”** shall mean the State of Georgia.

**“Term”** shall have the meaning specified in Section 4.1 hereof.

## ARTICLE 2.

### REPRESENTATIONS

#### Section 2.1. Representations by the Authority.

The Authority makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Authority is a public body corporate and politic duly created and organized under the Constitution and laws of the State. Under the provisions of the Act, the Authority is authorized to (i) adopt the Bond Resolution, (ii) issue, execute, deliver and perform its obligations under the Series 2026 Bonds, and (iii) execute, deliver and perform its obligations under this Contract. The Bond Resolution has been duly adopted and has not been modified or repealed. The Authority has duly authorized (i) the issuance, execution, delivery and performance of the Series 2026 Bonds and (ii) the execution, delivery and performance of this Contract. The Bond Resolution, the Series 2026 Bonds and this Contract are valid, binding and enforceable obligations of the Authority.

(b) The Authority has determined that the Project is a project or an undertaking in furtherance of the Authority's purpose and mission under the Act.

(c) No approval or other action by any governmental authority or agency or other person is required in connection with the (i) acquisition and development of the Project, (ii) issuance of the Series 2026 Bonds, or (iii) execution, delivery and performance of this Contract by the Authority, except as shall have been obtained as of the date hereof; provided, however, no representation is given with respect to any "blue sky" laws.

(d) The adoption of the Bond Resolution, the issuance of the Series 2026 Bonds and the authorization, execution, delivery and performance by the Authority of this Contract do not violate the Act, the Authority's bylaws, any resolutions or ordinances of the County or the laws or Constitution of the State and do not constitute a breach of or a default under any existing court order, administrative regulation, or other legal decree, or any agreement, indenture, mortgage, lease, note or other instrument to which it is a party or by which it is bound.

(e) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the Authority, threatened against or affecting the Authority (or, to the knowledge of the Authority, any meritorious basis therefor) (i) attempting to limit, enjoin or otherwise restrict or prevent the Authority from issuing the Series 2026 Bonds, pledging the Contract Payments and this Contract to the payment of the Series 2026 Bonds or acquiring, developing and improving the Project, (ii) contesting or questioning the existence of the Authority or the titles of the present officers of the Authority to their offices or (iii) wherein an unfavorable decision, ruling or finding would (A) adversely

affect the enforceability of the Series 2026 Bonds, the Bond Resolution or this Contract or (B) materially adversely affect (1) the financial condition or results of operations of the Authority or (2) the transactions contemplated by this Contract.

(f) The Authority is not in violation of the Act, its bylaws, any resolutions or ordinances of the County or the laws or Constitution of the State and is not in default under any existing court order, administrative regulation, or other legal decree, or any agreement, indenture, mortgage, lease, note or other instrument to which it is a party or by which it is bound.

(g) Except as herein and in the Bond Resolution provided, the Authority will not encumber any part of its interest in the Contract Payments or its rights under this Contract. The pledge made of the Contract Payments constitutes a first and prior pledge of and lien on said Contract Payments and said pledge shall at no time be impaired by the Authority and the Contract Payments shall not otherwise be pledged.

## **Section 2.2. Representations by the County.**

The County makes the following representations as the basis for the undertaking on its part herein contained:

(a) The County is a political subdivision duly created and organized under the Constitution and laws of the State. Under the Constitution and laws of the State, the County is authorized to execute, deliver and perform its obligations under this Contract. The County has duly authorized the execution, delivery and performance of this Contract. This Contract is a valid, binding and enforceable obligation of the County.

(b) No approval or other action by any governmental authority or agency or other person is required in connection with the (i) acquisition and development of the Project or (ii) execution, delivery and performance of this Contract by the County, except as shall have been obtained as of the date hereof.

(c) The authorization, execution, delivery and performance by the County of this Contract do not violate the laws or Constitution of the State and do not constitute a breach of or a default under any existing resolution or ordinance, court order, administrative regulation, or other legal decree, or any agreement, indenture, mortgage, lease, note or other instrument to which it is a party or by which it is bound.

(d) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the County, threatened against or affecting the County (or, to the knowledge of the County, any meritorious basis therefor) (i) attempting to limit, enjoin or otherwise restrict or prevent the County from (A) collecting ad valorem taxes and using it to make the Contract Payments or (B) acquiring, developing and improving the Project, (ii) contesting or questioning the existence of the County or the titles of the present officers of the County to their offices or (iii) wherein an unfavorable decision, ruling or finding would (A) adversely affect the enforceability of this Contract or (B) materially adversely affect

(1) the financial condition or results of operations of the County or (2) the transactions contemplated by this Contract.

(e) The County is not in violation of the laws or the Constitution of the State and is not in default under any existing resolution or ordinance, court order, administrative regulation, or other legal decree, or any agreement, indenture, mortgage, lease, note or other instrument to which it is a party or by which it is bound.

(f) The County represents that, as of the date of the issuance of the Series 2026 Bonds, there will not be in force and effect any other contract or agreement which obligates the County to levy the two mill ad valorem tax authorized by the Act to provide revenues to fulfill the County's obligations under such contract or agreement, except for the Series 2019 Contract.

**ARTICLE 3.**

**ISSUANCE OF SERIES 2026 BONDS; PROCEEDS;  
ACQUISITION, DEVELOPMENT AND IMPROVEMENT OF THE PROJECT**

**Section 3.1. Agreement to Issue the Series 2026 Bonds; Application of Bond Proceeds.**

The Authority agrees that it will issue the Series 2026 Bonds. The proceeds from the sale of the Series 2026 Bonds shall be applied as provided in the Bond Resolution, and the County hereby approves the issuance of the Series 2026 Bonds. The Authority has delivered a certified copy of the Bond Resolution to the County.

**Section 3.2. Agreement to Acquire, Develop and Improve the Project.**

(a) The Authority shall proceed forthwith with acquiring, developing and improving the Project.

(b) The moneys credited to the Project Fund (as defined in the Bond Resolution) from the sale of the Series 2026 Bonds shall be used and applied only for the purpose of paying the cost of acquiring, developing and improving the Project and otherwise disbursed as provided in the Bond Resolution.

(c) All payments from the Project Fund shall be made upon the terms and conditions set forth in the Bond Resolution. The Authority shall prepare the requisitions and certificates required by the Bond Resolution, a form of such requisition being attached as Exhibit B to the Bond Resolution.

(d) In the event the moneys in the Project Fund are not sufficient to pay the costs of acquiring, developing and improving the Project in full, the Authority agrees to pay all that portion of the costs of the Project as may be in excess of the moneys available therefor or in the Project Fund by making payments directly to the owners or contractors or the suppliers of materials and equipment as the same shall become due or by paying into the Project Fund the moneys necessary to complete the Projects. The County does not make any warranty, either express or implied, that the moneys which will be paid into the Project Fund and which, under the provisions of this Contract, will be available for payment of the costs of the Project will be sufficient to pay all such costs of the Project. The Authority agrees that if, after exhaustion of the moneys in the Project Fund, it should pay any portion of the costs of the Project pursuant to the provisions of this Section, it shall neither be entitled to any reimbursement therefor from the County or the holders of any of the Series 2026 Bonds, nor shall it be entitled to any reduction of or credit against the amounts payable by it under this Contract.

**Section 3.3. Excess Amounts in Project Fund.**

Any amount not to be retained in the Series 2026A Account of the Project Fund for payment of the costs of the Project, and all amounts so retained but not subsequently used, shall be transferred by the Project Fund Depository into the Series 2026A Account of the 2026

Sinking Fund Account of the Sinking Fund and shall be used to pay principal of, premium, if any, and interest on the Series 2026A Bonds. Any amount not to be retained in the Series 2026B Account of the Project Fund for payment of the costs of the Project, and all amounts so retained but not subsequently used, shall be transferred by the Project Fund Depository into the Series 2026B Account of the 2026 Sinking Fund Account of the Sinking Fund and shall be used to pay principal of, premium, if any, and interest on the Series 2026B Bonds.

## ARTICLE 4.

### EFFECTIVE DATE OF THIS CONTRACT; DURATION OF TERM; CONTRACT PAYMENT PROVISIONS

#### Section 4.1. Effective Date of this Contract; Duration of Term.

This Contract shall become effective as of June 1, 2026 and the interests created by this Contract shall then begin, and, subject to the other provisions of this Contract, shall expire on the later of (a) February 1, 2046, or if at said time and on said date all of the Series 2026 Bonds have not been paid in full as to principal, interest and premium, if any, then on such date as such payment shall have been made or (b) the date the Series 2026 Bonds have been paid in full, but in no event in excess of 50 years from the date hereof.

#### Section 4.2. Contract Payments.

(a) At least fifteen days prior to each February 1 and August 1 of each year, commencing with February 1, 2027, the County shall make the Contract Payments with respect to the Series 2026 Bonds to the Authority as set forth on Exhibit B attached hereto. Notwithstanding anything in the Bond Resolution or herein to the contrary, if such date is fifteen days prior to August 1, the County shall pay an amount sufficient to enable the Authority to pay in full the interest on the Series 2026 Bonds coming due on August 1, and if such date is fifteen days prior to February 1, the County shall pay an amount sufficient to enable the Authority to pay in full the principal of and interest on the Series 2026 Bonds coming due on February 1, and such Contract Payments shall continue and recontinue until provision has been made for the payment in full of the Series 2026 Bonds as to principal, interest and premium, if any, subject to the Tax Funding Limit (defined below).

Notwithstanding the foregoing, in no event shall the County's obligations to make the Contract Payments required hereunder, the Bond Contract Payments (as defined in the Series 2019 Contract) required under the Series 2019 Contract or the contract payments under any other Additional Funding Agreement exceed in any calendar year an amount in excess of two (2) mills per dollar (or such greater amount as hereafter may be permitted by applicable law) of ad valorem tax revenues levied and collected by the County with respect to all taxable property located within the territorial limits of the County (the "Tax Funding Limit").

(b) In addition to the foregoing, each Contract Payment shall include the charges as billed specified in subparagraphs (e) and (f) of Section 3, Article V of the Bond Resolution.

(c) The Contract Payments provided for herein shall be made by payment directly to the Sinking Fund Custodian for deposit into the Sinking Fund (except the amounts billed which are specified in subparagraphs (e) and (f) of Section 3, Article V of the Bond Resolution).

**Section 4.3. Optional Redemption and Optional Prepayment of Contract Payments.**

(a) The Series 2026 Bonds shall be subject to optional redemption, in whole or in part, as provided in the Bond Resolution, and the Contract Payments due under Section 4.2 shall be subject to prepayment, both at the option of the County.

(b) No prepayment of any Contract Payment in accordance with the provisions of the preceding sentence shall relieve the County to any extent from its obligations thereafter to make Contract Payments required by the provisions hereof until all Series 2026 Bonds issued under the Bond Resolution and interest thereon and the charges of the Bond Registrar and Paying Agent have been paid in full. Upon the prepayment of the Contract Payments in whole, the amount of such prepayment shall be used to retire all outstanding Series 2026 Bonds in the manner provided in, and subject to, the Bond Resolution.

**Section 4.4. Mandatory Redemption and Mandatory Prepayment of Contract Payments.**

(a) The Series 2026 Bonds shall be subject to mandatory redemption, in whole or in part, as provided in the Bond Resolution, and the Contract Payments due under Section 4.2 shall be subject to prepayment.

(b) No prepayment of any Contract Payment in accordance with the provisions of the preceding sentence shall relieve the County to any extent from its obligations thereafter to make Contract Payments required by the provisions hereof until all Series 2026 Bonds issued under the Bond Resolution and interest thereon and the charges of the Bond Registrar and Paying Agent have been paid in full. Upon the prepayment of the Contract Payments in whole, the amount of such prepayment shall be used to retire all outstanding Series 2026 Bonds in the manner provided in, and subject to, the Bond Resolution.

**Section 4.5. Budget and Tax Levy to Pay Contract Payments.**

(a) The obligations of the County to make the Contract Payments when due under Section 4.2 hereof, subject to the Tax Funding Limit, and to perform its other obligations hereunder, are absolute and unconditional general obligations of the County as herein provided, and the County hereby pledges its full faith and credit and taxing power to such payment and performance, subject to the Tax Funding Limit. In the event the amount of funds lawfully available to the County is not sufficient to pay the Contract Payments when due in any year, the County shall levy an ad valorem tax, on all property located within the limits of the County subject to taxation for such purposes, as now existent and as same may hereafter be extended, at such rate or rates as may be necessary to produce in each calendar year revenues which shall be sufficient to fulfill the County's obligations hereunder, provided, however, that such tax shall not exceed the Tax Funding Limit, from which revenues there shall be appropriated, prior to any other appropriations with respect to the Project, sums sufficient to pay in full when due the obligations herein contracted to be paid by the County including specifically the obligation to make the Contract Payments as provided herein. The County hereby creates a lien on any and all revenues realized by it pursuant to the provisions of this subparagraph to enable it to make the Contract

Payments required pursuant to Section 4.2(a) hereof and such lien is superior to any that can hereafter be made; provided, however, the County has created a lien on parity with the lien created herein in connection with the Series 2019 Bonds and may create a lien on a parity with the lien created herein in connection with the issuance of Additional Bonds.

