



Houston County Board of Commissioners Meeting

Warner Robins, Georgia

July 16, 2019

6:00 P.M.

HOUSTON COUNTY COMMISSIONERS MEETING
Warner Robins, Georgia
July 16, 2019
6:00 P.M.

Call to Order

Turn Off Cell Phones

Invocation – Commissioner Walker

Pledge of Allegiance – CMSgt. Timothy Wieser, USAF

Recognition of Employee Service: Arthur L. Adams, Jr. – 30 Years
Dorothy W. Harden – 40 Years
Randall K. Banks – 40 Years
Phyllis A. Duncan – 40 years

Approval of Minutes from July 2, 2019

New Business:

1. Personnel Request (Landfill / Equipment Operator) – Commissioner Walker
2. Bad Debt Write-Off (Water Dept. & Landfill) – Commissioner Thomson
3. Land Acquisition (Water Dept. / Frito Lay) – Commissioner Thomson
4. Resolution to Request Sales Tax Information – Commissioner McMichael
5. Street Lights Memorandum of Understanding (Warner Robins) – Commissioner McMichael
6. Contract for Court Fines and Fees Collection Services (State Court Clerk) – Commissioner Robinson
7. Approval of Bills – Commissioner Robinson

Public Comments

Commissioner Comments

Motion for Adjournment

Landfill Superintendent Terry Dietsch is requesting approval to hire James Ray for the vacant Equipment Operator position at a Grade 10-D based on his experience. Staff concurs that Mr. Ray has the necessary experience to qualify for the D-step.

Motion by _____, second by _____ and carried _____ to


- approve
- disapprove
- table
- authorize

hiring Mr. James Ray for the vacant Equipment Operator position in the Landfill at a Grade 10-D effective July 17, 2019.



Houston County Personnel Department

Houston County Board of Commissioners
200 Carl Vinson Parkway
Warner Robins, GA 31088
478/542-2005 (Office) 478/542-2118 (Fax)

To: County Commissioners
From: Kenneth Carter, Director of Personnel 
Date: July 2, 2019
Re: James Ray – Equipment Operator

Terry Dietsch is requesting to hire James Ray at the 10 (D) step or \$33,612.80 for the vacant Equipment Operator position. I have reviewed his experience and request approval to hire at the 10 (D) step effective July 17, 2019.

HOUSTON COUNTY PUBLIC WORKS DEPARTMENT



2018 Kings Chapel Road
Perry, Georgia 31069-2828
(478) 987-4280 • Fax (478) 988-8007

Memo

To : Ken Carter, Personnel
From : Terry Dietsch, Solid Waste Disposal
Date : July 2, 2019
Re : Equipment Operator

A handwritten signature in cursive script, appearing to read "Terry Dietsch".

Please accept this request to hire Mr. James Ray as the equipment operator for Solid Waste Disposal at the landfill. His start date will be July ^{17th} 16, 2019 and he will be a grade 10D based on his experience. This will be pending a drug screening, driver history and Mr. Dunbar's approval.

Thank you in advance.

HOUSTON COUNTY APPLICATION FOR EMPLOYMENT

It is the policy of Houston County to select new employees and to promote current employees without regard to race, sex, religion, national origin, marital status or disability.

INSTRUCTIONS: You must answer all items on this application fully and accurately. The information that you give will be used in determining your qualifications and rating for employment. If an item does not apply to you, or if there is no information to be given, write the letters "N/A" for Not Applicable. **PRINT IN INK OR TYPE.** A resume may be attached **BUT WILL NOT** be accepted in lieu of this application. In order to be assured consideration for employment, your application must be received no later than the closing date of the vacancy announcement.

Position(s) Desired: (1) Heavy Equipment Operator (2) Driver (3) _____ Date: 1-4-19

Full Time Part Time Temporary Salary Desired: 17.00/hr

PERSONAL DATA

Name: Last RAY First James Middle Glenn Social Security Number _____

Address: No. & Street _____ Apt. No. _____ City, State, Zip Perry, GA 31069

Telephone Numbers: _____ Are you between the ages of 17 and 70? Yes No

Home: _____ Business: _____

U. S. Citizen or Permanent VISA Yes No If no, give work permit number: N/A

Have you ever been convicted of a crime other than a minor traffic violation? (A conviction does not automatically exclude you from employment consideration) Yes No If yes, explain on a separate sheet: _____

Do you have a relative working for the county? Yes No If yes, give name(s) and relationship: Bill Ray and Mikie Ray

Have you ever been employed by Houston County? Yes No If yes, give dates, location and job classification: _____

Do you possess a valid motor vehicle Driver's License? Yes No Class CDL Lic No. _____

EDUCATION

	Name and Location	From Mo/Yr	To Mo/Yr	Highest Grade Completed	Did You Graduate	Type Degree	Date Degree Obtained Major or To Be Obtained
High School	<u>Perry middle</u>	<u>8th 1984</u>	<u>5 1986</u>	<u>8</u>	<u>NO</u>		
College(s)							
(Other if Applicable)	<u>Trying to get my GED.</u>						
Graduate School							

MILITARY

Branch of U.S. Service N/A From Mo/Yr. _____ To Mo/Yr. _____ Rank _____

Major Duties: (Explain on separate sheet) N/A

Honorable Discharge: _____ Yes _____ No (If no, explain on separate sheet)

Service Schools or special training (Explain on separate sheet) N/A

Do you have a Reserve Obligation? N/A Yes N/A No (If yes, please describe) _____

EMPLOYMENT HISTORY: Please provide a complete employment history, listing all positions held, including military, part-time, summer, and volunteer. It is most important that you provide exact dates of employment, exact title or position, and detailed description of duties. If you held more than one position with an employer, please treat each position separately. This information will help determine eligibility. If submitting a resume, complete all information except Job Duties.

Were you ever discharged or asked to resign from any position? Yes No May we contact your present employer Yes No

(Begin with your present or most recent employer)

Name of Employer <i>Wheeler Logging</i>		Address <i>Ball st Perry, GA</i>	
Employment Dates (mo/yr) from <i>8 months 2015</i> to _____ / _____	Salary _____ hrs/wk Starting: \$ _____ per <i>Load</i> Present: \$ _____ per <i>Load</i>	Name and Title of Supervisor <i>Jeremy Wheeler</i>	Telephone Number <i>478-217-0065</i>
Position Title <i>Driver</i>		Job Duties <i>Driver and move Equipment and unload it</i>	
Reason for Leaving <i>Still working</i>			

Name of Employer <i>W. B. T.</i>		Address <i>466 Baxley Hwy Hazelhurst, GA</i>	
Employment Dates (mo/yr) from <i>3 months 1 2015</i> to <i>8 months 1 2015</i>	Salary _____ hrs/wk Starting: \$ _____ per _____ Present: \$ _____ per _____	Name and Title of Supervisor <i>Darren</i>	Telephone Number <i>478-396-6961</i>
Position Title		Job Duties <i>Driver</i>	
Reason for Leaving <i>more money</i>			

Name of Employer <i>R. D. S</i>		Address <i>903 Jernigan st Perry, GA</i>	
Employment Dates (mo/yr) from <i>4 months 1 2013</i> to <i>3 months 1 2015</i>	Salary _____ hrs/wk Starting: \$ _____ per _____ Present: \$ _____ per _____	Name and Title of Supervisor <i>Keith</i>	Telephone Number <i>?</i>
Position Title <i>Driver</i>		Job Duties <i>Driver</i>	
Reason for Leaving <i>lost contract / out of business</i>			

REFERENCES

List three references (NOT minors, relatives or former employers) who have known you well during the past few years.

NAME	ADDRESS	OCCUPATION	PHONE NO.	NO. YEARS KNOWN
<i>Richie Webb</i>	<i>104</i>	<i>"</i>	<i>"</i>	<i>Over 20 years</i>
<i>Shane Pountree</i>	<i>"</i>	<i>"</i>	<i>"</i>	<i>Over 20 years</i>
<i>Neil Seamon</i>	<i>"</i>	<i>"</i>	<i>"</i>	<i>Over 20 years</i>

CERTIFICATION AND AUTHORIZATION FOR RELEASE OF INFORMATION

I CERTIFY that the information given by me in this application is true and complete to the best of my knowledge knowing that any false information, misrepresentation, or concealment of fact is sufficient grounds for my application to be rejected or, if employed, my employment terminated.

I UNDERSTAND AND AGREE that all information furnished in this application may be verified by the County. I further understand that any offer of employment may be revoked in the event a drug test, given by the County discloses information on me which is considered disqualifying. I hereby authorize all individuals and organizations named or referred to in this application and any law enforcement organization to give the Houston County Government all information relative to my employment, education and character, and hereby release such individuals, organizations, and Houston County from any liability for any claim or damage which may result.

Signature *James H. Ray* *1-4-19*

Uncollected (bad) debt needs to be written-off for FY2019 for the following departments:

	<u>Bad Debt</u>	<u>Total Revenue</u>
Water System	\$18,756.67	\$7.1 million
Waste Collection (Sanitation)	\$10,126.22	\$2.8 million
Solid Waste Disposal (Landfill)	\$18,887.53	\$3.8 million

Efforts to collect these bad debts will continue.

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

the FY2019 Water Fund debt write-off of \$18,756.67; the Waste Collection (Sanitation) debt write-off totaling \$10,126.22 (\$7,321.59 for routes 10 thru 80 and \$2,804.63 for route 90); and the Solid Waste Disposal (Landfill) debt write-off of \$18,887.53.



**HOUSTON COUNTY
PUBLIC WORKS DEPARTMENT**

2018 Kings Chapel Road
Perry, Georgia 31069
(478) 987-4280 • Fax (478) 988-8007

July 10, 2019

Houston County Board of Commissioners
200 Carl Vinson Parkway
Warner Robins, GA 31088

Dear Commissioners,

For fiscal year 2018-2019, the water system needs to write off \$18,756.67 uncollected debt out of \$7.1 million in revenue.

The waste **collection** department (Sanitation) needs to write off \$7,321.59 uncollectible debt from the 10 through 80 routes and \$2,804.63 uncollectible debt from the 90 route. The waste collection department collected \$2.8 million in revenue during the 2018-2019 fiscal year.