(b) The County further covenants and agrees that in order to make funds available for such purpose, it will, in its general revenue, appropriation and budgetary measures whereby its tax funds or revenues and the allocation thereof are controlled or provided for, include sums sufficient to satisfy any such Contract Payments that may be required to be made, whether or not any other sums are included in such measure, until all payments so required to be made shall have been made in full. The obligation of the County to make the Contract Payments shall constitute a general obligation of the County, and nothing herein contained, shall be construed as limiting the right of the County to make the payments called for by this Contract out of any funds lawfully available to it for such purposes, from whatever source derived (including general funds).

(c) In the event for any reason any such provision or appropriation is not made as provided in the preceding subsection (b), then the fiscal officers of the County are hereby authorized and directed to set up as an appropriation on their accounts in the appropriate fiscal year the amounts required to pay the obligations which may be due from the general funds of the County. The amount of such appropriation shall be due and payable and shall be expended for the purpose of paying any such obligations, and such appropriation shall have the same legal status as if the County had included the amount of the appropriation in its general revenue, appropriation and budgetary measures, and the fiscal officers of the County shall make such Contract Payments to the Sinking Fund Custodian for deposit to the Sinking Fund if for any reason the payment of such obligations shall not otherwise have been made.

#### **Section 4.6. Obligations of County Hereunder Absolute and Unconditional.**

The obligations of the County to make the payments required in Section 4.2 hereof and to perform and observe any and all of the other covenants and agreements on its part contained herein shall be absolute and unconditional irrespective of any defense or any rights of set off, recoupment, or counterclaim it may otherwise have against the Authority. Until such time as all amounts owing hereunder have been paid or provision for the payment thereof shall have been made in accordance with the Bond Resolution and hereof, the County (a) will not suspend, abate, reduce, abrogate, diminish, postpone, modify or discontinue the Contract Payments provided for herein, (b) will perform and observe all of its other agreements contained in this Contract, and (c) will not terminate the Term of this Contract or its obligations hereunder for any contingency, act of God, event, or cause whatsoever, including, without limiting the generality of the foregoing, failure of title in and to the Project or any part thereof, any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, destruction of or damage to the Project, the taking by eminent domain of title to or the use of all or any part of the Project, commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the State or any political subdivision of either, any declaration or finding that any of the Series 2026 Bonds are unenforceable or invalid, the invalidity of any provision of this Contract, or any failure of the Authority to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising

out of or connected with this Contract, or the Bond Resolution. Nothing contained in this Section shall be construed to release the Authority from the performance of any of the agreements on its part contained herein or in the Bond Resolution; and if the Authority should fail to perform any such agreement, the County may institute such action against the Authority as the County may deem necessary to compel performance or recover its damages for nonperformance as long as such action shall not do violence to or adversely affect the agreements on the part of the County contained in this Contract and to make the Contract Payments specified herein. The County may, however, at its own cost and expense and in its own name, prosecute or defend any action or proceeding or take any other action involving third persons which the County deems reasonably necessary in order to insure the acquisition and development of the Project or to secure or protect its rights hereunder, and in such event the Authority hereby agrees to cooperate to the extent required.

**Section 4.7. Enforcement of Obligations.**

The obligation of the County to make Contract Payments under this Article may be enforced by (a) the Authority, (b) the owners of any Series 2026 Bonds, in accordance with the applicable provisions of the Bond Resolution and independently of the Authority or (c) such receiver or receivers as may be appointed pursuant to the Bond Resolution or applicable law. The covenants and agreements hereunder, including specifically the obligation to make the Contract Payments, shall be enforceable by specific performance; it being acknowledged and agreed by the Authority and the County that no other remedy at law is adequate to protect the interests of the parties hereto.

## **ARTICLE 5.**

### **SPECIAL COVENANTS OF THE COUNTY AND THE AUTHORITY**

#### **Section 5.1. Records and Accounts.**

The Authority and the County shall keep the funds and accounts of the Project separate from all other funds and accounts of the Authority and the County. The Authority and the County shall keep accurate records and accounts of all items of cost and all expenditures relating to the Project, and of the revenues collected and the application thereof. Such records and accounts shall be open to the inspection of the Authority and the Bondholders.

#### **Section 5.2. Ownership of Project.**

The Project shall be titled in the name of the Authority and shall immediately become subject to the provisions hereof.

#### **Section 5.3. Maintenance and Operation of the Project.**

The Authority shall operate and maintain the Project or cause the Project to be operated and maintained economically, efficiently and in accordance with good business practices and in compliance with the terms of the laws, regulations and ordinances of any federal, state or county government having jurisdiction over the operation of such facilities. All compensation, salaries, fees and wages paid or caused to be paid by the Authority shall be reasonable, and no more persons will be employed to operate the Project than are necessary. The Authority shall at all times maintain the Project or cause the Project to be maintained in good condition and repair and shall promptly repair, replace or restore any damage to the Project or cause the proceeds from insurance from such damage or destruction to be applied in accordance with the terms hereof.

The Authority agrees to provide economic facilities and service for the citizens of the County through the operation of the Project.

#### **Section 5.4. Operating Expenses.**

The Authority shall pay or cause to be paid the reasonable and necessary costs of operating, maintaining and repairing the Project, including salaries, wages, employee benefits, the payment of any contractual obligations incurred pertaining to the operation of the Project, cost of materials and supplies, rentals of leased property, real or personal, insurance premiums, audit fees, any incidental expenses and such other charges as may properly be made for the purpose of operating, maintaining and repairing the Project in accordance with sound business practice.

#### **Section 5.5. Liens; Easements; Leases; Sale of Assets.**

The Authority shall not create or suffer to be created, any lien, security interest or charge on the Project, or any part thereof, and it shall pay, or cause to be discharged, or it shall

make adequate provisions to satisfy and discharge, within sixty (60) days after the same shall accrue, all lawful claims and demands for labor, materials, supplies or other objects, which, if unpaid, might by law become a lien upon the Project, or any part thereof; provided, however, that nothing contained in this Contract shall require the Authority to pay, or cause to be discharged, or make provision for, any such lien, security interest or charge, so long as the validity thereof shall be contested in good faith and by appropriate legal proceedings.

The Authority may grant or cause to be granted, whether to itself or otherwise, easements, licenses, rights-of-way (temporary or perpetual and including the dedication of public highways) and other rights or privileges in the nature of easements with respect to any property included in the Project, or the Authority may cause to be released existing easements, licenses, rights-of-way and other rights or privileges in the nature of easements, held with respect to any property included in the Project with or without consideration. In connection with any such grant, the Authority and the County agree that they shall execute and deliver any instrument necessary or appropriate to confirm and grant or release any such easement, license, right-of-way or other right or privilege or assent.

The Authority may sell, lease or give away all or a portion of the Project. Prior to conveyance of any part of the Project financed with the proceeds of the Series 2026B Bonds, the Authority and the County shall obtain an opinion of nationally recognized bond counsel to the effect that such sale or lease will not adversely affect the tax-exempt status of the interest on the Series 2026B Bonds.

**Section 5.6. Alterations and Improvements to Project.**

The Authority, from time to time, in its sole discretion and at its own expense, may make any additions, deletions, alterations, modifications or improvements to the Project, or to any buildings or other facilities constituting any part thereof, which it may deem desirable for its governmental or proprietary purposes. Portions of the real property constituting part of the Project may be deleted from the Project description in the event that the final plans and specifications for the Project do not use all of the real property or portions of the Project are located on other parcels which are added to the description of the Project. Portions of the Project which the Authority determines are no longer needed as part of the Project may be conveyed to the County by the Authority upon request of the Authority and acceptance by the County and shall no longer be subject to the provisions of this Contract. Any such conveyance shall not affect the obligations of the Authority to pay the Contract Payments under the provisions of this Contract.

**Section 5.7. No Warranty of Condition or Suitability by the Authority.**

THE AUTHORITY MAKES NO REPRESENTATION OR WARRANTY TO THE COUNTY WITH RESPECT TO THE CONDITION OR WORKMANSHIP OF ANY PART OF THE PROJECT OR ITS SUITABILITY.

**Section 5.8. Liens on Contract.**

Except as herein provided and as provided in the Bond Resolution, the County will not create or suffer to create any lien on this Contract or the Contract Payments.

Except as provided in Section 5.11 below, the County will not create or suffer to create any lien on the moneys derived from Pledged Tax Revenues.

**Section 5.9. Compliance with Resolution.**

The County shall comply with all of its obligations under the Bond Resolution.

**Section 5.10. Further Assurances and Corrective Instruments, Recordings and Filings.**

The Authority and the County agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required to facilitate the performance of this Contract.

**Section 5.11. Parity Obligations; Limitations on Additional Funding Agreements.**

(a) The obligations of the County to make the Contract Payments shall be made on a parity basis with any other payments required under the Series 2019 Contract and any Additional Funding Agreements permitted to be entered into under Section 5.11(c) of this Contract and the lien on any such payments shall be for the equal and ratable benefit of the holders of the Series 2019 Bonds, the Series 2026 Bonds and any debt instruments issued in connection with such Additional Funding Agreements with regard to the series, date of authentication or issuance thereof or the maturity thereof. The County grants to the Authority a lien on the Pledged Tax Revenues to make the Contract Payments which lien is superior to any that can hereafter be created, except that this lien may be extended on a parity basis to cover any Additional Funding Agreements as permitted under Section 5.11(c) hereof.

(b) During the term of this Contract, the County shall not:

(1) enter into an Additional Funding Agreement which creates a lien on the Pledged Tax Revenues to fulfill its obligations hereunder which is superior to the lien created hereunder,

(2) enter into any other contract or agreement creating a lien on such Pledged Tax Revenues for any purpose other than debt service payments (including creation and maintenance of reasonable reserves therefor) superior to, or on a parity with, the lien created thereon to fulfill the obligations of the County hereunder, or

(3) enter into any Additional Funding Agreement which provides for payment to be made by the County from moneys derived from the levy of a tax within the Tax Funding Limit if each annual payment of all amounts payable with respect to debt service or which are otherwise fixed in amount or currently budgeted in amount under the Series 2019 Contract, this Contract and all Additional Funding Agreements then in existence, together with each annual payment to be made under the proposed Additional Funding Agreement in each future calendar year, would exceed the amount then capable of being

produced by a levy of a tax within the Tax Funding Limit, as shown by the latest tax digest available immediately preceding the execution of any such Additional Funding Agreement.

(c) It is further expressly provided that the County shall not hereafter enter into any Additional Funding Agreement for the purpose of debt service payments (including creation and maintenance of reserves therefor), unless the amount then capable of being produced by the levy of an ad valorem tax within the Tax Funding Limit, as shown by the latest tax digest available immediately preceding the execution of such Additional Funding Agreement, is equal to at least one and twenty-five hundredths (1.25) times the maximum combined amount payable in any future calendar year with respect to debt service under all existing Funding Agreements and any such Additional Funding Agreement. Debt service for purposes of this paragraph (c) shall mean required payments of principal, including principal to be paid through mandatory redemption, interest, and amounts required to be paid for creation and maintenance of reasonable debt service reserves and to establish and maintain mandatory investment programs in each calendar year. With respect to any Additional Funding Agreement intended to pay debt service for indebtedness on which the interest rate varies and/or that contains a liquidity facility ("Variable Rate Indebtedness"), (i) such Additional Funding Agreement may only be entered into if immediately after the effectiveness of such Additional Funding Agreement the total principal amount of Variable Rate Indebtedness is less than 25% of the total principal amount of all indebtedness secured by Funding Agreements and (ii) for purposes of the calculation of the ratio described in the first sentence of this paragraph (c), "the maximum combined amount payable in any future calendar year with respect to debt service under all existing Funding Agreements and any such Additional Funding Agreement" shall be determined assuming that each series of Variable Rate Indebtedness is accruing interest at the maximum rate permissible on such series of Variable Rate Indebtedness and assuming that such Variable Rate Indebtedness is required to be redeemed pursuant to the accelerated mandatory redemption provisions relating to such liquidity facility, if any. The County shall furnish the Authority, not less than five (5) nor more than sixty (60) days prior to the date of execution and delivery of any such Additional Funding Agreement, a report of an independent certified public accountant to the effect that, based upon an affidavit of the Tax Commissioner of Lowndes County as to the taxable value of property located within the territorial limits of the County, the requirements of this paragraph (c) have been met.

#### **Section 5.12. Release and Indemnification Covenants.**

(a) To the extent permitted by law, the Authority hereby agrees to release and indemnify the County and its present and future commissioners, officers, employees, and agents (collectively, the "Indemnified Parties" and individually, an "Indemnified Party") for any and all liabilities and claims against the County arising from (i) the issuance and sale of the Series 2026 Bonds, (ii) any breach or Default on the part of the Authority in the performance of any of its obligations under this Contract or the Bond Resolution, (iii) any act or negligence of the Authority or of any of their respective officers, agents, contractors, servants, employees or licensees, or (iv) any act or negligence of any assignee or lessee of the Authority, or of any agents, contractors, servants, employees or licensees of any assignee or lessee of the Authority.