The solid waste disposal department 4530 needs to write off **\$22,785.96** uncollected debt out of \$3.8 million in revenue during the 2018-2019 fiscal year.

Every effort will continue to be made to collect this bad debt. The department goal is not to have any bad debt to write off.

Sincerely,

Robbie Dunbar
Director of Operations

\$ 22,785.96
3,898.43 LESS PENALTIES
500.00 LESS BOND

\$ 18,887.53

In order to acquire land for a potential new well site for the unincorporated area of Houston County the Houston County the Board of Commissioners would like to purchase a tract of land of 6.486 acres from Frito-Lay Inc.

Motion by _____, second by _____ and carried _____ to

- approve
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Chairman Stalnaker to sign the Agreement for Purchase and Sale of Real Property with Frito-Lay Inc. in order to purchase a tract of land of 6.486 acres for a potential new well site for the unincorporated area of Houston County and to further authorize the payment of the purchase price of Sixty Four Thousand Eight Hundred Sixty Dollars (\$64,860.00) and closing costs associated with the purchase. Funds will be drawn from the water fund.

The property is more particularly described as follows:

All that tract or parcel of land lying and being in Land Lot 4 of the Eleventh (11th) Land District of Houston County, Georgia, being more particularly described as a triangular shaped tract of land of 6.486 acres according to a play of survey prepared by Steve Coleman and associates, Inc. , dated May 25, 2007 and revised May 15, 2007, said plat is hereby made a part of this description by reference thereto for all purposes.

LEGAL DESCRIPTION

All that tract or parcel of land being and being in Land Lot 4 of the Eleventh Land District of Houston County, Georgia, containing 6.488 acres, and being more particularly described as follows: Beginning at an iron pin at the northeast corner of subject tract, said point being the northeast corner of "Parcel A" shown on plat in Plat Book 46, Page 15 found in Clerk's Office of Houston County Superior Court; also being the point where the southerly 30' right of way of Bear Branch Road intersects the westerly 100' right of way of Norfolk-Southern Railway Company; Thence along the westerly right of way of said railway a bearing of South 21°15'20" west and a distance of 1,270.05 feet to an iron pin; Thence a bearing of North 89°35'45" west and a distance of 24.98 feet to an iron pin; Thence a bearing of North 01°01'20" East and a distance of 59.68 feet to an iron pin; Thence a bearing of North 00°21'30" East and a distance of 417.08 feet to an iron pin; Thence a bearing of North 00°21'20" East and a distance of 400.31 feet to an iron pin on the southerly right of way of Bear Branch Road; Thence along said right of way a bearing of South 89°32'40" East and a distance of 11.45 feet to an iron pin; Thence continuing along said right of way a bearing of North 86°18'15" East and a distance of 466.92 feet to an iron pin and the POINT OF BEGINNING.

LEGEND

- IRON PIN SET (5/8" REBAR) [Symbol]
- IRON PIN RECOVERED (1/2" REBAR) [Symbol]
- UTILITY PULL [Symbol]
- FIBER OPTIC CABLE MARKER [Symbol]
- EDGE OF PAVEMENT [Symbol]
- RIGHT OF WAY [Symbol]
- CENTER LINE [Symbol]
- PROPERTY LINE [Symbol]
- LAND LOT [Symbol]
- LAND LOT LINE [Symbol]
- LAND DISTRICT LINE [Symbol]
- OVERHEAD UTILITY WIRES [Symbol]
- WIRE FENCE [Symbol]
- MAINLINE RAILROAD TRACK [Symbol]
- FLOOD HAZARD BOUNDARY LINE [Symbol]
- COUNTY LINE [Symbol]
- BUILDING SET-BACK LINE (6-6) [Symbol]

REFERENCE

HOUSTON COUNTY SUPERIOR COURT DEED BOOK	PAGE
952	092
1432	213
2726	232
2931	007
1120	605
PLAT BOOK	PAGE
65	275
19	162
46	015

Statement of Encroachments

(A) Fence encroaches onto public right of way of Bear Branch Road by 4.5 feet.

(B) Fence encroaches onto neighbor property by 2.0 feet.

Notes corresponding to Sections B-S as follows:

(10) 20' wide right of way easement to Frito-Lay, Inc. Membership Corporation recorded in Deed Book 1120, Page 608 is confirmed on overhead electric service wires running from Bear Branch Road to dwelling shown hereon.

10: CON-REAL, INC. AND FRITO-LAY, INC.

It is to certify that this map or plat and the survey to which it refers were made in accordance with the Minimum Standards for Professional Land Surveyors "Title Survey" promulgated and adopted by G.S. and G.S.P. in 2005 and includes Items 1, 2, 3, 4, 5, 9, 10, 11, 14, 15, 9, 16 of Item 2 thereof. Paragraphs in the Agency's regulations adopted by G.S. and G.S.P. which do not affect the nature of this certification, promulgated before the date that in my professional opinion, as a land surveyor registered in the State of Georgia, the map or plat was prepared, are hereby adopted and agreed to by me, the land surveyor.

S. J. Taylor
Date

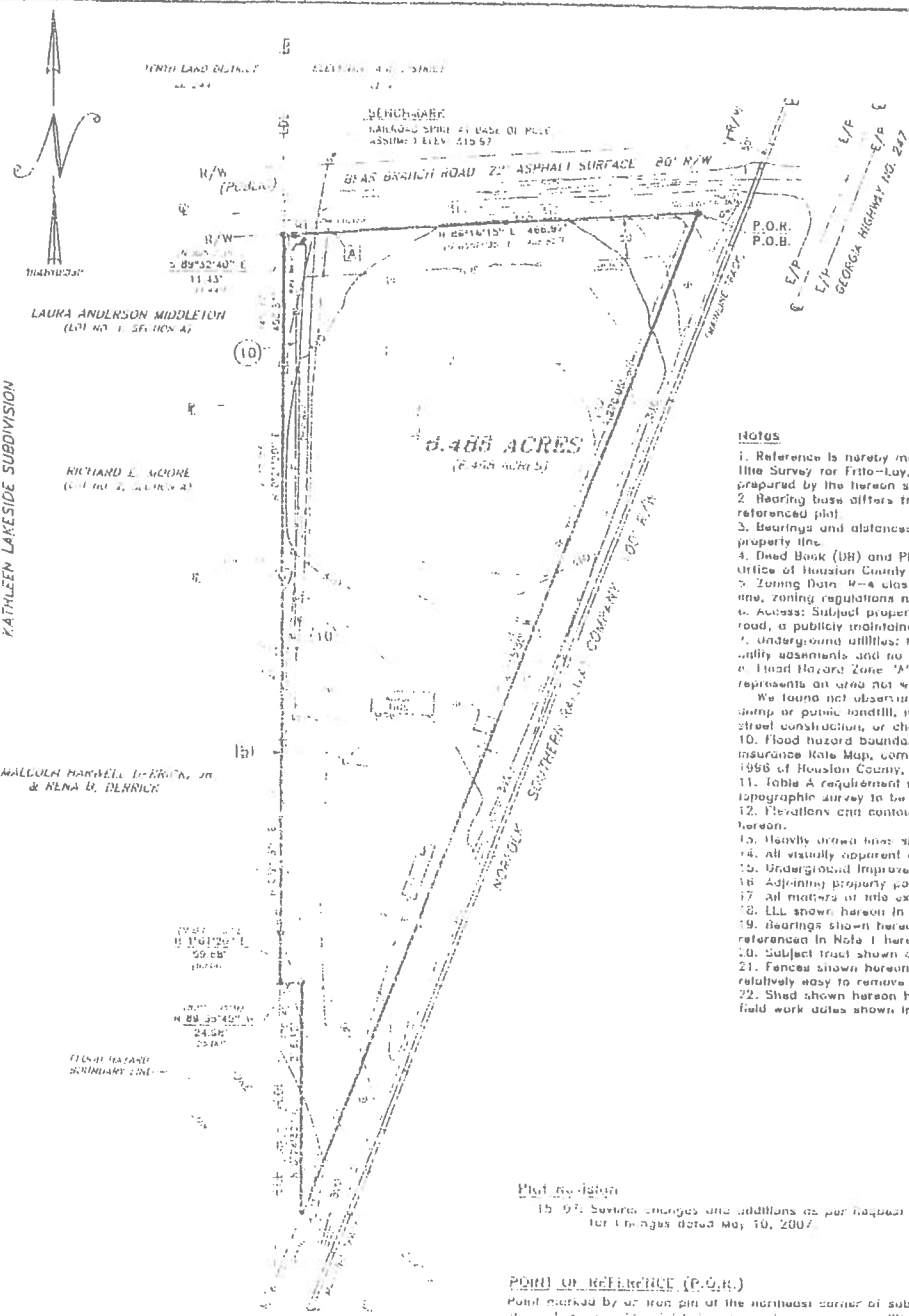
Steven A. Coleman
Steven A. Coleman, G.S. No. 2654

TOTAL AREA: 6.488 ACRES
AN ALTA/ACSM LAND TITLE SURVEY FOR
CON-REAL, INC. & FRITO-LAY, INC.
CON-REAL, INC.: 1900 BALLPARK WAY, SUITE 110, ARLINGTON, TX 76010
SUBJECT PROPERTY ADDRESS: 104 BEAR BRANCH ROAD, PERRY, GEORGIA

LAND LOT 4; ELEVENTH LAND DISTRICT
HOUSTON COUNTY, GEORGIA
FIELD WORK: 4-18-07 TO 5-14-07
PLAT: MAY 15, 2007
SCALE: 1" = 60'
TWO FOOT CONTOUR INTERVAL

DR. JAMES G. COLEMAN
STEVEN A. COLEMAN, G.S. No. 2654
PLAT NO. 47-225-10

STEVE COLEMAN & ASSOCIATES, INC.
P. O. BOX 602, THE E. JOHNSTON STREET
FOURSYTH, GEORGIA 31029
PHONE: 478-992-0000 FAX: 478-902-0070
MEMBER: NATIONAL SURVEYING SOCIETY OF AMERICA



Notes

1. Reference is hereby made to that certain plat of survey entitled "An ALTA/ACSM Land Title Survey for Frito-Lay, Inc.", dated January 15, 2007, being plat no. 06-2198A, and prepared by the hereon signed surveyor.
2. Bearing base differs from record plat because subject tract has been related to above referenced plat.
3. Bearings and distances of reference plat are shown hereon in parentheses on each property line.
4. Deed Book (DB) and Plat Book (PB) references shown hereon are found in the Clerk's Office of Houston County Superior Court.
5. Zoning Data: R-4 classification, set-backs: Front-50', Rear 25', Side 8' for interior lot line, zoning regulations not clear regarding set-back along railroad right of way.
6. Access: Subject property is accessed by its frontage and driveway on Bear Branch Road, a publicly maintained road.
7. Underground utilities: No information was furnished to this surveyor regarding underground utility easements and no observable evidence was found.
8. Flood Hazard Zone "A" represents an area within the 100 year flood hazard; Zone "X" represents an area not within a flood hazard according to map referenced in Note 10.
9. We found no observable evidence that subject property is being used as a solar waste dump or public landfill, no observable evidence of recent earthmoving or construction, street construction, or changes in street rights of way.
10. Flood hazard boundary line shown hereon was scaled and plotted from FEMA Flood Insurance Rate Map, community panel no. 130247-0175-B, revised date December 5, 1996 of Houston County, Georgia.
11. Table A requirement no. 5 was not checked, but request was made by CON-REAL for topographic survey to be performed on this tract.
12. Elevations and contours are relative to data found on plat referenced in Note 1 hereon.
13. Havels shown hereon shown hereon contain boundaries of subject tract.
14. All visually apparent encroachments and easements shown hereon.
15. Underground improvements not shown hereon unless noted.
16. Adjoining property possessed by hereon labeled parties now or formerly.
17. All matters of title excepted.
18. LLL shown hereon in approximate apparent location.
19. Bearings shown hereon have been related to match bearing network found on plat referenced in Note 1 hereon.
20. Subject tract shown on Houston County Tax Assessor Map 129 as being parcel D.
21. Fences shown hereon are single or multi strand electric wire fences and are relatively easy to remove or relocate.
22. Shed shown hereon has been demolished or moved at some point between field work dates shown in title block.

Plat Revision
15-97: Bearing changes and additions as per request for changes dated May 10, 2007.

POINT OF REFERENCE (P.O.R.)

Point marked by an iron pin at the northeast corner of subject tract shown hereon, said point being the northeast corner of "Parcel A" shown on plat in Plat Book 46, Page 15 (see "Reference" hereon).

EQUIPMENT AND CLOSED INFORMATION
THE FIELD DATA UPON WHICH THIS PLAT IS BASED WAS OBTAINED AND DERIVED FROM LINEAR AND ANGULAR MEASUREMENTS USING A TOPCON GTS-113, HAS A CLOSURE PRECISION OF ONE FOOT IN 62,877 FEET, AN ANGLE ERROR OF 3" PER ANGLE POINT, AND WAS ADJUSTED USING THE COMPASS RULE METHOD. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE TO WITHIN ONE FOOT IN 100,126 FEET.

PLAT CERTIFICATION

I CERTIFY THAT IN MY OPINION THIS PLAT IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED IN ACCORDANCE WITH MINIMUM STANDARDS AND REQUIREMENTS IN GEORGIA LAW. THIS PLAT IS A FURNISHED COPY OF THE ORIGINAL AND IF THIS IS A DUPLICATE COPY AND R.L.S. HAS SIGNED HIS NAME IN BLACK INK ABOVE HIS SEAL.



KATHLEEN LAKESIDE SUBDIVISION

LAURA ANDERSON MIDDLETON
(LOT 101 & 102, BLOCK 4)

RICHARD E. MOORE
(LOT 101 & 102, BLOCK 4)

MALLORY MARVELL B. BRUNN JR.
& KENA B. DENRICK

WAS 11
E 170°12'01" L
59.68'
104.43'

WAS 11
N 89°35'45" E
24.98'
29.84'

FLOOD HAZARD BOUNDARY LINE

**AGREEMENT FOR PURCHASE AND SALE
OF REAL PROPERTY**

AND

ESCROW INSTRUCTIONS

FOR OFFICE USE ONLY:	
TO: Escrow Holder:	_____
RE: Escrow No. _____	
Date of Opening of Escrow: _____	Closing Date By: _____

This Agreement for Purchase and Sale of Real Property and Escrow Instructions (the "**Agreement**"), dated as of the latest date of execution shown on the signature page hereto (the "**Effective Date**"), by and between **FRITO-LAY INC., a Delaware corporation** ("**SELLER**"), and **BOARD OF COMMISSIONERS OF HOUSTON COUNTY** ("**BUYER**"), with reference to the following:

RECITALS:

SELLER is the owner of a fee estate in that certain real property located in Houston County, Georgia, the legal description of which is described in **Exhibit A** attached hereto and by this reference incorporated herein, subject to revision based upon the survey (defined in Section 4.1 below) together with all rights and easements appurtenant thereto; and those contracts, agreements, plans and specifications, warranties, guaranties, licenses, permits, entitlements, governmental approvals and certificates of occupancy that specifically relate to the real property, if any (the "**Intangible Personal Property**"), (each individually, and collectively, the "**Property**"); and

SELLER desires to sell the Property to BUYER and BUYER desires to purchase the Property from SELLER, all on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, with reference to the foregoing Recitals which are incorporated herein by this reference, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

I. PURCHASE AND SALE OF PROPERTY; PURCHASE PRICE

Subject to the terms and conditions of this Agreement, SELLER agrees to sell to BUYER, and BUYER agrees to purchase from SELLER, the Property for a purchase price (the "**Purchase Price**") to be calculated as the product of \$10,000 times the number of acres comprising the Property as shown on the Survey, payable in cash at the Closing (as defined below). BUYER acknowledges that BUYER has inspected and examined all factors concerning the Property and hereby affirms that the Purchase Price paid at Closing shall reflect an "AS IS" condition of the

Property. Upon the close of Escrow (defined in Section 2.1 below), BUYER shall conclusively be deemed to have released SELLER from all responsibility relating to the Property, and to have accepted the Property in its condition, "AS IS," without warranty express or implied, except as may be provided in Article IX and any warranty contained in the deed to be provided by SELLER at Closing.

II. OPENING OF ESCROW; DEPOSIT

2.1 Opening of Escrow

Within five (5) business days after the execution of this Agreement by BUYER and SELLER, an executed original of this Agreement shall be deposited with Stewart Title company, 1717 Main Street, Suite 3500, Dallas, Texas 75201, Attn: Jeremy Reed, Vice President, (214) 220-2060 direct, (214) 481-6714 fax, Jeremy.reed@stewart.com ("**Escrow Holder**") in order to open an escrow (the "**Escrow**") to complete the purchase and sale herein contemplated. By such deposit, Escrow Holder is hereby authorized and instructed to act in accordance with the provisions of this Agreement which shall constitute Escrow Holder's Escrow Instructions.

Escrow shall be deemed to have been opened on the date that a fully-executed original of this Agreement is received by Escrow Holder (the "**Opening of Escrow**") and, upon receipt thereof, Escrow Holder shall advise BUYER and SELLER of said date. In addition, BUYER and SELLER agree to execute, deliver and be bound by any reasonable or customary supplemental escrow instructions of Escrow Holder or other instruments as may be reasonably required by Escrow Holder in order to consummate the transaction contemplated herein.

2.2 Deposit by BUYER

Concurrently with Opening of Escrow, BUYER shall deposit with Escrow Holder an earnest money deposit by wire transfer or in the form of a certified or cashier's check in the amount of **\$5,000.00** (the "**Escrow Deposit**"), which Escrow Deposit shall be applicable to the Purchase Price upon the Closing (as defined below).

2.3 Independent Contract Consideration

BUYER shall, concurrent with its delivery of this Agreement, deliver to Escrow Holder, by check or wire transfer, the amount of ONE HUNDRED AND NO/100 DOLLARS (\$100.00) (the "**Independent Contract Consideration**"), which amount SELLER and BUYER agree has been bargained for as consideration for SELLER's execution and delivery of this Agreement and BUYER's right to inspect the Property, pursuant to Section 4.2 hereof. Additionally, to the extent that this Agreement is construed as an option agreement, such option granted BUYER is, as a result of BUYER's payment of the Independent Contract Consideration, irrevocable, and SELLER shall not terminate said option without the prior written consent of BUYER. The Independent Contract Consideration is in addition to, and independent of, any other consideration or payment provided for in this Agreement and is non-refundable in all events. Escrow Holder shall forward the Independent Contract Consideration to SELLER upon the earlier to occur of (i) the Closing, (ii) termination of this Agreement by either party hereto, or (iii) request by SELLER. Notwithstanding anything contained in this Agreement to the contrary, at the Closing, BUYER shall receive a credit against the Purchase Price for the Independent Contract Consideration.

III. TERMINATION OF AGREEMENT; CANCELLATION OF ESCROW

3.1 Termination and Cancellation

If BUYER disapproves any condition referred to in this Agreement within the applicable time period and in the manner set forth in this Agreement, all obligations of the parties under this Agreement shall terminate and neither party shall have any further obligation to the other under this Agreement (except with respect to obligations expressly identified within this Agreement as continuing after expiration or earlier termination). In such event, Escrow Holder shall return all funds (after deducting its charges, if its charges are to be borne by the party depositing such funds) and documents then in Escrow to the party entitled to same, and each party shall promptly return all documents in the possession of such party to the other party.