(b) If any such action or claim shall be brought or asserted against, or any additional cost or expense charged to or assessed against, any Indemnified Party, such Indemnified Party shall promptly notify the Authority in writing, and Authority shall assume the defense thereof, including the employment of counsel, which shall be reasonably satisfactory to the Indemnified Party, and the payment of all costs, fees, and expenses thereof. Failure to give any such notice shall not affect the right of any Indemnified Party to receive the indemnification provided herein; unless such failure resulted from the gross negligence or willful misconduct of such Indemnified Party, such failure could not be effectively remedied or the interests of the Authority were materially and adversely affected as a direct result of such failure. Any Indemnified Party shall, in its sole discretion, have the right to employ separate counsel (who may be selected by such Indemnified Party in its sole discretion) in any such action and to participate in the defense thereof, and the fees and expenses of such counsel shall be paid by such Indemnified Party, except that Authority shall be required to pay such fees and expenses if (i) Authority agrees to pay such fees and expenses, (ii) Authority shall fail to assume the defense of such action or proceeding or shall fail to employ counsel reasonably satisfactory to the Indemnified Party in any such action or proceeding, (iii) the Authority is the plaintiff in any such action or proceeding or (iv) the named or potential parties to any such action or proceeding (including any potentially impleaded parties) include both the Indemnified Party and Authority, and the Indemnified Party shall have been advised by counsel that there may be one or more legal defenses available to it which are different from or additional to those available to Authority.

(c) Notwithstanding the foregoing provisions of this Section 5.12, the Authority shall not be obligated to indemnify any Indemnified Party for any liability determined by a court of competent jurisdiction to have resulted solely from the fraudulent misrepresentation, gross negligence, bad faith and/or willful misconduct of such Indemnified Party, or for any claim that the Authority is prohibited by law from providing indemnification to such party.

(d) The provisions of this Section 5.12 shall survive the termination of this Contract.

**Section 5.13. Continuing Disclosure Certificate.**

The County hereby covenants for the benefit of the owners of the Series 2026 Bonds and the underwriter of the Series 2026 Bonds to comply with their obligations under the Continuing Disclosure Certificate, dated as of June 9, 2026. A breach of this covenant shall not be deemed to be an event of default hereunder, and the sole remedy under this Contract shall be an action to compel performance.

**Section 5.14. Use of Proceeds and Specific Tax Covenants.**

The Series 2026B Bonds are being issued by the Authority in compliance with the conditions necessary for interest income on the Series 2026B Bonds to be excluded from gross income for federal income tax purposes pursuant to the provisions of Section 103(a) of the Code relating to obligations of the State or political subdivisions thereof. It is the intention of the Authority and the County that the interest on the Series 2026B Bonds be and remain excludable from gross income for federal income tax purposes, and, to that end, the Authority and the County hereby covenant with the Bondholders as follows:

(a) That they will not take any action, or fail to take any action, if any such action or failure to take action would adversely affect the tax exempt status of interest on the Series 2026B Bonds under Section 103 of the Code.

(b) That they will not directly or indirectly use or permit the use of any of the proceeds of the Series 2026B Bonds or take or omit to take any action in a way that would cause the Series 2026B Bonds to be (i) “private activity bonds” within the meaning of Section 141 of the Code or (ii) obligations which are “federally guaranteed” within the meaning of Section 149(b) of the Code.

(c) That they will not directly or indirectly use or permit the use of any proceeds of the Series 2026B Bonds or any other funds of the County or the Authority or take or omit to take any action that would cause the Series 2026B Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Code. To that end, the County and the Authority will comply with all requirements of Section 148 of the Code and any regulations promulgated thereunder to the extent applicable to the County or the Authority. In the event that at any time the County or the Authority is of the opinion that for purposes of this Section it is necessary to restrict or limit the yield on the investment of any moneys held under the Bond Resolution, the Authority and the County shall take such action as may be necessary to effect the same.

**Section 5.15. Arbitrage Covenants.**

Neither the County nor the Authority shall, subsequent to the date of the issuance and delivery of the Series 2026B Bonds, intentionally use any portions of the proceeds of the Series 2026B Bonds to acquire higher yielding investments, or to replace funds which were used directly or indirectly to acquire higher yielding investments, except as may otherwise be permitted by the Code, including, but not limited to, complying with the requirements of Section 148(f) of the Code and the payment of rebate, if any, required to be made by the Authority, and that it will expend the proceeds of the Series 2026B Bonds in compliance with the applicable provisions of Section 141 to 149, inclusive, of the Code.

## ARTICLE 6.

### EVENTS OF DEFAULT AND REMEDIES

#### Section 6.1. Events of Default Defined.

The following shall be "events of default" under this Contract and the terms "event of default" or "default" shall mean, whenever they are used in this Contract, any one or more of the following events:

- (a) Failure by the County to make the Contract Payments required to be paid under Section 4.2 hereof at the times specified therein;
- (b) Failure by the County or the Authority to observe and perform any covenant, condition or agreement of this Contract on its part to be observed or performed, other than as referred to in subsection (a) of this Section, for a period of 30 days after written notice, specifying such failure and requesting that it be remedied, shall have been given to the defaulting party by the nondefaulting party or a Bondholder; provided, however, if the failure stated in the notice cannot be corrected within the period specified herein, the nondefaulting party will not unreasonably withhold its consent to an extension of such time if it is possible to correct such failure and corrective action is instituted by the defaulting party within the applicable period and diligently pursued until the default is corrected;
- (c) Any representation or warranty shall be found to be untrue; and
- (d) An "event of default" shall have occurred under the Bond Resolution.

Notwithstanding the foregoing, a breach of the covenant contained in Section 5.13 hereof shall not be deemed an event of default hereunder, and the sole remedy shall be an action to compel performance.

#### Section 6.2. Remedies on Default.

Whenever any event of default referred to in Section 6.1 hereof shall have happened and be subsisting, the nondefaulting party, or the Bondholders as provided in the Bond Resolution, may take any one or more of the following remedial steps:

- (a) The nondefaulting party or the Bondholders may seek the appointment of a receiver for the Project;
- (b) The Authority or the Bondholders may require the County to furnish copies of all books and records of the County pertaining to the Project;
- (c) The nondefaulting party or the Bondholders may take whatever action at law or in equity may appear necessary or desirable to collect the Contract Payments then

due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the County or the Authority under this Contract;

(d) The Bondholders may require any depository under the Bond Resolution to turn over to the Sinking Fund Custodian any moneys held in any of the Funds; and

(e) The Bondholders may exercise any remedies provided for in the Bond Resolution and the Revenue Bond Law.

Any amounts collected pursuant to action taken under this Section shall be paid into the Sinking Fund and applied in accordance with the provisions of the Bond Resolution or, if payment in full of the outstanding Series 2026 Bonds has been made (or provision for payment thereof has been made in accordance with the provisions of the Bond Resolution), to the County.

**Section 6.3. No Remedy Exclusive.**

No remedy herein conferred upon or reserved to the Authority or the Bondholders is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Contract or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Authority or the Bondholders to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice or notices as may be herein expressly required. Such rights and remedies as are given to the Authority hereunder shall also extend to the Bondholders, and the holders of the Series 2026 Bonds shall be deemed third party beneficiaries of all covenants and agreements herein contained.

**Section 6.4. No Additional Waiver Implied by one Waiver.**

If any agreement contained in this Contract should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

## ARTICLE 7.

### MISCELLANEOUS

#### **Section 7.1. Agreement to Pay Attorneys' Fees and Expenses.**

If a party should default under any of the provisions of this Contract and either or both the nondefaulting party or the Bondholders should employ attorneys or incur other expenses for the enforcement of performance or observance of any obligation or agreement on the part of the County or the Authority herein contained, the defaulting party agrees that it shall on demand therefor pay to the nondefaulting party and the Bondholders the reasonable fee of such attorneys and such other reasonable expenses so incurred by the nondefaulting party and the Bondholders.

#### **Section 7.2. Notices.**

All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, return receipt requested, postage prepaid.

#### **Section 7.3. Binding Effect; Third-Party Beneficiaries.**

This Contract shall inure to the benefit of and shall be binding upon the Authority, the County and their respective successors and assigns, subject, however, to the limitations contained in this Contract. The Bondholders are third-party beneficiaries of this Contract, and may enforce the terms and provisions hereof. There are no other third-party beneficiaries.

#### **Section 7.4. Severability**

If any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

#### **Section 7.5. Amounts Remaining in Sinking Fund.**

It is agreed by the parties hereto that, subject to and in accordance with the terms and conditions of the Bond Resolution certain surplus moneys remaining in the Sinking Fund after payment of all outstanding Series 2026 Bonds shall belong to and be paid to the County.

#### **Section 7.6. Amendments, Changes and Modifications.**

This Contract may be amended without the consent of the Bondholders in order to grant any additional rights, remedies, powers, authority or security that may be lawfully granted to or conferred upon the Bondholders or to make any other change that does not materially adversely affect the Bondholders. All other amendments shall require the consent of the Bondholders in accordance with Section 3 of Article IX of the Bond Resolution. Notwithstanding the foregoing, this Contract shall not be amended if such amendment reduces the Contract Payments. The Authority shall cause a notice of the execution and delivery of any

amendment to this Contract to be mailed, postage prepaid, to any rating agency then rating the Series 2026 Bonds at least 15 days prior to the effective date thereof.

**Section 7.7. Execution Counterparts.**

This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 7.8. Captions.**

The captions and headings in this Contract are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Contract.

**Section 7.9. Law Governing Contract.**

This Contract shall be governed by, and construed in accordance with, the laws of the State of Georgia.

**Section 7.10. County a Party to Validation.**

The County hereby agrees to be a party defendant in the validation proceedings related to the Series 2026 Bonds and covenants and agrees that it shall cooperate with the Authority in validating the Series 2026 Bonds and in connection therewith, shall execute such certificates, consent to service of process and make sworn answers as may be necessary for the validation proceedings.

**IN WITNESS WHEREOF**, the Authority and the County have caused this Contract to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by their duly authorized officers, all as of the date first above written.

**VALDOSTA-LOWNDES COUNTY  
INDUSTRIAL DEVELOPMENT AUTHORITY**

(SEAL)

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

Attest:

\_\_\_\_\_  
Secretary

**LOWNDES COUNTY, GEORGIA**

(SEAL)

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

Attest:

\_\_\_\_\_  
Clerk

EXHIBIT A

DESCRIPTION OF PROJECT

Series 2026A Project

Series 2026B Project

EXHIBIT B

CONTRACT PAYMENTS

EXHIBIT C

Bond Purchase Agreement

DRAFT DATE: 06/03/26

VALDOSTA-LOWNDES COUNTY INDUSTRIAL AUTHORITY

ECONOMIC DEVELOPMENT TAXABLE REVENUE BONDS, SERIES 2026A      ECONOMIC DEVELOPMENT REVENUE BONDS, SERIES 2026B

June 9, 2026

BOND PURCHASE AGREEMENT

Valdosta-Lowndes County Industrial Authority  
Valdosta, Georgia  
Attention: Chairman

Lowndes County, Georgia  
Valdosta, Georgia  
Attention: Chairman

To the Addressees:

The undersigned, Raymond James & Associates, Inc. (the "Underwriter"), hereby offers to enter into this Bond Purchase Agreement (this "Purchase Agreement") with the Valdosta-Lowndes County Industrial Authority (the "Authority") and Lowndes County, Georgia (the "County") for the purchase by the Underwriter of the Authority's Bonds referred to in Section 1 hereof. This offer is made subject to acceptance by the Authority of this Purchase Agreement, which acceptance shall be evidenced by the execution of this Purchase Agreement by a duly authorized officer of the Authority prior to 12:00 Midnight, Eastern Standard Time, on June 9, 2026. Upon such acceptance and execution, this Purchase Agreement shall be in full force and effect in accordance with its terms and shall be binding upon the Authority, the County and the Underwriter. Capitalized terms used but not defined herein shall have the meanings assigned to them in the Resolution referred to in Section 2 hereof.

1. Agreement to Purchase and Sell. Upon the terms and conditions and based on the representations, warranties and covenants hereinafter set forth, the Underwriter hereby agrees to purchase from the Authority (a) \$ \_\_\_\_\_ in aggregate principal amount of the Valdosta-Lowndes County Industrial Authority Economic Development Taxable Revenue Bonds, Series 2026 (the "Series 2026A Bonds"), at a purchase price of \$ \_\_\_\_\_ (which is equal to par, less Underwriter's discount of \$ \_\_\_\_\_) and (b) \$ \_\_\_\_\_ in aggregate principal amount of the Valdosta-Lowndes County Industrial Authority Economic Development Revenue Bonds, Series 2026B (the "Series 2026B Bonds" and, together with the Series 2026A Bonds, the "Bonds"), at a purchase price of \$ \_\_\_\_\_ (which is equal to par,

[plus/less] net original issued [premium][discount] less Underwriter's discount of \$\_\_\_\_\_).

2. Description of Bonds. The Bonds shall be as described in, shall be authorized by and secured pursuant to a Resolution of the Authority, adopted on May 1, 2026, as supplemented on June 9, 2026 (collectively, the "Resolution"). The Bonds are limited obligations of the Authority. The Bonds are payable solely from certain payments (the "Contract Payments") to be made by the County to the Authority pursuant to an Intergovernmental Contract, dated as of June 1, 2026 (the "Contract"), between the Authority and the County. The Bonds shall bear interest at the rates and shall mature in the amounts set forth in Schedule I attached hereto. All other terms of the Bonds are described in the hereinafter-defined Official Statement.