3.2 Remedies

BUYER AND SELLER AGREE THAT IF BUYER FAILS TO PERFORM THE OBLIGATIONS AND RESPONSIBILITIES AS AND WHEN REQUIRED BY THIS AGREEMENT, SUCH FAILURE SHALL CONSTITUTE A MATERIAL DEFAULT BY BUYER AND SHALL VEST IN SELLER THE RIGHT TO (A) TERMINATE THIS AGREEMENT AND THE ESCROW BY GIVING WRITTEN NOTICE OF TERMINATION TO BUYER AND ESCROW HOLDER, AND (B) SEEK SUCH REMEDIES AS ARE AVAILABLE AT LAW OR IN EQUITY. IF SELLER DEFAULTS UNDER THIS AGREEMENT, BUYER'S SOLE REMEDY SHALL BE THE CHOICE OF EITHER: (A) TO TERMINATE THIS AGREEMENT, IN WHICH EVENT, SELLER SHALL REIMBURSE TO BUYER ITS ACTUAL, DOCUMENTED OUT OF POCKET COSTS AND EXPENSES INCURRED IN CONNECTION WITH THIS TRANSACTION TOGETHER WITH THE COSTS AND EXPENSES INCURRED BY BUYER AS DESCRIBED IN SECTION 16.14; OR (B) THE RIGHT OF SPECIFIC PERFORMANCE. BUYER SHALL HAVE NO RIGHT TO SEEK ANY TYPE OF DAMAGES. BUYER AND SELLER, BY THEIR INITIALS BELOW, HEREBY SPECIFICALLY APPROVE AND AGREE TO THIS SECTION.

BUYER's Initials

SELLER's Initials

IV. CONDITIONS PRECEDENT TO BUYER'S PERFORMANCE

BUYER's obligation to purchase the Property is subject to the satisfaction of all the conditions set forth below within the time periods specified. If any of these conditions are not satisfied within the stated applicable time period, BUYER may terminate this Agreement and cancel the Escrow under Section 3.1 above. BUYER may waive, in writing, any or all of the conditions, in whole or in part, without prior notice to SELLER.

4.1 Approval of Title and Survey. SELLER shall: (a) cause Escrow Holder to furnish BUYER a title commitment for the Property (the "**Commitment**"), accompanied by copies of all documents of record referred to in such commitment; and (b) provide BUYER a copy of the latest survey of the Property in the possession of SELLER (the "**Survey**"), if any. SELLER or BUYER shall have the right to (a) update and modify the Survey or if SELLER does not have the Survey in its possession, (b) to order a new Survey made to BUYER'S specifications. In either case, the costs associated therewith shall be allocated as provided in Section 8.3 below. The Commitment, documents of record and Survey, if any (as it may be so modified by Buyer) are collectively referred to herein as the "**Title Due Diligence Items.**" SELLER shall provide BUYER a copy of the Survey, if any, and the Title Commitment within five (5) business days after execution of this Agreement.

4.1.1. BUYER shall have until 11:59 p.m. on the day that is five (5) business days prior to the expiration of the Inspection Period (as defined in Section 4.2, below) (the "**Title/Survey Review Date**") to examine the Title Due Diligence Items. In the event BUYER is not satisfied with any survey or title matters, BUYER shall, on or prior to the Title/Survey Review Date, notify SELLER

in writing (the “**Objection Notice**”) specifying any objections to matters disclosed by the Title Due Diligence Items (collectively, the “**Objections**”). If BUYER fails to deliver the Objection Notice on or before the Title/Survey Review Date, BUYER shall be deemed to have waived any objection to those matters disclosed by the Title Due Diligence Items and all such matters shall thereupon be deemed to be Permitted Exceptions (as defined below). SELLER shall have until 5:00 p.m. on the date of the third (3rd) business day following the Objection Notice to give BUYER written notice (“**Seller’s Title Response**”) as to whether SELLER elects to use commercially reasonable efforts to cure the Objections. If SELLER fails to timely give SELLER’s Title Response, SELLER shall be deemed to have elected not to attempt to cure the Objections. If SELLER elects or is deemed to have elected not to attempt to cure any one or more of the Objections (the “**Non-Cure Objections**”), then, with respect thereto, BUYER shall deliver written notice to SELLER and Escrow Holder (the “**Title Notice**”) on or before the end of the Inspection Period (as defined below) electing to either: (i) proceed to Closing and accept the title to the Property “as-is” subject to such Non-Cure Objections (which shall thereupon be deemed to be Permitted Exceptions), without adjustment to the Purchase Price; or (ii) terminate this Agreement prior to the expiration of the Inspection Period in accordance with Section 4.2, below, whereupon the parties hereto shall have no further liability hereunder except for any obligations that expressly survive the termination of this Agreement in accordance with the terms hereof. Notwithstanding the foregoing, SELLER shall remove on or before Closing (but may use proceeds from Closing do to so) any and all mortgages on the Property and any and all mechanic lien claims on the Property to the extent such claims are not attributable to BUYER or any party claiming by, through or under BUYER.

4.1.2 The Property shall be conveyed subject to the following matters, which are hereinafter referred to as the “**Permitted Exceptions**”: (a) those matters that either are not objected to in writing within the time periods provided in Sections 4.1.1 or if objected to in writing by BUYER, are those which SELLER has elected not to remove or cure, or has been unable to remove or cure, and subject to which BUYER has elected or is deemed to have elected to accept the conveyance of the Property; (b) the lien of all ad valorem real estate taxes and assessments not yet due and payable as of the Closing Date (as defined in Section 8.1), subject to adjustment as herein provided; and (c) local, state and federal laws, ordinances or governmental regulations, including but not limited to, building and zoning laws, ordinances and regulations, now or hereafter in effect relating to the Property. For the avoidance of doubt, “Permitted Exceptions” will be deemed to exclude all mortgages and mechanics’ liens to the extent such mechanics’ liens are not attributable to BUYER or any party claiming by, through or under BUYER.

4.2 Inspection Period (Intentionally Deleted)

4.3 Confidentiality

Unless SELLER specifically and expressly otherwise agrees in writing, BUYER agrees that (a) the results of all inspections, analyses, studies and similar reports relating to the Property prepared by or for BUYER utilizing any information acquired in whole or in part through the exercise of BUYER’s inspection rights (true and complete copies of which shall be provided by BUYER to SELLER upon SELLER’s request); and (b) all information (the “**Proprietary Information**”) regarding the Property of whatsoever nature made available to BUYER by SELLER or SELLER’s agents or representatives (contained within SELLER’s Due Diligence Materials or otherwise), is confidential and shall not be disclosed to any other person except those assisting BUYER with the transaction, or BUYER’s lender, if any, and then only upon BUYER making such persons aware of the confidentiality restriction and procuring such persons’ agreement to be bound hereby. BUYER agrees not to use, or allow to be used, any such information for any purpose other

than to determine whether to proceed with the contemplated purchase, or if same is consummated, in connection with the operation of the Property post-closing. Further, if Closing does not occur for any reason whatsoever, BUYER agrees to return to SELLER, or cause to be returned to SELLER, all Proprietary Information. The provisions of this Section 4.3 shall survive any termination of this Agreement.

4.4 Delivery of Documents

SELLER shall have executed, acknowledged (if required) and delivered all documents and instruments required of SELLER to Escrow Holder, as provided in this Agreement.

4.5 SELLER's Delivery of Specified Documents

To the extent such items are in SELLER's possession or control, SELLER shall provide to BUYER the following within 10 business days after the Effective Date (to the extent not previously provided): (i) a copy of the existing environmental reports with respect to the Property, which are in SELLER's possession, (ii) a copy of the most recent real estate tax bill for the Property, (iii) copies of all soil compaction reports and topographical surveys, which are in SELLER's possession, and (iv) copies of all books, records and other reports in Seller's possession or control relating to the use, occupancy, condition and maintenance of the Property ("**SELLER's Due Diligence Materials**").

4.6 Service Contracts

Unless otherwise instructed in writing by BUYER, SELLER shall, at SELLER's sole cost and expense, terminate all Service Contracts (including any property management agreement affecting the Property) effective as of the Closing Date.

4.7 Approval by SELLER'S Management

The obligations of SELLER under this Agreement are contingent on SELLER receiving from SELLER'S management, prior to the Closing Date, approval of the transaction contemplated hereby. If SELLER fails to notify BUYER prior to the expiration of the Inspection Period that SELLER has received such approvals, this Agreement shall terminate, and neither party shall have the further rights, obligations, or liabilities hereunder except with respect to obligations expressly identified within this Agreement as continuing after expiration or earlier termination.

V. Condition of "AS IS" Property

To the maximum extent permitted by applicable law and except for SELLER's representations and warranties in Article IX hereof and any warranty contained in the deed to be provided by SELLER at Closing, BUYER acknowledges that BUYER is purchasing the Property on an "AS IS" basis, with all faults and problems of any kind and nature, known or unknown, patent or latent, of a physical or legal concern, or otherwise; that the Purchase Price reflects the existing condition of the Property and that any damage or detriment BUYER may suffer by reason thereof is fully compensated for by the Purchase Price. BUYER acknowledges that SELLER's duty to maintain the Property to the Closing (as defined below) shall be to the extent and in the manner consistent with SELLER's current practices.

VI. INTENTIONALLY OMITTED

VII. CONDITIONS PRECEDENT TO SELLER'S PERFORMANCE

SELLER's obligation to sell the Property is subject to the satisfaction of all the conditions set forth below, within the time periods specified. SELLER may waive, in writing, any or all of the conditions, in whole or in part, without prior notice to BUYER.

7.1 Delivery of Documents

BUYER shall have executed, acknowledged (if required) and delivered all monies, documents and instruments to Escrow Holder, as provided in this Agreement, including (but not limited to) counterparts, if any, of all documents identified in Section 8.6, below.

7.2 Approvals by BUYER

BUYER shall have timely approved or waived the conditions to BUYER's performance, as described in Article IV above.

VIII. CLOSING OF ESCROW

8.1 Closing Date

As a material part of the consideration for BUYER's execution of this Agreement, SELLER hereby agrees that the closing of Escrow and the consummation of the transactions contemplated by this Agreement (the "**Closing**") shall take place on a mutually agreed upon business day not later than the fifteenth (15th) day following the date upon which BUYER shall have obtained the necessary approval for the purchase of the Property upon the terms set forth in this Agreement, **TIME BEING OF THE ESSENCE** (the "**Closing Date**").

8.2 Demands

Escrow Holder is hereby authorized and instructed to (a) obtain demands for payment of any recorded liens against the Property and (b) to pay such demands and secure the release of such liens at the Closing out of the funds deposited into Escrow by SELLER or BUYER.

8.3 Allocation of Costs and Expenses

The expenses of Escrow Holder and costs and expenses of consummating the transaction contemplated in this Agreement shall be paid in the following manner:

8.3.1 By BUYER

BUYER shall pay (a) the cost of recording SELLER's deed of conveyance to BUYER; (b) the cost of recording any instrument related to BUYER's financing, if any; (c) real property taxes, assessments and personal property taxes as prorated based upon the 2019 tax information; (d) one-half (1/2) of the Escrow Holder's fee; (e) one-half (1/2) of the cost of updating and modifying the Survey or one-half (1/2) of the cost of the New Survey, as applicable; and (f) BUYER'S attorneys fees relating to this transaction (subject to Section 16.6).

8.3.2 By SELLER

SELLER shall pay (a) the costs of the Owner's Policy of Title Insurance referred to in Section 8.7 below; (b) any other expense associated with the Property to the Closing Date; (c) the proration of real property taxes, assessments and personal property taxes with respect to the Property based upon the 2019 tax information; (d) one-half (1/2) of the Escrow Holder's fee; (e) any applicable transfer taxes; (f) one-half (1/2) of the cost of updating and modifying the Survey

or one-half (1/2) of the cost of the New Survey, as applicable; and (g) SELLER'S attorneys fees relating to this transaction (subject to Section 16.6).

8.3.3 All prorations for taxes and rent shall be made as of 12:01 a.m. on the Closing Date on the basis of a 365 day year. Any other costs or expenses, shall be allocated between and charged to BUYER and SELLER in accordance with local custom.

8.3.4 If any errors or omissions are made regarding adjustments and prorations as aforesaid, the parties shall make the appropriate corrections promptly upon the discovery thereof. If any estimations are made at the Closing regarding adjustments or prorations, the parties shall make the appropriate correction promptly when accurate information becomes available. Any corrected adjustment or proration shall be paid in cash to the party entitled thereto.

8.4 Allocation of Costs If Escrow Fails To Close

In the event Escrow fails to close because of the failure of BUYER to comply with its obligations hereunder, the cost of the Commitment and any Escrow cancellation charges shall be paid by BUYER. In the event Escrow fails to close because of the failure of SELLER to comply with its obligations hereunder, such costs shall be paid by SELLER. In the event Escrow shall fail to close for any other reason, the cost of the Commitment shall be paid by BUYER and any Escrow cancellation charges shall be divided equally between the parties.

8.5 Deposits by BUYER Into Escrow

At least one (1) business day prior to the Closing, BUYER shall deposit with Escrow Holder the balance of the Purchase Price in funds acceptable to Escrow Holder for immediate credit towards payment of the Purchase Price, and any additional funds or documents as may be necessary to comply with this Agreement.

8.6 Deposits by SELLER Into Escrow

At least three (3) business days prior to the Closing, SELLER shall deposit with Escrow Holder the following items:

8.6.1 The special warranty deed sufficient to convey the Property to BUYER, duly executed, acknowledged and substantively in the form attached hereto as **Exhibit C** ("Deed"), revised as necessary to be in recordable form;

8.6.2 A duly executed certificate of SELLER (the "**SELLER's Closing Certificate**") updating the representations and warranties contained in Article IX hereof in the form attached hereto as **Exhibit D**;

8.6.3 An affidavit which satisfies the requirements of Section 1445 of the Internal Revenue Code, as amended (the "**FIRPTA Affidavit**") for the Property in the form attached hereto as **Exhibit E**;

8.6.4 A duly executed general assignment of all intangible property related to the ownership, use or operation of the Property (the "**General Assignment**") in the form attached hereto as **Exhibit F**;

8.6.5 Such seller's affidavits or undertakings acceptable to Escrow Holder as it may require to issue the Policy of Title Insurance;

8.6.6 All books and records relating to the use, occupancy, and maintenance of the Property, if any;

8.6.7 Fully executed counterparts of an agreed upon closing and proration statement (the "**Closing Statement**");

8.6.8 A fully executed counterpart of the Real Estate Transfer Tax Declaration or Return, if any, applicable in the State in which the Property is situate, if applicable; and

8.6.9 Such other instruments and documents as may be reasonably requested by Escrow Holder or BUYER and are reasonably required to transfer the Property to BUYER in accordance with this Agreement.

8.7 Policy of Title Insurance

If requested by BUYER in writing to SELLER, at the Closing, Escrow Holder shall deliver to BUYER, at SELLER'S sole cost, an ALTA 2006 extended Owner's Policy of Title Insurance (the "**Policy of Title Insurance**") in the amount of the Purchase Price insuring title vested in BUYER as of the Closing Date, free of encumbrances, subject only to the Permitted Exceptions, with full extended coverage over all general exceptions, and containing, if available, an endorsement insuring against violations of state or local subdivision laws or ordinances and such other endorsements as BUYER may reasonably require.

8.8 Disbursement and Other Actions By Escrow Holder

Upon the Closing, Escrow Holder shall promptly undertake all of the following in the manner herein below indicated:

8.8.1 Cause the Deed and any other instruments which the parties so direct to be recorded in the Official Records of the county and state governing the Property.

8.8.2 Disburse all funds deposited with Escrow Holder by BUYER in payment of the Purchase Price for the Property as follows:

A) Deduct therefrom all items chargeable to the account of SELLER pursuant hereto;

B) The remaining balance of the funds so deposited by or for the account of BUYER shall be disbursed to SELLER promptly upon the Closing.

8.8.3 Deliver the Policy of Title Insurance to BUYER.

IX. REPRESENTATIONS AND WARRANTIES OF SELLER

9.1 Operating Covenants.

Prior to the Closing, SELLER shall keep and maintain the Property in a manner consistent with its current practices and applicable legal requirements, and shall not, without the prior written consent of BUYER (not to be unreasonably withheld or delayed), do any of the following with respect to the Property:

(a) Enter into any lease or other contract that will not be fully performed by SELLER on or before the Closing Date.

(b) Sell, assign or create any right, title or interest whatsoever in or to the Property (including any so called "back-up contract) or create or permit to exist any lien, encumbrance or charge thereon, other than liens or encumbrances noted in the Title Commitment.

(c) Take any action, or omit to take any action, which action or omission would knowingly have the effect of violating any of the representations and warranties of SELLER contained in the contract.

(d) Rezone, plat, restrict or encumber, or permit to be rezoned, platted, restricted or encumbered, any portion of the Property; grant any licenses, easements, or other uses affecting any portion of the Property; permit any mechanic's or materialmen's lien to attach to any portion of the Property; place or permit to be placed on, or remove or permit to be removed from, the Property any buildings, structures or other improvements of any kind; or excavate or permit the excavation of the Property or any portion thereof.

9.2 SELLER Representations.

SELLER represents and warrants to BUYER as follows, which representations and warranties shall be deemed to have been remade on the Closing Date that, to the best of SELLER's knowledge:

(a) No Litigation. SELLER has received no summons regarding, and there is no litigation pending or, to the best of SELLER's knowledge and except as may be disclosed within SELLER's Due Diligence Materials or as would be disclosed by a search of applicable public records, threatened, against the Property or SELLER'S interest therein, including, without limitation, proceedings for or involving collections, condemnation, eminent domain, alleged environmental or zoning violations, or personal injuries or property damage alleged to have occurred on the Property or by reason of the condition, use of, or operations on, the Property.

(b) Zoning. Seller is not in receipt of any pending or threatened requests, applications or proceedings to alter or restrict the zoning or other use restrictions applicable to the Property.

(c) Eminent Domain. To the best of SELLER's knowledge, except as may be disclosed within SELLER's Due Diligence Materials or as would be disclosed by a search of applicable public records, there is no pending or threatened condemnation or eminent domain proceeding against the Property.

(d) Bankruptcy or Debt of SELLER. SELLER has not made a general assignment for the benefit of creditors, filed any voluntary petition in bankruptcy or received written notice of any threatened filing of an involuntary petition by SELLER'S creditors or appointment of a receiver to take possession of all, or substantially all, of SELLER'S assets.

(e) Hazardous Substances. Except as may be disclosed within SELLER's Due Diligence Materials, SELLER has received no written notice from any governmental authority that there is any Hazardous Material currently present at the Property in violation of any Environmental Laws. "Hazardous Material" shall mean and include, without limitation: (i) those substances included within the definitions of "hazardous substances", "hazardous waste", "toxic substances", "contaminants", and/or "pollutants" in any Environmental Law; and (ii) any material, waste, or substance, which is or contains

asbestos, polychlorinated biphenyls, petroleum and its derivative by products, and/or any other explosive or radioactive materials. "**Environmental Law**" shall mean any federal, state, or local law, statute, ordinance, rule, or regulation pertaining to health, industrial hygiene, or the environmental conditions on or under the Property, or relating to releases, discharges, emissions, or disposals to air, water, soil, or ground water, or relating to the withdrawal or use of ground water, or relating to the use, handling, or disposal of polychlorinated biphenyls, asbestos, or urea formaldehyde, or relating to the treatment, transportation, disposal, storage, or management of Hazardous Materials (defined hereinafter), including, without limitation, the Comprehensive Environmental Response Compensation, and Liability Act of 1980, as amended, and the Resource Conservation and Recovery Act of 1976, as amended, and all rules, and regulations, published pursuant thereto or promulgated thereunder.

(f) Authority. This Agreement and all agreements, instruments and documents herein provided to be executed by SELLER are duly authorized, executed and delivered by and binding upon SELLER in accordance with their terms. SELLER has the legal power, right and, subject to Section 4.7, authority to enter into this Agreement and consummate the transactions contemplated hereby.

(g) Requisite Action. All requisite action (corporate, trust, partnership or otherwise) has been taken or obtained by SELLER in connection with the entering into of this Agreement and the consummation of the transactions contemplated hereby, or shall have been taken prior to the Closing Date.