Pursuant to the Contract, the Contract Payments shall be in the amounts sufficient to pay the principal of, premium, if any, and interest on the Series 2026 Bonds when and as the same become due and payable. In order to obtain the funds necessary to make the Contract Payments, the County has agreed to levy an annual ad valorem property tax, not to exceed two (2) mills per dollar, on all taxable property located within the territorial limits of the County (the "Tax Funding Limit"). The County's obligation to make the Contract Payments to the Authority sufficient in time and amount to enable the Authority to pay the principal and interest on the Bonds, subject to the Tax Funding Limit, is absolute and unconditional, is secured by the County's full faith and credit and taxing powers, subject to the Tax Funding Limit, and will not expire so long as the Bonds remain outstanding.

The County will undertake, pursuant to a Continuing Disclosure Certificate of the County (the "Disclosure Certificate"), to provide annual reports and notices of certain events. The form of this undertaking is set forth in the hereinafter-described Preliminary Official Statement and will also be set forth in the hereinafter-described Official Statement.

3. Use of Proceeds. Proceeds of the Bonds will be issued to provide funds to (i) finance the acquisition, development and improvement one or more economic development projects located in the County (the "Projects"), and (ii) pay all expenses incident to accomplish the foregoing.

4. Public Offering. The Underwriter intends to make a bona fide initial public offering of the Bonds at the prices or yields set forth on Schedule I attached hereto. The Underwriter, however, reserves the right to change such offering price or prices (or yields) as the Underwriter shall deem necessary in connection with the marketing of the Bonds.

5. Preliminary Official Statement; Official Statement. The Authority and the County have caused to be prepared and circulated by the Underwriter a Preliminary Official Statement relating to the Bonds, dated May \_\_, 2026 (such Preliminary Official Statement, including the cover page and all appendices, exhibits, reports and statements included therein or attached thereto and any amendments and supplements thereto that may be authorized by the Authority and the County for use with respect to the Bonds being herein called the "Preliminary Official Statement"), and each does hereby consent to and ratify the use of the Preliminary Official Statement by the Underwriter prior to the date hereof in connection with the offering of the Bonds. The County

hereby certifies to the Underwriter that the Preliminary Official Statement (other than information in the sections labeled “INTRODUCTION – The Issuer”; “THE ISSUER” and “MISCELLANEOUS”), as of its date, was designated as a “deemed final” Preliminary Official Statement as of its date as required by Rule 15c2-12 (the “Rule”) of the Securities Exchange Act of 1934, as amended the “1934 Act”). The Authority hereby certifies to the Underwriter that the information in the Preliminary Official Statement in the section labeled “THE ISSUER,” as of the date of the Preliminary Official Statement, was “deemed final” in accordance with the Rule. As such, the Preliminary Official Statement, as of its date, was final except for information concerning the offering prices, aggregate principal amount, principal amounts per maturity, interest rates, ratings, selling compensation, delivery date and other matters related to the offering prices. Each of the Authority and the County hereby agrees to furnish the Underwriter with a final Official Statement (the “Official Statement”), dated the date hereof and substantially in the form of the Preliminary Official Statement, with only such changes therein or modifications thereof (including, without limitation, any changes in or modifications of any of the appendices thereto) as shall have been accepted and approved by the Underwriter in its discretion, within seven business days of the date hereof (but no later than the date of Closing) and in time to accompany any confirmation that requests payment from any customer, and in sufficient quantity to comply with the Rule and the rules of the Municipal Securities Rulemaking Board (the “MSRB”). The preparation, use and distribution of the Preliminary Official Statement and the Official Statement are hereby authorized and approved by the Authority and the County. Each of the Authority and the County hereby authorizes the use of copies of the Official Statement and other pertinent documents in connection with the offering and sale of the Bonds. The Underwriter hereby agrees not to distribute or make any use of any official statement relating to the Bonds other than the Official Statement.

6. Representations and Warranties of the Authority. The Authority hereby represents and warrants to and covenants with the Underwriter and the County as follows:

(a) The Authority is, and at the date of Closing will be, a public body corporate and politic duly created, organized and validly existing under the Constitution and laws of the State of Georgia, including an Amendment to the Constitution of the State of Georgia, Ga. Laws 1960, p. 1359 et seq., as supplemented by an Act of the Georgia General Assembly, Ga. Laws 1960, p. 2786 et seq. and as continued by an Act of the Georgia General Assembly, Ga. Laws 1985, p. 3710, et seq., as amended (collectively, the “Act).

(b) The Authority is authorized under the laws of the State of Georgia, including the Revenue Bond Law (O.C.G.A. Section 36-82-60 *et seq.*, as amended) and the Act, (i) to finance the Projects, (ii) to adopt the Resolution, (iii) to pledge the revenues realized by the Authority under the Contract to secure the payment of the Bonds, (iv) to issue, execute, deliver and perform its obligations under the Bonds for the purposes described in Section 3 hereof, (v) to execute, deliver and perform its obligations under this Purchase Agreement and the Disclosure Certificate, (collectively, the “Authority Documents”), (vi) to execute and deliver the Official Statement, and (vii) to carry out and consummate all of the transactions contemplated on its part hereby and by the aforementioned documents. Items (ii) through (vii) above are collectively referred to herein as the “Transactions.”

(c) The Authority has duly adopted and authorized all actions required to be taken by it in connection with the Transactions.

(d) The Authority Documents, when executed and delivered, will constitute valid and legally binding obligations of the Authority, enforceable in accordance with their respective terms. The Contract creates a lien in favor of the Authority on any and all revenues realized by the County from such tax, to make the payments that are required under the Contract, which lien is superior to any that can hereafter be made; provided, however, the County has created a lien on parity with the lien created under the Contract in connection with the Authority's Economic Development Taxable Revenue Bonds, Series 2019 Bonds and may create a lien on a parity with the lien created herein in connection with the issuance of Additional Bonds (as defined in the Contract). Except for the aforementioned lien, the Authority has not created any other lien related to the Contract. The Bonds will not constitute a general obligation of the State of Georgia, the Authority, the County or any political subdivision of the State of Georgia within the meaning of any constitutional or statutory limitation upon indebtedness. However, the County's taxing power, subject to the Tax Funding Limit, has been pledged to the payment of the Contract Payments.

(e) The Authority will apply the proceeds from the sale of the Bonds as specified in Section 3 hereof.

(f) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the Authority, threatened against or affecting the Authority (or, to the knowledge of the Authority, any meritorious basis therefor) (i) attempting to limit, enjoin or otherwise restrict or prevent the Authority from (A) issuing the Bonds, or (B) functioning; (ii) contesting or questioning the existence of the Authority or the titles of the present officers of the Authority to their offices; or (iii) wherein an unfavorable decision, ruling or finding would adversely affect (A) the powers of the Authority, (B) validity or enforceability of the Bonds, the Authority Documents or any other agreement or instrument to which the Authority is a party and which is used or contemplated for use in the consummation of the transactions contemplated by the Authority Documents and the Official Statement, (C) security for the Bonds, or (D) the Transactions.

(g) The adoption and performance of the Resolution and the Transactions will not conflict with or constitute on the part of the Authority a violation of, breach of or default under (i) the Act, its by-laws or any other organizing document, (ii) any constitutional provision, statute, indenture, mortgage, lease, resolution, note agreement or other agreement or instrument to which the Authority is a party or by which the Authority is bound or (iii) any order, rule or regulation of any court or governmental agency or body having jurisdiction over the Authority or any of its properties.

(h) All consents, approvals, authorizations and orders of governmental or regulatory authorities, if any, that are required to be obtained by the Authority in connection with the execution and delivery of the Authority Documents and the Official Statement, and

the consummation of the transactions contemplated on its part hereby and by the aforementioned documents, have been duly obtained and remain in full force and effect, except for those items which are not required as of the date hereof, and except that no representation is made as to compliance with any applicable state securities or "Blue Sky" laws.

(i) The Authority agrees to cooperate with the Underwriter and its counsel in any endeavor to qualify the Bonds for offering and sale under securities or "blue sky" laws of such jurisdictions of the United States of America as the Underwriter may request.

(j) The information contained in the Preliminary Official Statement was, and such information contained in the Official Statement will be, at all times subsequent hereto to and including the date of the Closing, true and correct in all material respects and does not contain and, at all such times, will not contain any untrue statement of material fact and does not omit, at all such times, will not omit, to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

(k) Neither the Authority nor anyone acting on its behalf has, directly or indirectly, offered the Bonds for sale to, or solicited any offer to buy the same from, anyone other than the Underwriter.

(l) Neither the Securities and Exchange Commission nor any state securities commission has issued, or to the best of the Authority's knowledge, threatened to issue, any order preventing or suspending the use of the Preliminary Official Statement or the Official Statement.

(m) Any certificate signed by an authorized officer of the Authority delivered to the Underwriter shall be deemed a representation and warranty by the Authority to the Underwriter as to the statements made therein.

(n) To the best of the Authority's knowledge, the Authority has not defaulted in the payment of principal or interest on any of its bonds, notes or other securities.

7. Representations and Warranties of the County. In order to induce the Underwriter to enter into this Purchase Agreement, the County represents and warrants to the Underwriter and the Authority as follows:

(a) The County is, and at the date of Closing will be, a political subdivision of the State of Georgia duly created, organized and validly existing under the Constitution and laws of the State of Georgia.

(b) The County is authorized under the laws of the State of Georgia (i) to execute, deliver and perform its obligations under this Purchase Agreement, the Contract and the Disclosure Certificate (collectively, the "County Documents"), (ii) to execute and

deliver the Official Statement, and (iii) to carry out and consummate all of the transactions contemplated on its part hereby and by the aforementioned documents.

(c) Other than information in the sections labeled “INTRODUCTION – The Issuer,” “THE ISSUER” and “MISCELLANEOUS,” the Preliminary Official Statement was, and the Official Statement will be, correct and complete in all material respects and does not, and will not, contain any untrue statement of a material fact or omit to state any material fact which should be included therein for the purpose for which the document was, and is to be, used, or which was, or is, necessary in order to make the statements contained therein, in light of the circumstances under which they were made, not misleading. The County has reviewed the Preliminary Official Statement and consents to its use by the Underwriter to offer and sell the Bonds.

(d) On or before the date of the Closing referred to in Section 1 hereof, the County will have duly authorized all actions required to be taken by it for (i) the execution, delivery and due performance of the County Documents, (ii) the execution and delivery of the Official Statement, and (iii) the execution, delivery and due performance of any and all other agreements and documents as may be required to be executed, delivered or performed by the County in order to carry out, give effect to and consummate the transactions contemplated on its part hereby and by each of the aforementioned documents.

(e) The County Documents, when executed and delivered, will constitute valid and legally binding obligations of the County, enforceable in accordance with their respective terms (subject to usual principles of equity and to applicable bankruptcy, reorganization, insolvency, moratorium or other laws affecting the enforcement of creditors’ rights generally from time to time in effect). The Bonds will not constitute a general obligation of the State of Georgia, the County, the Authority or any political subdivision of the State of Georgia within the meaning of any constitutional or statutory limitation upon indebtedness. However, the County has covenanted and agreed that it will cause to be levied, to the extent necessary, an ad valorem property tax, subject to the Tax Funding Limit, on all property located within the boundaries of the County, subject to such tax, as may be necessary to make the payments to the Authority for its services as called for by the Contract.

(f) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the County, threatened against or affecting the County (or, to the knowledge of the County, any meritorious basis therefor) (i) attempting to limit, enjoin or otherwise restrict or prevent the County from functioning or contesting or questioning the existence of the County or the titles of the present officers of the County to their offices or (ii) wherein an unfavorable decision, ruling or finding would adversely affect (A) the financial position of the County or the security for the Bonds, (B) the powers of the County or the validity or enforceability of the Bonds, the County Documents or any agreement or instrument to which the County is a party and that is used or contemplated for use in the consummation of the transactions contemplated hereby or by the aforementioned documents, or (C) the transactions contemplated hereby or by the aforementioned documents.

(g) The execution and delivery by the County of the County Documents, the Official Statement and the other documents contemplated hereby and by the aforementioned documents, and the compliance with the provisions thereof, will not conflict with or constitute on the part of the County a violation of, breach of or default under (i) any governing instruments, (ii) any ordinance, mortgage, lease, resolution, note agreement or other agreement or instrument to which the County is a party or by which the County is bound or (iii) any constitutional provision, statute, order, rule or regulation of any court or governmental agency or body having jurisdiction over the County or any of its properties. All consents, approvals, authorizations and orders of governmental or regulatory authorities, if any, that are required to be obtained by the County in connection with the execution and delivery of the County Documents and the Official Statement, and the consummation of the transactions contemplated on its part hereby and by the aforementioned documents, have been duly obtained and remain in full force and effect, except for those items which are not required as of the date hereof, and except that no representation is made as to compliance with any applicable state securities or “Blue Sky” laws.

(h) Any certificate signed by an authorized officer of the County delivered to the Underwriter shall be deemed a representation and warranty by the County to the Underwriter as to the statements made therein.

(i) To the best of the County’s knowledge, the County has not defaulted in the payment of principal or interest on any of its bonds, notes or other securities.