The representations and warranties made in this Article IX by SELLER will not merge into any instrument or conveyance delivered at Closing, but will automatically expire six (6) months after the Closing Date. Notwithstanding anything to the contrary contained in this Agreement, BUYER acknowledges that BUYER will not be entitled to rely on any representation or warranty made by SELLER to the extent, prior to Closing, BUYER has or obtained actual knowledge of any information that was contrary to such representation or warranty.

X. REPRESENTATIONS AND WARRANTIES OF BUYER

10.1 BUYER'S Reliance.

In addition to any other representations and warranties contained in this Agreement, BUYER represents and warrants that in making its decision to purchase the Property, BUYER represents that it has relied and will rely solely upon its own investigations of the Property, SELLER's specific representations and warranties contained in this Agreement and the Commitment, and is not relying on any statement or act or omission of SELLER, its agents or representatives, except as specifically set forth in this Agreement.

10.2 BUYER'S Authority.

BUYER is duly organized and validly exists as a county under the laws of the State of Georgia, and is qualified to do business in the state in which the Property is located. BUYER has the right and authority to enter into this Agreement. The person signing this Agreement on behalf of BUYER represents that he or she is authorized to do so. The execution and delivery of this Agreement or any other document in connection with the transactions contemplated by this Agreement will not violate any provision of BUYER'S organizational documents or of any regulations or laws to or by which BUYER is bound. This Agreement has been duly authorized, executed and delivered by BUYER, is a valid and binding obligation of BUYER and is enforceable against BUYER in accordance with its terms. All requisite action (corporate, trust, partnership or otherwise) has been taken or obtained by BUYER in connection with the entering into of this

Agreement and the consummation of the transactions contemplated hereby, or shall have been taken prior to the Closing Date.

XI. BROKERAGE COMMISSION

SELLER represents and warrants to BUYER, and BUYER represents and warrants to SELLER, that no broker or finder has been engaged by either of them, respectively, in connection with any of the transactions contemplated by this Agreement, or to either of their knowledge is in any way connected with any such transactions. Each party agrees to indemnify, defend and hold harmless the other against any loss, liability, damage, cost, claim or expense (including, without limitation, reasonable attorneys' fees, disbursements and court costs) incurred by the other by reason of a breach by the party of the foregoing representation.

XII. TAX CERTIFICATION

Section 1455 of the Internal Revenue Code provides that the transferee of a United States real property interest must deduct and withhold a tax equal to ten percent (10%) of the amount realized by the transferor on the disposition, if the transferor is a foreign person. SELLER warrants that SELLER is not a foreign person, and "FIRPTA" certification will be provided to BUYER through Escrow.

XIII. EXCHANGE BY SELLER/BUYER

The parties agree to cooperate with each other in effecting a tax-deferred exchange under Internal Revenue Code Section 1031. Both parties shall have the right, expressly reserved here, to elect this tax-deferred exchange at any time before the Closing; however, SELLER and BUYER agree that consummation of this Agreement is not predicated or conditioned on the exchange being effected. If either party elects to effect a tax-deferred exchange, the other party agrees to execute additional escrow instructions, documents, agreements or instruments to effect the exchange, provided, that such party shall incur no additional costs, expenses or liabilities in this transaction as a result of or connected with the exchange.

XIV. NOTICES

Any notice, delivery or demand shall be in writing and shall be deemed to have been received: (a) upon receipted delivery if sent by personal messenger, (b) by 5:00 p.m. three (3) business days after being deposited in the U.S. mail, registered or certified, return receipt requested, (c) by 5:00 p.m. one (1) business day after being deposited with a national recognized overnight courier service, or (d) upon confirmation of transmission if sent by email, in each case with postage/delivery prepaid or billed to the sender and addressed as follows:

To BUYER: Board of Commissioners of Houston County
200 Carl Vinson Parkway
Warner Robins, Georgia 31088
Phone: (478) 923-5470
Facsimile: (478) 923-5472
Email: gheesling@houstoncountyga.net

With a copy to: K. Thomas Hall, County Attorney
200 Carl Vinson Parkway
Warner Robins, Georgia 31088

Phone: (478) 542-2012
Facsimile: (478) 542-2124
Email: thall@houstoncountyga.org

To SELLER: Betsy K. Power, Esq., Director of Real Estate
PEPSICO GLOBAL REAL ESTATE
7701 Legacy Dr.
MD 1B-207
Plano, TX 75024-4099
Facsimile: (972) 334-5775
Phone: (972) 334-2183
Email: Betsy.Power@pepsico.com

With a copy to: Mike Rowan or Carson Trimble
STUTZMAN, BROMBERG, ESSERMAN & PLIFKA, P.C.
2323 Bryan St, Ste 2200
Dallas, TX 75201
Facsimile: (214) 969-4999
Phone: (214) 969-4900
Email: rowan@sbep-law.com
trimble@sbep-law.com

XV. CONDEMNATION

15.1. Condemnation.

If, prior to Closing, all or any portion of the Property is taken by condemnation or eminent domain, or is the subject of a pending taking which has not been consummated, SELLER shall notify BUYER of such fact promptly after SELLER obtains knowledge thereof. If such condemnation is "Material" (as hereinafter defined), BUYER shall have the option to terminate this Agreement upon notice to SELLER given not later than fifteen (15) days after receipt of SELLER's notice, or Closing, whichever is earlier. If this Agreement is terminated, neither SELLER nor BUYER shall have any further rights or obligations to the other hereunder except with respect to obligations expressly identified within this Agreement as continuing after expiration or earlier termination. If this Agreement is not terminated, SELLER shall not be obligated to repair any damage or destruction but (x) SELLER shall assign, without recourse, and turn over to BUYER all of the condemnation proceeds, net of any costs of repairs incurred by SELLER and net of reasonable collection costs (or, if such have not been awarded, all of its right, title and interest therein) payable with respect to such condemnation including any rent abatement insurance for such condemnation and (y) the parties shall proceed to Closing pursuant to the terms hereof without abatement of the Purchase Price.

15.2. Condemnation Not Material.

If the condemnation is not Material, then Closing shall occur without abatement of the Purchase Price and, after deducting SELLER's reasonable costs and expenses incurred in collecting any award, SELLER shall assign, without recourse, all remaining awards or any rights to collect awards to BUYER at Closing.

15.3. Intentionally Deleted.

15.4. Materiality.

For purposes of this Article XV with respect to a taking by eminent domain, the term "**Material**" shall mean any taking whatsoever, regardless of the amount of the award or the amount of the Property taken, excluding, however, any taking solely of subsurface rights or takings for utility easements or right of way easements, if the surface of the Property, after such taking, may be used in the same manner, as reasonably determined by BUYER, as though such rights had not been taken.

XVI. MISCELLANEOUS

16.1 Time of Essence

Time is of the essence as to each and every provision of this Agreement. Any reference to a particular time of day in this Agreement shall be understood to mean the time of day in the time zone in which the Property is located. In the computation of any period of time provided for in this Agreement or by law, the day of the act or event from which such period of time runs shall be excluded, and the last day of such period shall be included, unless it is a Saturday, Sunday, or legal holiday, in which case the period shall be deemed to run until the end of the next Business Day. "**Business Day**" shall mean any day other than a Saturday, Sunday, or legal holiday on which national banks are authorized by federal law to close.

16.2 Entire Agreement

This Agreement contains the entire agreement between the parties hereto with respect to the matters covered herein and may be amended only by evidence of written documentation signed by both BUYER and SELLER prior to its submittal to any third party or entity for purposes of implementation, change or effect.

16.3 Further Documents

Each party will, whenever and as often as it shall be required by the other party, execute, acknowledge and deliver such further instructions as may be necessary in order to complete the sale, conveyance and transfer herein provided for, and to do any and all other acts and to execute, acknowledge and deliver to Escrow Holder any and all documents as may be reasonably requested in order to carry out the intent and purposes of this Agreement.

16.4 No Consent to Assignment; Successors and Assigns

BUYER may assign its rights under this Agreement at any time and to any person or entity without first obtaining SELLER's written approval. In the event BUYER intends to assign its rights hereunder, (a) BUYER shall send SELLER written notice of same at least five (5) business days prior to Closing, and (b) BUYER and the proposed assignee shall execute an assignment and assumption of BUYER's right and interest under this Agreement, and (c) in no event shall any assignment of this Agreement release or discharge BUYER from any liability or obligation hereunder. This Agreement shall be binding on and inure to the benefit of the heirs, successors and assigns of the parties hereto. All assignments made in violation of this Section 16.4 shall be deemed void.

16.5 Severability

Should any part, term or provision of this Agreement, or any document dealing with any entity set forth within this Agreement and required herein to be executed or delivered at the

Closing, be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or otherwise affected thereby.

16.6 Attorneys' Fees

The prevailing party in any action instituted to enforce or interpret any provision of this Agreement shall be entitled to all fees, expenses and costs, including reasonable attorneys' fees, as fixed by the Court.

16.7 Choice of Law; Venue.

The validity, interpretation and performance of this Agreement shall be controlled and construed under the laws of the state in which the Property is located without regard to conflicts of laws principles and the state or federal district courts in the county in which the Property is located, shall have non-exclusive jurisdiction over any legal action concerning or relating to this Agreement.

16.8 No Implied Representations

No representations, promises, conditions or warranties with reference to the execution of this Agreement have been made or entered into between the parties hereto other than as herein expressly provided, and except to the extent that express warranties are contained in Article IX.

16.9 Possession

BUYER shall be entitled to possession of the Property at the Closing, subject to the Permitted Exceptions. Possession shall be delivered outside of Escrow, and Escrow Holder shall incur no liability with respect thereto.

16.10 Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which, taken together, shall constitute a single instrument.

16.11 Cumulative Remedies

No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

16.12 Rollback Taxes

SELLER shall not take any action to change the use of the Property before Closing. If the sale of the Property, any pre-closing Improvements made or contemplated to be made to the Property or other activities of BUYER, or BUYER's use of the Property after Closing, results in the assessment of additional taxes, penalties or interest for periods before Closing, such assessments will be the obligation of BUYER. The provisions of this Section 16.12 shall survive Closing and any termination of this Agreement.