(j) The County will undertake pursuant to the Disclosure Certificate to provide certain financial information and operating data relating to the County, the Authority and the Project, and notice of certain events to the Electronic Municipal Market Access system (“EMMA”), established by the MSRB, in order to assist the Underwriter in complying with the Rule. The County represents that, except as disclosed in the Official Statement, the County has been in material compliance during the previous five years with its continuing disclosure obligations, if any, in accordance with the Rule.

(k) The financial statements of the County for the fiscal year ended June 30, 2025, attached as Appendix A to the Official Statement are complete and correct and present fairly the financial position of the County as of the dates indicated therein and the results of operations and changes in financial position for the periods specified therein, and such financial statements have been prepared in conformity with generally accepted accounting principles consistently applied throughout the periods presented.

(l) The County acknowledges and agrees that these representations and warranties are made to induce the Underwriter to purchase the Bonds, and that such representations and warranties and any other representations and warranties made by the County to the Underwriter are made for the benefit of the ultimate purchasers of the Bonds and may be relied upon by such purchasers.

(m) The Underwriter shall receive an executed counterpart of the Authority Documents and the County Documents.

(n) The Authority and the County shall deliver a final Official Statement within the time period and in adequate format to comply with the Rule and the rules of the MSRB, and the County shall deliver a continuing disclosure undertaking complying with the requirements set forth in the Rule.

8. Closing. At 10:00 a.m., Atlanta, Georgia time, on June \_\_\_, 2026 (the “Closing”), or at such other time or at such other date as shall have been mutually agreed upon by the Authority, the County and the Underwriter, the Authority will deliver, or cause to be delivered, to or upon the order of the Underwriter the Bonds, and the Underwriter will pay the purchase price of the Bonds. Payment for the Bonds shall be made in immediately available funds by check or by bank wire transfer payable to the order of the Authority (or as otherwise directed by the Authority prior to Closing). If the Authority fails to deliver the Bonds to the Underwriter as provided herein, or if, at the Closing, any of the conditions specified in Section 9 hereof shall not have been fulfilled to the satisfaction of the Underwriter, the Underwriter may elect to be relieved of any further obligations under this Purchase Agreement without thereby waiving any other rights the Underwriter may have under this Purchase Agreement.

The Closing shall be held at the offices of Pope Flynn, LLC (“Bond Counsel”), 336 Hill Street, Athens, Georgia 30601, except that physical delivery of the Bonds shall be made to, or for the account of, The Depository Trust Company (“DTC”). The Bonds shall be issued in book-entry form. Each maturity of the Bonds shall be registered in the name of Cede & Co., as nominee for DTC.

9. Conditions to Closing. The Underwriter’s obligation hereunder shall be subject to (i) the performance by the Authority and the County of their respective obligations to be performed hereunder at and prior to the Closing or such earlier time as may be specified herein; (ii) the accuracy of the respective representations and warranties of the Authority and the County contained herein as of the date hereof and as of the time of the Closing, as if made at and as of the time of the Closing; and (iii) the following condition, including the respective delivery by the Authority of the County of such documents as are contemplated hereby in form and substance satisfactory to the Underwriter:

(a) At the time of Closing (i) the Resolution shall be in full force and effect and shall not have been amended, modified, repealed or supplemented, except as may have been agreed to in writing by the Underwriter; (ii) the Authority and the County shall have duly adopted and there shall be in full force and effect resolutions as, in the opinion of Bond Counsel, shall be necessary in connection with the transactions contemplated hereby; and (iii) the Bonds shall have been duly confirmed and validated by judgement of the Superior Court of Lowndes County, and no such appeal shall be pending with respect to such decree.

(b) At or prior to Closing, the Underwriter shall have received the following documents:

(i) An opinion of Bond Counsel to the Authority and the County, dated the date of Closing and in substantially the form attached to the Preliminary Official

Statement as Appendix D.

(ii) A supplemental opinion of Bond Counsel, dated the date of Closing, in substantially the form set forth in Exhibit A hereto.

(iii) An opinion of Pope Flynn, LLC, as disclosure counsel, in substantially the form set forth in Exhibit B hereto.

(iv) An opinion of Elliott Blackburn PC, Valdosta, Georgia, counsel to the County, dated the date of Closing and addressed to the Underwriter in the form and substance satisfactory to the Underwriter, in substantially the form set forth in Exhibit C hereto.

(v) An opinion of Coleman Talley, LLP, Valdosta, Georgia, counsel to the Authority, dated the date of the Closing, addressed to the Underwriter and in the form and substance satisfactory to the Underwriter, in substantially the form set forth in Exhibit D hereto.

(vi) The Underwriter shall have received a certificate of the Authority, dated the date of Closing, signed by the Chairman of the Authority, to the effect that:

(a) The Authority has duly performed and satisfied or complied with all of its obligations and conditions to be performed and satisfied hereunder at or prior to the Closing, and each of its representations and warranties contained herein has not been amended, modified, or rescinded and is in full force and effect and is true and correct in all material respects as of the Closing; and

(b) Since the date hereof, there has not been any material adverse change in the business, properties, financial position or results of operations of the Authority, whether or not arising from transactions in the ordinary course of business, other than as previously disclosed in writing to the Underwriter and as disclosed in the Official Statement, and, except in the ordinary course of business, the Authority has not suffered or incurred any material liability, other than as previously disclosed in writing to the Underwriter and as disclosed in the Official Statement.

(vii) The Underwriter shall have received a certificate of the County, dated the date of Closing, signed by the Chairman of the Board of Commissioners Lowndes County, Georgia, to the effect that:

(a) The County has duly performed and satisfied or complied with all of its obligations and conditions to be performed and satisfied hereunder at or prior to the Closing, and each of its representations and warranties contained herein has not been amended, modified, or rescinded and is in full force and effect and is true and correct in all material respects as of the

Closing; and

(b) Since the date hereof, there has not been any material adverse change in the business, properties, financial position or results of operations of the County, whether or not arising from transactions in the ordinary course of business, other than as previously disclosed in writing to the Underwriter and as disclosed in the Official Statement, and, except in the ordinary course of business, the County has not suffered or incurred any material liability, other than as previously disclosed in writing to the Underwriter and as disclosed in the Official Statement.

(viii) A copy of the Official Statement executed on behalf of the Authority and the County by the duly Authorized officers thereof.

(ix) A certified copy of the Resolution.

(x) A certified copy of a transcript of all proceedings related to the validation of the Bonds.

(xi) Specimens of the Series 2026A Bonds and the Series 2026B Bonds.

(xii) An executed counterpart of the Disclosure Certificate.

(xiii) A certificate (the "Arbitrage Certificate") of the Authority and the County in form and substance satisfactory to Bond Counsel setting forth certain information upon which it can be concluded that the Series 2026B Bonds are not expected to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended.

(xiv) Evidence that Treasury Form 8038-G has been executed by the County and filed with the Internal Revenue Service.

(xv) A consent letter from Aprio, LLP, independent certified public accountants for the County.

(xvi) A certificate, dated the date of the Closing, executed by the Clerk or Deputy Clerk of the Superior Court of Lowndes County, Georgia, certifying that no person or entity, other than the Authority, intervened or otherwise became a party to the validation proceedings with respect to the Bonds, that final judgement has been entered in such proceeding and that no exception, intervention or objection to such judgement or appeal therefrom or extension of appeal has been taken.

(xvii) A DTC Blanket Letter of Representations.

(xviii) The Underwriter shall have received written evidence that Moody's Investors Service, Inc. ("Moody's") has issued its rating of "\_\_\_\_" with respect to the Bonds, and such rating shall be in effect on the date of Closing.

10. Underwriter's Right to Cancel. The Underwriter shall have the right to cancel its obligations to purchase and accept delivery of the Bonds hereunder by notifying the Authority and the County or their designated representatives, in writing, of its election to do so between the date hereof and the Closing:

(a) legislation shall have been enacted, or actively considered for enactment by Congress, or recommended by Congress for passage by the President of the United States, or favorably reported for passage to either House of the Congress by a committee of such House to which such legislation has been referred for consideration, a decision by a court of the United States or the United States Tax Court shall be rendered, or a ruling, regulation or official statement by or on behalf of the Treasury Department of the United States, the IRS or other governmental agency legislation shall have been enacted, or actively considered for enactment by Congress, or recommended by Congress for passage by the President of the United States, or favorably reported for passage to either House of the Congress by a committee of such House to which such legislation has been referred for consideration, a decision by a court of the United States or the United States Tax Court shall be rendered, or a ruling, regulation or official statement by or on behalf of the Treasury Department of the United States, the IRS or other governmental agency shall be made or proposed to be made with respect to federal taxation upon revenues or other income of the general character to be derived by the Authority or the County or by any similar body, or upon interest on obligations of the general character of the Bonds, or other action or events shall have transpired that have the purpose or effect, directly or indirectly, of changing the federal income tax consequences of any of the transactions contemplated in connection herewith, that, in the reasonable opinion of the Underwriter, materially and adversely affects the market price of the Bonds or the market price generally of obligations of the general character of the Bonds;

(b) any legislation, ordinance or regulation shall be enacted or be actively considered for enactment by any governmental body, department or agency of the State of Georgia, or a decision by any court of competent jurisdiction within the State of Georgia shall be rendered that, in the reasonable opinion of the Underwriter, materially and adversely affects the market price of the Bonds;

(c) any action shall have been taken by the Securities and Exchange Commission that would require the registration of the Bonds under the Securities Act of 1933, as amended ("1933 Act"), or the qualification of the Resolution under the Trust Indenture Act of 1939, as amended ("TIA"), or it appears that the Underwriter, by selling the Bonds, would subject itself to liability under the 1933 Act, the 1934 Act, or any blue sky law or common law;

(d) any event shall have occurred or shall exist that, in the reasonable opinion of the Underwriter, either (i) makes untrue or incorrect in any material respect any statement or information contained in the Official Statement, or (ii) is not reflected in the Official

Statement and should be reflected therein in order to make the statements and information contained therein not misleading in any material respect;

(e) there shall have occurred any outbreak of hostilities or any national or international calamity or crisis, the effect of which on the financial markets of the United States is such as, in the reasonable judgment of the Underwriter, would materially adversely affect the market for the Bonds, or the sale, at the contemplated offering prices, by the Underwriter of the Bonds;

(f) there shall have occurred any change in the financial condition or affairs of the County the effect of which is, in the reasonable judgment of the Underwriter, so material and adverse as to make;

(g) it impracticable or inadvisable to proceed with the offering or delivery of the Bonds on the terms and in the manner contemplated by the Official Statement;

(h) any action shall be taken by a rating agency to lower, suspend or withdraw its rating of the Bonds (or to change the related published rating outlook), including, but not limited to (i) any change to an actual rating or to the outlook or watch status of that rating, and (ii) any modification of any underlying and/or credit enhanced rating for the Bonds;

(i) any litigation shall be instituted, pending or threatened to restrain or enjoin the issuance, sale or delivery of the Bonds or in any way contesting or questioning any authority for or the validity of the Bonds or the money or revenues pledged to the payment thereof or any of the proceedings of the Authority or the County taken with respect to the issuance and sale thereof;

(j) the offering of the Bonds, on the terms and conditions contemplated by this Purchase Agreement and the Official Statement, shall be prohibited by any applicable law or governmental regulation or by order of any court, governmental authority, board, agency, or commission;

(k) additional material restrictions not in force on the date of this Purchase Agreement shall have been imposed on trading in securities generally by a governmental authority or national association of securities dealers; or

(l) there shall have occurred any event other than those listed above the effect of which is, in the reasonable judgment of the Underwriter, so material and adverse to make it impracticable or inadvisable to proceed with the offering of the Bonds on the terms and in the manner contemplated by the Official Statement.

11. Termination. If either the Authority or the County is unable to satisfy the conditions to the obligations of the Underwriter contained in this Purchase Agreement, or if the obligations of the Underwriter to purchase and accept delivery of the Bonds shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement shall terminate and neither the Underwriter nor the Authority or the County shall be under further obligation

hereunder; except that the respective obligations to pay expenses, as provided in Section 14 hereof, shall continue in full force and effect. The Underwriter may, in its discretion, waive any one or more of the conditions imposed by this Purchase Agreement for the protection of the Underwriter and proceed with the Closing.

12. Notification by County. The Authority and the County each agree to notify the Underwriter of any material adverse change in any of the Authority's or the County's operations, properties or financial condition occurring before the Closing or within 90 days thereafter which would require a revision of the information in the Official Statement in order to make the representations set forth in Sections 6 and 7 hereof true and correct during such period. If, in the reasonable judgment of the Underwriter, such material adverse change requires an amendment or supplement to the Official Statement, then the Authority and the County agree to cooperate with the Underwriter in preparing an amendment or supplement which will adequately disclose the necessary information (the expenses of such amendment or supplement to be paid for by the County).

13. Indemnification.

(a) To the extent permitted by applicable law, the County will indemnify and hold harmless the Underwriter, and each member, officer, director, official or employee of the Underwriter, and any person who controls the Underwriter within the meaning of Section 15 of the Securities Act or Section 20 of the Securities Exchange Act of 1934, as amended (collectively called the "Indemnified Parties"), against any and all losses, claims, damages, expenses, actions or liabilities, joint or several, to which any of the Indemnified Parties may become subject under any statute or regulation or at common law or otherwise and, except as hereinafter provided, will reimburse the Indemnified Parties for any legal or other expense reasonably incurred by them or any of them in connection with investigating or defending any such losses, claims, damages, expenses or actions asserting liability, whether or not resulting in any liability, insofar as such losses, claims, damages, expenses, actions or liabilities arise out of or are based upon any untrue statement or misleading statement or alleged untrue statement or alleged misleading statement of a material fact contained in the Preliminary Official Statement or the Official Statement, or arise out of or are based upon any omission or alleged omission from the Preliminary Official Statement or the Official Statement of any material fact necessary to be stated therein in order to make the statements made therein, in light of the circumstances under which they were made, not misleading, except insofar as such losses, claims, damages or liabilities are caused by an untrue statement or omission or alleged untrue statement or alleged omission which either (i) based upon information furnished in writing to the County by or on behalf of the Underwriter expressly for use therein, or (ii) relates to the non-County Information.

(b) The County will, to the extent permitted by applicable law, reimburse the Indemnified Parties for any legal or other expense reasonably incurred by them or any of them in connection with investigating or defending any losses, claims, damages, expenses or actions asserting liability, whether or not resulting in any liability, insofar as such losses, claims, damages, expenses, actions or liabilities arise out of or are based upon any untrue statement or misleading statement or alleged untrue statement or alleged misleading

statement of a material fact contained in the Preliminary Official Statement or the Official Statement or arise out of or are based upon any omission or alleged omission from the Preliminary Official Statement or the Official Statement of any material fact necessary to be stated therein in order to make the statements made therein, in light of the circumstances under which they were made, not misleading, except insofar as such losses, claims, damages or liabilities are caused by an untrue statement or omission or alleged untrue statement or alleged omission which is either (i) based upon information furnished in writing to the County by or on behalf of the Underwriter expressly for use therein or (ii) relates to the non-County Information.

(c) Promptly after receipt by a Indemnified Party of notice of any claim or the commencement of any action in respect of which indemnification or reimbursement of expenses may be sought against the County under this Section, such Indemnified Party shall promptly notify the County in writing; but the failure to so notify the County will not relieve the County from any liability which it may have to any Indemnified Party otherwise than under paragraph (a) or (b) of this Section 13 nor affect any rights it may have otherwise than under this Section to participate in and/or assume the defense of any action brought against any Indemnified Party. In case any claim is asserted or any action is brought against any Indemnified Party, the County will be entitled to participate in, and, to the extent that it chooses so to do, to assume the defense thereof (including the employment of counsel reasonably satisfactory to such Indemnified Party), and shall assume the payment of all fees and expenses relating to such defense and shall have the right to negotiate settlement thereof. Any one or more of the Indemnified Parties shall have the right to employ separate counsel in connection with any such claim or action and to participate in the defense thereof, but after notice from the County to such Indemnified Party of its election to assume the defense thereof, the fees and expenses of such separate counsel shall be at the expense of such Indemnified Party or Indemnified Parties unless the employment of such counsel has been specifically authorized in writing by the County. The County shall not be liable for any settlement of any such claim or action effected without its consent, but if settled with the consent of the County or if there be a final judgment for the plaintiff in any such action as to which the County has received notice in writing as hereinabove required, the County agrees to indemnify and hold harmless the Indemnified Party from and against any loss or liability by reason of such settlement or judgment.

(d) In order to provide for just and equitable contribution in circumstances in which the indemnity provided for in paragraphs (a) and (c) of this Section 13 is for any reason held to be unavailable from the County with respect to matters covered by such paragraphs (a) and (c), the County, to the extent permitted by applicable law, on one hand, and the Underwriter on the other hand, with respect to such matters shall contribute to the aggregate losses, damages, expenses, liabilities or claims to which the County on the one hand, and the Underwriter on the other hand, may be subject in such proportion so that the Underwriter is responsible for that portion represented by the percentage that the underwriting discount payable to the Underwriter hereunder (*i. e.*, the excess of the aggregate principal amount of the Bonds purchased by the Underwriter over the price to be paid by the Underwriter to the County upon delivery of the Bonds as specified in Section 1 hereof) bears to the aggregate principal amount of the Bonds purchased by the Underwriter, and the

County is responsible for the balance. The contribution provided by this paragraph shall also extend, without limitation, to any and all expenses whatsoever reasonably incurred in connection with investigating, preparing for or defending against, or providing evidence, producing documents or taking any other reasonable action in respect of, any such loss, damage, expense, liability or claim (or action in respect thereof), whether or not resulting in any liability, and shall include any loss to the extent of the aggregate amount paid in settlement of any litigation, commenced or threatened, or of any claim whatsoever as set forth herein if such settlement is effected with the written consent of the County. For purposes of this paragraph (d), each officer, director, employee, agent or attorney of the Underwriter and any person who controls the Underwriter within the meaning of Section 15 of the Securities Act or Section 20 of the Securities Exchange Act of 1934, or any amendment of said Acts, shall, under the same circumstances, have the same rights to contribution as does the Underwriter hereunder. Within a reasonable time after a party entitled to contribution under this paragraph (d) of this Section 13 shall have been served with the summons or other first legal process or shall have received written notice of the threat of a claim in respect of which contribution may be sought hereunder, such person shall, if a claim for contribution is to be made against the County under this paragraph (d), notify the County, in writing, of the commencement hereof, and the County shall have the same rights with respect to assumption of the defense of the action as are set forth in paragraph (c). Except to the extent it has materially prejudiced the County's right to defend, the omission to promptly so notify the County shall not relieve the County from any liability that it may have other than pursuant to this paragraph (d), provided, however, that any notice given by the Underwriter for purposes of, and as provided in, paragraph (c) of this Section 13 shall constitute notice for purposes of this paragraph (d).

(e) The indemnity provided by this Section 13 hereof shall be in addition to any other liability that the County may otherwise have hereunder, at common law or otherwise, and is provided solely for the benefit of each of the Indemnified Parties and their respective successors, assigns and legal representatives, and no other person shall acquire or have any right under or by virtue of such provisions of this Purchase Agreement.

(f) In the event and to the extent an Indemnified Party is entitled to indemnification from the County pursuant to Section 13(a) above, then the County, to the extent permitted by applicable law, agrees to reimburse such Indemnified Party for any expense (including reasonable fees and expenses of counsel) incurred as a result of producing documents, presenting testimony or evidence, or preparing to present testimony or evidence (based upon time expended by any Indemnified Party at its then current time charges), in connection with any court or administrative proceeding (including any investigation which may be preliminary thereto) arising out of or relating to the offer, issuance or sale of the Bonds.

#### 14. Establishment of Issue Price.

(a) The Underwriter agrees to assist the Authority in establishing the issue price of the Series 2026B Bonds and shall execute and deliver to the Authority at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications,

substantially in the form attached hereto as Exhibit E, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the Authority and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Series 2026B Bonds.

(b) Except as otherwise set forth in Exhibit F attached hereto, the Authority will treat the first price at which 10% of each maturity of the Series 2026B Bonds (the “10% test”) is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). At or promptly after the execution of this Purchase Agreement, the Underwriter shall report to the Authority the price or prices at which it has sold to the public each maturity of the Series 2026B Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Series 2026B Bonds, the Underwriter agrees to promptly report to the Authority the prices at which it sells the unsold Series 2026B Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing has occurred, until either (i) the Underwriter has sold all Series 2026B Bonds of that maturity or (ii) the 10% test has been satisfied as to the Series 2026B Bonds of that maturity, provided that, the Underwriter’s reporting obligation after the date of Closing may be at reasonable periodic intervals or otherwise upon request of the Authority or Bond Counsel. For purposes of this Section, if bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Series 2026B Bonds.

(c) The Underwriter confirms that it has offered the Series 2026B Bonds to the public on or before the date of this Purchase Agreement at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in Schedule A attached to Exhibit E hereto, except as otherwise set forth therein. Exhibit F sets forth, as of the date of this Purchase Agreement, the maturities, if any, of the Series 2026B Bonds for which the 10% test has not been satisfied and for which the Authority and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the Authority to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the “hold-the-offering-price rule”). So long as the hold-the-offering-price rule remains applicable to any maturity of the Series 2026B Bonds, the Underwriter will neither offer nor sell unsold Series 2026B Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (i) the close of the 5th business day after the sale date; or
- (ii) the date on which the Underwriter has sold at least 10% of that maturity of the Series 2026B Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter will advise the Authority promptly after the close of the 5th business day after the sale date whether it has sold 10% of that maturity of the Series 2026B Bonds to the public at a price that is no higher than the initial offering price to the public.

- (d) The Underwriter confirms that:

(i) any selling group agreement and any third-party distribution agreement relating to the initial sale of the Series 2026B Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A) (i) to report the prices at which it sells to the public the unsold Series 2026B Bonds of each maturity allocated to it, whether or not the Closing has occurred, until either all Series 2026B Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% test has been satisfied as to the Series 2026B Bonds of that maturity, provided that, the reporting obligation after the date of Closing may be at reasonable periodic intervals or otherwise upon request of the Underwriter, and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter,

(B) to promptly notify the Underwriter of any sales of Series 2026B Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Series 2026B Bonds to the public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(ii) any selling group agreement relating to the initial sale of the Series 2026B Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Series 2026B Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Series 2026B Bonds of each maturity allocated to it, whether or not the Closing has occurred, until either all Series 2026B Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter or the dealer that the 10% test has been satisfied as to the Series 2026B Bonds of that maturity, provided that, the reporting obligation after the date of Closing may be at reasonable periodic intervals or otherwise upon request of the Underwriter or the dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

(e) The Authority acknowledges that, in making the representations set forth in this section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Series 2026B Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Series 2026B Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2026B Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Series 2026B Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Series 2026B Bonds, including, but not limited to,

its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2026B Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The Authority further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Series 2026B Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2026B Bonds.

(f) The Underwriter acknowledges that sales of any Series 2026B Bonds to any person that is a related party to an underwriter participating in the initial sale of the Series 2026B Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) “public” means any person other than an underwriter or a related party;

(ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the Authority (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2026B Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Series 2026B Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Series 2026B Bonds to the public); and

(iii) a purchaser of any of the Series 2026B Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and

(iv) “sale date” means the date of execution of this Purchase Agreement by all parties.

15. Cost of Issuance. The Cost of Issuance are the Authority’s expenses and shall be paid from the proceeds of the Bonds. A portion of the proceeds of the Bonds estimated to equal the costs of issuance shall be deposited into a fund held by Regions Bank, Atlanta, Georgia, as Costs of Issuance Fund Custodian, and used to pay costs of issuance as directed by the Authority. Costs of issuance shall mean all costs of issuing and selling the Bonds, including, but not limited to, the following: (i) the costs of the preparation, reproduction, printing, distribution, mailing, execution, delivery, filing and recording, as the case may be, of this Purchase Agreement, the Bond Resolution, the Preliminary Official Statement, the Official Statement, the Blue Sky Memoranda (if any) and all other agreements and documents required in connection with the consummation of the transactions contemplated hereby and by the aforementioned documents; (ii) the costs of the

preparation, engraving, printing, execution and delivery of the definitive Bonds; (iii) the fees and disbursements of Bond Counsel, counsel for the Underwriter, counsel for the Authority, counsel for the County, any accountants and any other experts and/or agents retained by the Authority or the County; (iv) the fees of the Registrar and the Paying Agent; (v) any fees charged by any rating agency for the proposed and/or received ratings of the Bonds; (vi) bond insurance premiums (if any), (vii) any fees of the Securities Industry and Financial Markets Association in connection with the issuance of the Bonds; (viii) the cost of qualifying the Bonds and determining their eligibility for investment under the law of such jurisdictions as the Underwriter may designate, including filing fees and fees and disbursements of counsel for the Underwriter in connection with such qualification and determination and the preparation of Blue Sky Memoranda (if any); (ix) the cost of obtaining a CUSIP number assignment for the Bonds; (x) the cost of validation of the Bonds; (xi) the costs of preparing and publishing all advertisements (if any) relating to the Bonds upon commencement of the offering of the Bonds; and (xii) expenses (included in the expense component of the underwriter's discount) incurred on behalf of the Authority's or County's employees, directors or agents which are incidental to implementing this Purchase Agreement, including, but not limited to, meals, transportation, lodging, and entertainment of those employees.

16. No Fiduciary Relationship. Each of the Authority and the County acknowledges and agrees that: (i) the purchase and sale of the Bonds pursuant to this Purchase Agreement is an arm's-length commercial transaction among the Authority, County and the Underwriter, (ii) in connection therewith and with the discussions, undertakings, and procedures leading up to the consummation of this transaction, the Underwriter is and has been acting solely as a principal and is not acting as the agent or fiduciary of the Authority or the County, (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the Authority or the County with respect to the offering contemplated hereby or the discussions, undertakings, and procedures leading thereto (regardless of whether the Underwriter has provided other services or is currently providing other services to the Authority or the County on other matters) and the Underwriter has no obligation to the Authority or the County with respect to the offering contemplated hereby except the obligations expressly set forth in this Purchase Agreement, (iv) the Underwriter has financial and other interests that differ from those of the Authority and the County, and (v) the Authority and the County have consulted their own legal, financial, and other advisors to the extent it has deemed appropriate. The Authority and the County acknowledge that they have received a copy of the required disclosures by the Underwriter pursuant to MSRB Rule G-17.