16.13 Not Binding Until Executed by SELLER

Neither this Agreement, nor any of the terms and provisions hereof, shall be binding upon or enforceable against SELLER unless and until the same is executed by SELLER.

16.14 Right of First Refusal

SELLER shall have a right of first refusal to purchase the Property from BUYER in accordance with the terms set forth in attached **Exhibit B**, which shall survive the Closing as specified therein.

XVI. EXECUTION

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year set forth below their respective signatures.

SELLER:

FRITO-LAY, INC.,
a Delaware corporation

By: _____
Name: Betsy K. Power
Its: Authorized Signatory

Dated: _____, 2019

BUYER:

**BOARD OF COMMISSIONERS
OF HOUSTON COUNTY**

By: _____
Name: _____
Title: _____

Dated: _____, 2019

EXHIBIT A

Legal Description of Property

All that tract or parcel of land lying and being in Land Lot 4 of the Eleventh Land District of Houston County, Georgia, containing 6.486 acres, and being more particularly described as follows:
Beginning at an iron pin at the northeast corner of subject tract, said point being the northeast corner of "Parcel A" shown on plat in Plat Book 46, Page 13 found in Clerk's Office of Houston County Superior Court; also being the point where the southerly 80' right of way of Bear Branch Road intersects the westerly 100' right of way of Norfolk-Southern Railway Company;
Thence along the westerly right of way of said railway a bearing of South 21°15'30" West and a distance of 1,270.05 feet to an iron pin;
Thence leaving said right of way a bearing of North 0°24'30" East and a distance of 276.12 feet to an iron pin;
Thence a bearing of North 89°35'45" West and a distance of 24.98 feet to an iron pin;
Thence a bearing of North 01°01'20" East and a distance of 59.68 feet to an iron pin;
Thence a bearing of North 00°21'30" East and a distance of 417.08 feet to an iron pin;
Thence a bearing of North 00°21'20" East and a distance of 400.31 feet to an iron pin on the southerly right of way of Bear Branch Road;
Thence along said right of way a bearing of South 89°32'40" East and a distance of 11.43 feet to an iron pin;
Thence continuing along said right of way a bearing of North 86°16'15" East and a distance of 466.92 feet to an iron pin and the POINT OF BEGINNING.

EXHIBIT B

RIGHT OF FIRST REFUSAL TO PURCHASE

SELLER shall have the right of first refusal (the "**Right of First Refusal**") to purchase the Property (the "**Right of First Refusal Property**"), in accordance with and subject to each of the following terms and conditions:

1. **Term of Right of First Refusal.** The term of the Right of First Refusal (the "**Term of the Right of First Refusal**") shall commence upon the date of Closing, and shall expire upon the earlier of (a) the first anniversary of the Closing Date, or (b) the earlier termination or expiration of the Right of First Refusal as described in this Exhibit.

2. **Right of First Refusal Offer.** During the Term of the Right of First Refusal, should BUYER receive an offer ("**Right of First Refusal Offer**") to purchase the Right of First Refusal Property from a bona fide third party non-Affiliate prospect (the "**Prospect**") which BUYER is willing to accept, BUYER shall not sell the Right of First Refusal Property to the Prospect without first notifying SELLER (a "**Right of First Refusal Offer Notice**") of such Right of First Refusal Offer, which Right of First Refusal Offer Notice shall identify the terms and conditions of the Right of First Refusal Offer ("**Right of First Refusal Offer Terms**"), including, without limitation, the price, amount of earnest money deposit, and the length of inspection or due diligence period.

3. **Right of First Refusal Terms.** As used herein, the "**Right of First Refusal Terms**" shall be the Right of First Refusal Offer Terms; provided, however, unless otherwise expressly provided in the Right of First Refusal Offer Terms, the following additional terms shall apply: (a) BUYER makes no representations or warranties of any nature or kind, whether statutory, express or implied, with respect to the physical condition of the Right of First Refusal Property, and SELLER accepts the Right of First Refusal Property "AS IS", "WHERE IS", AND "WITH ALL FAULTS", without any representation or warranty by BUYER, express, implied or otherwise, except as expressly set forth herein and except for any special warranty of title contained in the deed, (b) BUYER has not made and does not hereby make any express or implied representations or warranties whatsoever with respect to the condition of the Right of First Refusal Property, (c) the Right of First Refusal Property will be conveyed by BUYER to SELLER via a special warranty deed, (d) all leases covering the Right of First Refusal Property will be conveyed to SELLER, (e) real estates taxes, rents and other income and expense items will be prorated, (f) the closing shall take place no later than 30 days after SELLER'S delivery of a Right of First Refusal Exercise Notice (as hereinafter defined).

4. **Exercise of Right of First Refusal.** SELLER may only exercise the Right of First Refusal by delivering notice to BUYER of SELLER'S exercise thereof within 10 business days of BUYER'S delivery of a Right of First Refusal Offer Notice (a "**Right of First Refusal Exercise Notice**"). If SELLER delivers a Right of First Refusal Exercise Notice, SELLER shall be required to purchase, and BUYER shall be required to sell, the Right of First Refusal Space on the Right of First Refusal Terms.

5. **Non-Exercise of Right of First Refusal.** If SELLER fails to timely deliver a Right of First Refusal Exercise Notice, the Right of First Refusal shall terminate and expire, and BUYER shall be free to sell the Right of First Refusal Property to anyone to whom BUYER desires on any terms BUYER desires. An affidavit signed by BUYER only, which states that BUYER delivered the Right of First Refusal Offer Notice and did not timely receive the Right of First Refusal Exercise Notice, may be relied upon as conclusive evidence of the termination of the Right of First Refusal by any prospective purchaser, lender or title insurer of the Property.

6. **Non-Applicability of Right of First Refusal.** Except as otherwise set forth in this Section, the Right of First Refusal is a one-time right and shall apply only to the first

sale of the Right of First Refusal Property. The Right of First Refusal shall be subject to and subordinate to all matters of record.

7. **Brokerage Commissions.** SELLER shall be liable for all brokerage commissions payable to any brokers representing SELLER related to any sale pursuant to the Right of First Refusal.

EXHIBIT C

**RECORDING REQUESTED BY:
AND WHEN RECORDED RETURN TO:**

MAIL TAX STATEMENTS TO:

SPECIAL WARRANTY DEED

THAT, **FRITO-LAY, INC.**, a Delaware corporation ("Grantor"), whose mailing address is c/o PepsiCo Global Real Estate, 7701 Legacy Drive, Plano, Texas 75024-4099, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid to Grantor by **BOARD OF COMMISSIONERS OF HOUSTON COUNTY** ("Grantee"), whose mailing address is _____ the receipt and sufficiency of such consideration being hereby acknowledged, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto Grantee that certain real property being more particularly described in Exhibit A attached hereto and made a part hereof for all purposes including all improvements, structures and buildings thereon that are owned by Grantee as of the date hereof together with all of Grantor's right, title and interest, if any, in (a) all streets, easements, alleys, rights of way, strips, gores and roadways in, upon and bounding the land, and (b) all minerals in, on or under the land, (the "Property"); subject, however, to those matters more particularly described in Exhibit B attached hereto and made a part hereof for all purposes (collectively, the "Permitted Exceptions").

TO HAVE AND TO HOLD the Property, together with all and singular the rights, and appurtenances thereto in anywise belonging, unto Grantee, its successors and assigns forever, subject to the Permitted Exceptions; and Grantor does hereby bind itself and its successors and assigns to WARRANT AND FOREVER DEFEND the title to all and singular the Property, subject to the Permitted Exceptions, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming, or claim the same, or any part thereof, by, through, or under Grantor, but not otherwise.

Excess Property # _____

IN WITNESS WHEREOF, this instrument has been executed as of (but not necessarily on) this _____ day of _____, 2019.

GRANTOR:

FRITO-LAY, INC.
a Delaware corporation

By: _____
Name: Betsy K. Power
Title: Authorized Signatory

STATE OF TEXAS)
)
COUNTY OF COLLIN)

Before me _____ on this day personally appeared Betsy K. Power, in his/her capacity as Authorized Signatory for Frito-Lay, Inc., a Delaware corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed on behalf of such corporation.

Given under my hand and seal of office this _____ day of _____.

(Seal)

My commission expires on

EXHIBIT D

Form of Seller's Certificate

SELLER'S CERTIFICATE

_____, a _____ ("Seller"), hereby certifies to _____, a _____, that all of the representations and warranties set forth in Article IX of that certain Agreement for Purchase and Sale of Real Property dated as of _____, _____, are true and accurate in all material respects, as of the date hereof.

Dated: _____, _____.

SELLER:

a _____

By: _____
Name: _____
Title: _____

EXHIBIT E

Form of Certificate of Non-Foreign Status

CERTIFICATION OF NON-FOREIGN STATUS

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform _____, a _____ ("Transferee"), that withholding of tax is not required upon the disposition of a U.S. real property interest by _____, a _____ ("Seller"), the undersigned hereby certifies the following:

1. Seller is a "United States Person" and is not a "foreign person" in accordance with and for the purposes of the provisions of sections 7701 and 1445 (as may be amended) of the Internal Revenue Code of 1986, as amended, and any regulations promulgated thereunder.
2. Seller's U.S. Employer Identification Number is: _____.
3. Seller is not a disregarded entity, as that term is defined in Section 1.1445 - 2(b)(2)(iii); and
4. Seller's office address is:

The undersigned understands that this certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Dated: _____, _____.

SELLER:

_____,
a _____

By: _____
Name: _____
Title: _____

EXHIBIT F

Form of General Assignment and Assumption Agreement

GENERAL ASSIGNMENT AND ASSUMPTION AGREEMENT

This General Assignment and Assumption Agreement (this "**Assignment**") is executed this _____ day of _____, 20__ by _____, a _____ ("**Assignor**"), in favor of _____, a _____ ("**Assignee**"), with reference to the following facts:

A. Assignor and Assignee have entered into that certain Real Estate Purchase Agreement dated as of _____ for the purchase of real property described on **Exhibit "A"** attached hereto ("**Land**").