17. Successors and Assigns. This Purchase Agreement is made solely for the benefit of the Authority, the County and the Underwriter (including their successors or assigns), and no other person shall acquire or have any right hereunder or by virtue hereof. All the representations, warranties and agreements of the Authority and the County shall remain operative and in full force and effect and shall survive delivery of and payment for the Bonds hereunder and regardless of any investigation made by the Underwriter or on its behalf.

18. Notices. Any notice or other communication to be given to the Authority and the County under this Purchase Agreement may be given by delivering the same in writing at its address set forth above, and any notice or other communication to be given to the Underwriter under this Purchase Agreement may be given by delivering the same in writing to:

Raymond James & Associates, Inc.  
Two Buckhead Plaza, Suite 702  
3050 Peachtree Road, NW  
Atlanta, Georgia 30305  
Attention: Tom Owens

19. Governing Law. This Purchase Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.

20. Counterparts This Purchase Agreement may be signed in any number of counterparts, each of which shall be an original, but all of which shall constitute but one and the same instrument.

21. Effective Date. This Purchase Agreement shall become effective upon your acceptance hereof.

Very truly yours,

**RAYMOND JAMES & ASSOCIATES,  
INC.**

By: \_\_\_\_\_  
Authorized Representative

ACCEPTED AND AGREED TO AS OF  
THE DATE FIRST ABOVE WRITTEN:

**VALDOSTA-LOWNDES COUNTY  
INDUSTRIAL AUTHORITY**

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

**LOWNDES COUNTY, GEORGIA**

By: \_\_\_\_\_  
Chairman, Board of Commissioners of  
Lowndes County, Georgia

**SCHEDULE I**

**TERMS OF BONDS**

**EXHIBIT A**

**SUPPLEMENTAL OPINION OF BOND COUNSEL**

June \_\_, 2026

Valdosta-Lowndes County Industrial Authority  
Valdosta, Georgia

Lowndes County, Georgia  
Valdosta, Georgia

Regions Bank,  
as paying agent  
Atlanta, Georgia

Raymond James & Associates, Inc.  
Atlanta, Georgia

Re: \$ \_\_\_\_\_ Valdosta-Lowndes County Industrial Authority Economic  
Development Taxable Revenue Bonds, Series 2026A, and  
\$ \_\_\_\_\_ Valdosta-Lowndes County Industrial Authority Economic  
Development Revenue Bonds, Series 2026B

To the Addressees:

Reference is made to the Bond Purchase Agreement, dated June 9, 2026 (the "Purchase Agreement"), among Lowndes County, Georgia (the "County"), Valdosta-Lowndes County Industrial Authority (the "Authority") and Raymond James & Associates, Inc. (the "Underwriter") providing for the sale to the Underwriter of \$ \_\_\_\_\_ in aggregate principal amount of Valdosta-Lowndes County Industrial Authority Economic Development Taxable Revenue Bonds, Series 2026A (the "Series 2026A Bonds") and \$ \_\_\_\_\_ in aggregate principal amount of Valdosta-Lowndes County Industrial Authority Economic Development Revenue Bonds, Series 2026B (the "Series 2026B Bonds" and, together with the Series 2026A Bonds, the "Bonds"). The Bonds are being issued pursuant to a Bond Resolution, adopted by Valdosta-Lowndes County Industrial Authority on May 1, 2026, as supplemented on June 9, 2026 (collectively, the "Bond Resolution"). In connection with the issuance of the Bonds, the Authority and the County have entered into an Intergovernmental Contract, dated as of June 1, 2026 (the "Contract"), pursuant to which the County agrees to pay to the Authority amounts sufficient to pay the debt service on the Bonds (the "Contract Payments") and to levy an ad valorem

June \_\_\_\_, 2026

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tax on all property in the County subject to such tax, at such rate or rates, limited to two mills per dollar, as may be necessary to pay debt service on the Bonds.

We have acted as Bond Counsel in connection with the issuance and sale of the Bonds. We have reviewed the material in the Official Statement, dated June 9, 2026, relating to the Bonds, set forth under the captions "DESCRIPTION OF THE SERIES 2026 BONDS," "TAX MATTERS," and "APPENDIX D." We have examined the documents and showings referred to in our opinion of even date herewith relating to the Bonds.

Based upon the foregoing and a review of such matters as we have deemed necessary in connection with the rendition of this opinion, it is our opinion that:

1. No registration of the Bonds under the Securities Act of 1933, as amended, and no qualification of the Bond Resolution under the Trust Indenture Act of 1939, as amended, is required in connection with the sale of the Bonds to the public.

2. The statements in the Official Statement under the sections entitled "DESCRIPTION OF THE SERIES 2026 BONDS," "TAX MATTERS," and "APPENDIX D," except for the statement entitled "DESCRIPTION OF THE SERIES 2026 BONDS -- Book-Entry Only System of Registration," are fair summaries of the matters purported to be summarized therein.

3. The obligations of the County to make the Contract Payments required by the Contract when due shall constitute a general obligation of the County for which its full faith and credit are pledged, and the County's obligation to make the Contract Payments required by the Intergovernmental Contract shall be absolute and unconditional so long as the Series 2026 Bonds remain outstanding. The County is obligated to make the Contract Payments and to levy an ad valorem tax (if necessary) on all property in the County subject to such tax, at such rate or rates, limited to two mills per dollar, as may be necessary to produce in each calendar year revenues which will be sufficient to pay the Contract Payments.

We express no further opinion with respect to the accuracy, completeness or sufficiency of the Official Statement or the compliance by the County, the Authority or the Underwriter with any federal or state statute, regulation or ruling with respect to the sale or distribution of the Bonds.

Very truly yours,

POPE FLYNN, LLC

By: \_\_\_\_\_  
a Member

**EXHIBIT B**

OPINION OF DISCLOSURE COUNSEL

June \_\_, 2026

Raymond James & Associates, Inc.  
Atlanta, Georgia

Re: \$ \_\_\_\_\_ Valdosta-Lowndes County Industrial Authority Economic  
Development Taxable Revenue Bonds, Series 2026A, and  
\$ \_\_\_\_\_ Valdosta-Lowndes County Industrial Authority Economic  
Development Revenue Bonds, Series 2026B

To the Addressee:

We have acted as disclosure counsel for Valdosta-Lowndes County Industrial Authority (the "Authority") and Lowndes County, Georgia (the "County") in connection with the issuance of the above-referenced bonds (the "Bonds"). Terms used and not otherwise defined herein shall have the meaning set forth in the Official Statement hereinafter referred to.

In such capacity, we have examined the Preliminary Official Statement, dated May \_\_, 2026 and the Official Statement, dated June 9, 2026 with respect to the Bonds (together, the "Official Statement"), the Bond Resolution, the Intergovernmental Contract, the Bond Purchase Agreement, the Disclosure Certificate and such other documents as we have deemed necessary as a basis for the opinions hereinafter expressed. In all such examinations, we have assumed the conformity to original documents of all documents submitted to us as certified or photostatic copies, the authenticity of all documents submitted to us as original documents and the authenticity of originals of all documents submitted to us as certified or photostatic copies.

In accordance with our understanding with the Authority and the County, we have rendered legal advice and assistance to the Authority and the County in the course of the Authority's and the County's investigation pertaining to, and the Authority's and the County's participation in the preparation of, the Official Statement. Rendering such assistance involved, among other things, discussions and inquiries concerning various legal matters and the review of the documents referred to above. We have also participated in conferences with representatives with the Authority and the County, and their counsel, and representatives of Raymond James & Associates, Inc. (the "Underwriter"), during which the contents of the Official Statement and related matters were discussed and reviewed. The limitations inherent in the independent verification of factual matters and the character of determinations involved in the preparation of the Official Statement are such, however, that we do not assume responsibility for the accuracy, completeness or fairness

June \_\_\_, 2026

Page 2

of the statements contained in the Official Statement.

While we have not otherwise undertaken to verify, and do not pass upon or otherwise assume any responsibility for, the accuracy or completeness of the information contained in the Official Statement, nothing has come to our attention during the course of our representation of you as described above which would lead us to believe that the Official Statement (except for financial statements and notes thereto, and financial and statistical data included in the Official Statement, as to which no view is expressed) contains an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

Based on our review of the Disclosure Certificate, dated as of June 9, 2026 (the “Disclosure Certificate”) and Section 240.15c2-12 of the General Rules and Regulations promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934 (“Rule 15c2-12”), we are of the opinion that the Disclosure Certificate will permit you to comply with clause (b)(5) under Rule 15c2-12 in connection with the primary offering of the Bonds.

We have participated in conferences with your representatives and representatives of the Authority and the County during which the contents of the Preliminary Official Statement and the Official Statement and related matters were discussed and reviewed. The limitations inherent in the independent verification of factual matters and the character of determinations involved in the preparation of the Preliminary Official Statement and the Official Statement are such, however, that we do not assume responsibility for the accuracy, completeness or fairness of the statements contained in the Preliminary Official Statement or in the Official Statement.

On the basis of the information that was developed in the course of the performance of the services referred to above, considered in light of our understanding of the applicable law and the experience we have gained through our practice thereunder, we advise you that nothing came to our attention that caused us to believe that the Preliminary Official Statement or Official Statement (other than the statistical and financial data included therein and the financial statements and related notes and schedules attached thereto as Appendix A, and the information appearing under the captions “DESCRIPTION OF THE SERIES 2026 BONDS - Book-Entry System of Registration” and Appendix A, as to which we express no view) as of the date thereof, contained any untrue statement of a material fact or omitted to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading

This letter is delivered to and for the sole benefit of you as the Underwriter and is delivered solely for your consideration in conjunction with the initial purchase and resale of the Bonds by the Underwriter on or about this date. This letter may not be utilized by the Underwriter for any other purpose whatsoever and may not be quoted or distributed by the Underwriter without our express prior written consent in each instance. No persons other than the Underwriter may rely upon this letter without our express prior written consent. We assume no obligation to review or supplement this letter subsequent to its date, whether by reason of a change in facts or

June \_\_\_\_, 2026  
Page 3

circumstances or a change in current law, by legislative or regulatory action, by judicial decision or for any other reason.

Very truly yours,

POPE FLYNN, LLC

By: \_\_\_\_\_  
a Member

**EXHIBIT C**

OPINION OF COUNTY ATTORNEY

[LETTERHEAD OF ELLIOTT BLACKBURN PC]

\_\_\_\_\_, 2026

Valdosta-Lowndes County Industrial Authority  
Valdosta, Georgia

Lowndes County, Georgia  
Valdosta, Georgia

Raymond James & Associates, Inc.  
Atlanta, Georgia

Regions Bank,  
as paying agent  
Atlanta, Georgia

Pope Flynn, LLC  
Athens, Georgia

Re: \$ \_\_\_\_\_ Valdosta-Lowndes County Industrial Authority Economic  
Development Taxable Revenue Bonds, Series 2026A, and  
\$ \_\_\_\_\_ Valdosta-Lowndes County Industrial Authority Economic  
Development Revenue Bonds, Series 2026B

To the Addressees:

We have acted as counsel for Lowndes County, Georgia (the "County") in connection with the issuance and sale of \$ \_\_\_\_\_ in aggregate principal amount of Valdosta-Lowndes County Industrial Authority Economic Development Taxable Revenue Bonds, Series 2026A (the "Series 2026A Bonds") and \$ \_\_\_\_\_ in aggregate principal amount of Valdosta-Lowndes County Industrial Authority Economic Development Revenue Bonds, Series 2026B (the "Series 2026B Bonds" and, together with the Series 2026A Bonds, the "Bonds"). The Bonds are being issued pursuant to a Bond Resolution, adopted by Valdosta-Lowndes County Industrial Authority on May 1, 2026, as supplemented on June 9, 2026. The Bonds are being issued and sold for the purpose of (i) financing the acquisition, development and improvement one or more economic development projects located in the County (the "Projects"), and (ii) paying all expenses incident to accomplish the foregoing. In connection with the issuance of the Bonds, the Authority and the County have entered into an Intergovernmental Contract, dated as of June 1,

2026 (the "Contract"), pursuant to which the County agrees to pay to the Authority amounts sufficient to pay the debt service on the Bonds and to levy an ad valorem tax on all property in the County subject to such tax, at such rate or rates, limited to two mills per dollar, as may be necessary to pay debt service on the Bonds.

In this connection, we have examined (i) an executed counterpart of the Contract, (ii) the proceedings of the County, including without limitation, the resolution of the County adopted on March 12, 2026, as supplemented on June 9, 2026, relating to the approval of the issuance of the Bonds and the terms thereof and the sale of the Bonds to Raymond James & Associates, Inc. (the "Underwriter"), pursuant to the Bond Purchase Agreement, dated June 9, 2026 (the "Purchase Agreement"), among the County, the Authority and the Underwriter, (iii) an executed counterpart of the Purchase Agreement, (iv) a continuing disclosure certificate executed by the County, dated as of June 9, 2026 (the "Disclosure Certificate") and (v) such other documents and matters of law as we have deemed relevant and necessary in rendering this opinion.

Based on the foregoing examination, we are of the opinion that:

1. The County is a duly created and validly existing political subdivision of the State of Georgia with full power and authority to execute, deliver and perform its obligations under the Contract and the Purchase Agreement.
2. The Contract has been duly authorized, executed and delivered by the County and constitutes the legal, valid and binding obligation of the County enforceable in accordance with its terms.
3. The Purchase Agreement has been duly authorized, executed and delivered by the County and constitutes the legal, valid and binding obligation of the County enforceable against the County in accordance with its terms.
4. The Disclosure Certificate has been duly authorized, executed and delivered by the County and constitutes the legal, valid and binding obligation of the County enforceable against the County in accordance with its terms.
5. The Chairman and Board of Commissioners are the duly elected, qualified and acting governing body of the County.
6. The Chairman and Board of Commissioners have duly approved the issuance of the Bonds and the terms thereof prior to the issuance of the Bonds and have duly approved the financing of the Project.
7. The use and distribution of the Preliminary Official Statement, dated May \_\_\_\_, 2026 (the "Preliminary Official Statement") have been duly authorized by the County. The use, distribution and execution of the Official Statement, dated June 9, 2026 (the

“Official Statement”) have been duly authorized by the County. The Official Statement has been duly executed and delivered by the County.

8. As counsel to the County, we have rendered legal advice and assistance to the County in the course of the financing. Such assistance involved, among other things, discussions and inquiries concerning various legal matters and reviewing documents relating to the offering of the Bonds, including the Preliminary Official Statement and the Official Statement. While we do not pass upon or assume responsibility for the accuracy, completeness or fairness of the statements contained in the Preliminary Official Statement or the Official Statement, we have no reason to believe that any portion of the Preliminary Official Statement or the Official Statement relating to the County (except for the statistical and financial data included therein, as to which no opinion is expressed) contains any untrue statement of a material fact or omits to state a material fact necessary to be stated therein in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

9. Except as disclosed in the Official Statement, to the best of our knowledge after due inquiry with respect thereto, no litigation or other proceedings are pending in any court or other tribunal of competent jurisdiction, state or federal, in any way (a) questioning or affecting the validity of the Contract and the Purchase Agreement or any other documents contemplated thereby; (b) questioning or affecting (i) the organization or existence of the County, (ii) the title to office of the officers thereof, (iii) the federal income tax consequences of issuing or owning the Bonds or of any of the transactions contemplated in connection herewith, (iv) the power or authority of the County to enter into the Contract or the Purchase Agreement, to enter into the transactions contemplated therein and to carry out its obligations thereunder or (v) the payments to be made by the County pursuant to the Contract; or (c) wherein an unfavorable decision, ruling or finding would have a material adverse effect on the financial condition of the County.

10. All consents, governmental or otherwise, required to be obtained prior to the date hereof in connection with the execution, delivery and performance of the Contract, the Disclosure Certificate and the Purchase Agreement, the use and distribution of the Preliminary Official Statement, the use, distribution and execution of the Official Statement; provided, however, no opinion is expressed herein with respect to any “Blue Sky” laws.

11. The execution, delivery and performance of the Contract, the Disclosure Certificate and the Purchase Agreement, the use and distribution of the Preliminary Official Statement, and the use, distribution and execution of the Official Statement do not and will not in any material respect conflict with or constitute on the part of the County a breach of or default under any indenture, mortgage, deed of trust, agreement or other instrument to which the County is a party or any law, public administrative rule or regulation, court order or consent decree to which the County is subject.

June \_\_\_\_, 2026

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12. The enforceability of the Contract and the Purchase Agreement may be subject to bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights heretofore or hereafter enacted and that their enforcement may also be subject to the exercise of judicial discretion in appropriate cases.

Respectfully submitted,

ELLIOTT BLACKBURN PC

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

**EXHIBIT D**

OPINION OF AUTHORITY COUNSEL

[LETTERHEAD OF COLEMAN TALLEY, LLP]

June \_\_, 2026

Valdosta-Lowndes County Industrial Authority  
Valdosta, Georgia

Lowndes County, Georgia  
Valdosta, Georgia

Raymond James & Associates, Inc.  
Atlanta, Georgia

Regions Bank,  
as paying agent  
Atlanta, Georgia

Pope Flynn, LLC  
Athens, Georgia

Re: \$\_\_\_\_\_ Valdosta-Lowndes County Industrial Authority Economic  
Development Taxable Revenue Bonds, Series 2026A, and  
\$\_\_\_\_\_ Valdosta-Lowndes County Industrial Authority Economic  
Development Revenue Bonds, Series 2026B

To the Addresses:

We have acted as counsel for Valdosta-Lowndes County Industrial Authority (the "Authority") in connection with the issuance and sale of \$\_\_\_\_\_ in aggregate principal amount of Valdosta-Lowndes County Industrial Authority Economic Development Taxable Revenue Bonds, Series 2026A (the "Series 2026A Bonds") and \$\_\_\_\_\_ in aggregate principal amount of Valdosta-Lowndes County Industrial Authority Economic Development Revenue Bonds, Series 2026B (the "Series 2026B Bonds" and, together with the Series 2026A Bonds, the "Bonds"). The Bonds are being issued pursuant to a Bond Resolution, adopted by the Authority on May 1, 2026, as supplemented on June 9, 2026 (collectively, the "Bond Resolution"). The Bonds are being issued and sold for the purpose of: (i) financing the acquisition, development and improvement one or more economic development projects located

in Lowndes County, Georgia (the “County”) and (ii) paying all expenses incident to accomplish the foregoing. In connection with the issuance of the Bonds, the Authority and the County have entered into an Intergovernmental Contract, dated as of June 1, 2026 (the “Intergovernmental Contract”), pursuant to which the County agrees to pay to the Authority amounts sufficient to pay the debt service on the Bonds and to levy an ad valorem tax on all property in the County subject to such tax, at such rate or rates, limited to two mills per dollar, as may be necessary to pay debt service on the Bonds.

In this connection, we have examined (i) an executed counterpart of the Contract, (ii) the proceedings of the Authority, including without limitation, the Bond Resolution, relating to the approval of the issuance of the Bonds and the terms thereof and the sale of the Bonds to Raymond James & Associates, Inc. (the “Underwriter”), pursuant to the Bond Purchase Agreement, dated June 9, 2026 (the “Purchase Agreement”), among the County, the Authority and the Underwriter, (iii) an executed counterpart of the Purchase Agreement, (iv) a continuing disclosure certificate executed by the County, dated as of June 9, 2026 (the “Disclosure Certificate”), and (v) such other documents and matters of law as we have deemed relevant and necessary in rendering this opinion.

Based on the foregoing examination, we are of the opinion that:

1. the Authority is a public body corporate and politic of the State of Georgia and, pursuant to the Constitution and Laws of the State of Georgia, has the power and authority to authorize, execute, deliver and perform its obligations under the Contract and the Purchase Agreement.
2. The Bond Resolution has been duly authorized, executed and delivered by the Authority and constitutes the legal, valid and binding obligation of the Authority enforceable against the Authority in accordance with its terms.
3. The Contract and the Purchase Agreement have been duly authorized, executed and delivered by the Authority and constitutes the legal, valid and binding obligations of the Authority enforceable against the Authority in accordance with their terms.
4. The use and distribution of the Preliminary Official Statement, dated May \_\_\_, 2026 (the “Preliminary Official Statement”) have been duly authorized by the Authority. The use, distribution and execution of the Official Statement, dated June 9, 2026 (the “Official Statement”) have been duly authorized. The Official Statement has been duly executed and delivered by the Authority.
5. As counsel to the Authority, we have rendered legal advice and assistance to the Authority in the course of the financing. Such assistance involved, among other things, representing the Authority in discussions and inquiries concerning various legal matters and reviewing documents relating to the offering of the Bonds, including the Preliminary Official Statement and the Official Statement. While we do not pass upon or assume responsibility for the accuracy, completeness or fairness of the statements

contained in the Preliminary Official Statement and Official Statement, we have no reason to believe that the information in the Preliminary Official Statement and the Official Statement under the caption the Authority contains any untrue statement of a material fact or omits to state a material fact necessary to be stated therein in order to make the statement made therein, in light of the circumstances under which they were made, not misleading.

6. Except as disclosed in the Official Statement, to the best of our knowledge after due inquiry with respect thereto, no litigation or other proceedings are pending in any court or other tribunal of competent jurisdiction, state or federal, in any way (a) questioning or affecting the validity of the Contract and the Purchase Agreement or any other documents contemplated thereby; or (b) questioning or affecting (i) the organization or existence of the Authority (ii) the title to office of the officers thereof, (iii) the federal income tax consequences of issuing or owning the Bonds or of any of the transactions contemplated in connection herewith, (iv) the power or authority of the Authority to enter into the Contract or the Purchase Agreement, to enter into the transactions contemplated therein and to carry out its obligations thereunder or (v) the security for the Bonds.

7. All consents, governmental or otherwise, required to be obtained prior to the date hereof in connection with the execution and delivery of the Bonds, the execution, delivery and performance of the Contract and the Purchase Agreement, the use and distribution of the Preliminary Official Statement and the use, distribution and execution of the Official Statement have been obtained; provided, however, no opinion is expressed herein with respect to any "Blue Sky" laws.

8. The execution, delivery and performance of the Contract and the Purchase Agreement, and the use and distribution of the Preliminary Official Statement and the use, distribution and execution of the Official Statement do not and will not in any material respect conflict with or constitute on the part of the Authority a breach of or default under any indenture, mortgage, deed of trust, agreement or other instrument to which the Authority is a party or any law, public administrative rule or regulation, court order or consent decree to which the Authority is subject.

9. The enforceability of the Contract and the Purchase Agreement may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted and that their enforcement may also be subject to the exercise of judicial discretion in appropriate cases.

Respectfully submitted,

COLEMAN TALLEY LLP

By: \_\_\_\_\_  
A Partner

## EXHIBIT E

### FORM OF ISSUE PRICE CERTIFICATE

\$ \_\_\_\_\_ VALDOSTA-LOWNDES COUNTY INDUSTRIAL AUTHORITY  
ECONOMIC DEVELOPMENT REVENUE BONDS, SERIES 2026B

The undersigned, on behalf of Raymond James & Associates, Inc., Atlanta, Georgia (“Raymond James”), on behalf of itself, hereby certifies as set forth below, based upon the information available to it, with respect to the sale and issuance of the above-captioned obligations (the “Bonds”).

1. Sale of the Bonds. As of the date of this Certificate, for each Maturity of the Bonds, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in Schedule A.

2. Defined Terms.

(a) *Issuer* means the Valdosta-Lowndes County Industrial Authority.

(b) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(c) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50% common ownership, directly or indirectly.

(d) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Raymond James’ interpretation of any laws, including specifically §§ 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Non-Arbitrage and Federal Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Pope Flynn, LLC in connection with rendering its opinion that the interest on the Bonds is excludable from gross income for federal income tax purposes, the preparation of the Internal

Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds. Except as expressly set forth above, the certifications set forth herein may not be relied upon or used by any third party or for any other purpose. Notwithstanding anything set forth herein, the Underwriter is not engaged in the practice of law. Accordingly, the Underwriter makes no representation as to the legal sufficiency of the factual matters set forth herein.

RAYMOND JAMES & ASSOCIATES, INC.

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

Dated: \_\_\_\_\_, 2026

SCHEDULE A

**EXHIBIT F**

HOLD THE PRICE MATURITIES

None.

CLERK'S CERTIFICATE

The undersigned Clerk of the Board of Commissioners of Lowndes County, Georgia (the "County") DOES HEREBY CERTIFY that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution adopted by the County, at a meeting open to the public which was duly called and assembled on the 9<sup>th</sup> day of June, 2026, at which meeting a quorum was present and acting throughout, and that the original of the resolution appears in the minute book of the County which is in my custody and control.

WITNESS my hand this 9<sup>th</sup> day of June, 2026.

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Clerk

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Twin Lakes Road Bids, P.I. # 0016280 - Transportation  
Investment Act (TIA)

DATE OF MEETING: June 9, 2026

Work  
Session/Regular  
Session

BUDGET IMPACT: \$2,664,355.90

FUNDING SOURCE:

- Annual
- Capital
- N/A
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: Twin Lakes Road Bids, PI # 0016280

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HISTORY, FACTS AND ISSUES: Twin Lakes Road is a TIA 1 approved project. The project is 1.71 miles long and begins at Loch Laurel Road and ends at State Route 7 (Highway 41 S). The contract time is 365 calendar days. Bids were opened on May 21, 2026, and two (2) bids were received.

- Reames and Son Construction = \$2,664,355.90
- The Scruggs Company = \$3,713,497.24

OPTIONS: 1. Approve Reames and Son Construction as the low bidder and authorize the Chairman to sign the contract.  
2. Redirect.

RECOMMENDED ACTION: Option 1

DEPARTMENT: Engineering

DEPARTMENT HEAD: Chad McLeod

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

TIA-10: Twin Lakes Road

Bid Opening

May 21, 2026

Tabulations

Bidder	Bid Bond	Addendum	Bid Amount
Reames and Son Construction	✓	✓	\$ 2,664,355.90
The Scruggs Company	✓	✓	\$ 3,713,497.24
JWA	✓	NO	N/A