B. Pursuant to the Agreement, Assignor has agreed to assign to Assignee all of Assignor's interest in the Intangible Personal Property (as defined in the Agreement), if any, that specifically relate to the Land.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. **Assignment of Intangible Personal Property.** Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in and to all of the Intangible Personal Property.
2. **Acceptance and Assumption of Liabilities.** Assignee hereby accepts the foregoing assignment of the Intangible Personal Property and hereby assumes all obligations with respect thereto which arise from and after the Effective Date.
3. **Effective Date.** The "**Effective Date**" of this Assignment shall be the date that Assignee acquires title in and to the Land from Assignor as evidenced by a deed recorded in the Official Records of the county in which the Land is located.
4. **"As-Is".** Except as otherwise expressly provided in the Agreement to the contrary, the Intangible Personal Property is transferred hereunder "as-is" without warranty or representation of any kind whatsoever, either express or implied.
5. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the state in which the Land is located.
6. **Counterparts.** This Assignment may be signed by the parties in different counterparts and the signature pages combined to create a document binding on all parties.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

ASSIGNOR:

a _____

By: _____
Name: _____
Title: _____

ASSIGNEE:

By: _____
Name: _____
Title: _____

Senate Bill 371, which was signed into law on May 7, 2018 and became effective on July 1, 2018, allows counties, municipalities and consolidated governments to request from the Georgia Department of Revenue a report on sales and use tax information on all vendors who filed a sales tax return with amounts attributable to a certain political subdivision for a designated period. The attached resolution is required to make the request and also to name one individual as the designated officer to receive the report.

The designated officer can request one report per year at a cost of \$50. After receipt of the report the County may submit up to ten validation requests to the Department of Revenue to ensure that each vendor is reporting sales tax attributable to the proper county. Each validation request costs an additional \$50.

The information in this report is strictly privileged and confidential under the law and as such may only be discussed by members of the Board of Commissioners and the designated officer in executive session.

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

the Board of Commissioners to sign a resolution requesting sales tax information from the Georgia Department of Revenue pursuant to O.C.G.A. § 48-2-15(d.1) for the period of July 1, 2018 thru June 30, 2019.

**RESOLUTION REQUESTING SALES TAX INFORMATION
FROM THE GEORGIA DEPARTMENT OF REVENUE
PURSUANT TO O.C.G.A. § 48-2-15(d.1) AND
NAMING A DESIGNATED OFFICER FOR ALL RELATED PURPOSES**

WHEREAS, Georgia Code (O.C.G.A.) § 48-2-15, as amended in 2018, authorizes the Commissioner of the Georgia Department of Revenue (hereinafter the “DOR Commissioner”) to provide certain confidential sales tax information to the “designated finance officer or taxing official” of counties and other local governments; and

WHEREAS, more specifically, O.C.G.A. § 48-2-15(d.1) authorizes the DOR Commissioner to provide to a local government’s designated officer, upon request, certain information relating to vendors that have submitted sales tax reports within the period of time set forth in that request; and

WHEREAS, O.C.G.A. § 48-2-15(d.1) further allows the local government’s designated officer to request that the DOR Commissioner validate, from time to time, the political subdivision to which sales taxes are being remitted by taxpayers with a business location within that local government’s boundaries; and

WHEREAS, Houston County desires to obtain the sales tax information described in the above Georgia Code Section.

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

1.

The Board of Commissioners hereby designates the following finance or tax official as Houston County’s Designated Officer for all purposes described in O.C.G.A. § 48-2-15(d.1):

Barry Holland, Director of Administration

200 Carl Vinson Parkway
Warner Robins, GA 31088
Phone: 478-542-2115
E-MAIL: bholland@houstoncountyga.org

2.

The Board of Commissioners hereby requests that the DOR Commissioner (or his/her designee) furnish to the above-named Designated Officer all vendor sales tax information described in O.C.G.A. § 48-2-15(d.1)(1) for Houston County for the following time period: July 1, 2018 through June 30, 2019.

3.

In accordance with O.C.G.A. § 48-2-15(d.1)(2)(B) and following receipt of the information described in Paragraph 2, above, the Designated Officer is hereby authorized to request validation by the DOR Commissioner of the political subdivision to which one or more vendors/taxpayers with a business location in Houston County have remitted sales taxes for the designated period, with such validation request to contain the business name and location address of each such vendor/taxpayer and such other information as may assist the DOR Commissioner in responding to such validation request.

4.

The Designated Officer shall use such information only in the discharge of his duties and shall maintain the confidentiality of such information as required by O.C.G.A. § 48-2-15(d.1).

5.

The Board of Commissioners shall comply with all confidentiality requirements of O.C.G.A. § 48-2-15(d.1), including, but not limited to, the requirements that 1) such information may only be discussed by members of the Board of Commissioners in executive session and 2) members of the Board of Commissioners shall recuse themselves from such executive session discussions in the event of a conflict of interest as described in the above Georgia Code Section.

BE IT FURTHER RESOLVED, that this Resolution shall become effective upon its approval by the Houston County Board of Commissioners, and the official named above shall remain Houston County's Designated Officer for all purposes under O.C.G.A. § 48-2-15(d.1) until further action of the Board of Commissioners.

BE IT FURTHER RESOLVED, that the Houston County Director of Administration is hereby directed to provide a certified copy of this Resolution to the Georgia Department of Revenue via email (public.disclosure@dor.ga.gov) or to otherwise transmit a copy of this Resolution as may be directed by the Georgia Department of Revenue.

IT IS SO RESOLVED this 16th day of July, 2019.

**HOUSTON COUNTY BOARD OF
COMMISSIONERS**

Barry Holland
Director of Administration

Chairman Tommy Stalnaker

Commissioner H. Jay Walker III

Commissioner Tom McMichael

Commissioner Gail Robinson

Commissioner Larry Thomson



Georgia Department of Revenue
Policy Bulletin ADMIN-2019-02
Sales and Use Tax Information Available to Political Subdivision Designees

Purpose: The purpose of this Policy Bulletin is to clarify the process for political subdivisions to request and receive sales and use tax information in accordance with 2018 Senate Bill 371 (“SB 371”), which was signed into law on May 7, 2018 and became effective on July 1, 2018. Additionally, this Policy Bulletin addresses the confidentiality obligations which political subdivisions must comply with after receipt of any such information.

Issue Date: January 14, 2019.

Authority: O.C.G.A. §§ 48-2-1 and 48-2-15.

Scope: A Policy Bulletin is intended to provide guidance to the public and to Department personnel. It is a written statement issued to apply principles of law to a specific set of facts or a general category of taxpayers. A Policy Bulletin is the Department's position and is binding on agency personnel until superseded or modified by a change in statute, regulation, court decision, or subsequent Policy Bulletin.

Discussion:

1. SB 371 Summary

SB 371 allows counties, municipalities, and consolidated governments (collectively, “political subdivisions”) in Georgia to: (1) request a report of vendors who filed a sales tax return with amounts attributable to the political subdivision for a designated period (the “Report”); and (2) after receiving the Report, the political subdivision may request that the Department validate that a taxpayer within the political subdivision is remitting sales tax to the appropriate political subdivision.

2. Sales and Use Tax Filer Report

Before the Department can provide the Report, the political subdivision must request the Report by sending an official resolution to public.disclosure@dor.ga.gov. The resolution must contain the contact information (name, address, phone number, and e-mail address) of a designated official, who must be a finance officer or taxing official of the political subdivision (the “Designee”). The resolution must also state a “designated period” of tax information the Designee wishes to receive, such designated period not to exceed one year. Please note that the Department is only able to include information of vendors for tax periods occurring after July 1, 2018, the effective date of SB 371. The Designee will be the only individual authorized to receive the Report from the Department.

Reports provided by the Department will include the sales tax certificate information for vendors who have reported sales tax attributable to the requesting political subdivision in the designated period. Please note that, due to statutory sales and use tax reporting requirements, the Department only has county-level information to provide to municipalities and consolidated governments.

Each political subdivision may make one Report request per year. The Department will charge a fee of \$50.00 to the requesting political subdivisions for providing each Report.

3. Validation of the Report

The initial Report provided to a Designee will list all vendors remitting any sales tax to the requesting political subdivision. After receiving the initial Report, the Designee of each political subdivision may request that the Department validate up to 10 vendors which are located within their political subdivision, whether or not such vendors appeared on the Report.

All validation requests must come from the Designee and contain the business name and location address of each vendor being validated. Additionally, if available, the validation request should include the taxpayer identification number, the reason the validation is being requested, and any other additional information the Designee wishes to include. Validation requests must be emailed to public.disclosure@dor.ga.gov.

Within 30 days of receipt of each validation request, the Department will provide the Designee with a response validating whether each vendor is reporting sales tax attributable to the proper county. For any vendors which the Department was unable to validate, the Department will take other appropriate action as provided by law. The Department will charge a fee of \$50.00 to the requesting political subdivision for providing the validation.

4. Confidentiality of Reports and Validation

Any information furnished pursuant to O.C.G.A. § 48-2-15(d.1) is strictly privileged and confidential. The political subdivision Designee may **NOT** contact any of the taxpayers identified in the confidential information.

It is unlawful for any person to divulge confidential tax information in violation of O.C.G.A. § 48-2-15(d.1). Any person who violates this law is subject to the same penalties that would apply to an employee of the Department of Revenue for the improper divulgence of confidential tax information.

FOR MORE INFORMATION

For more information on this subject, please email public.disclosure@dor.ga.gov or visit the Department's website at dor.georgia.gov.

Memorandum of Understanding between the County and the City of Warner Robins for installation of street lights along Houston Lake Road from the Highway 96 intersection to the intersection with Russell Parkway. The County will contribute a construction cost of \$200,000, and the City of Warner Robins will contribute the monthly fee to Flint Energies for usage and maintenance of all lights within the City limits and the unincorporated County along said portion of Houston Lake Road.

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

Chairman Stalnaker to sign the Memorandum of Understanding with the City of Warner Robins concerning the purchase and installation of the street lights along Houston Lake Road from Highway 96 intersection to the intersection with Russell Parkway at a cost of \$200,000 which will come from SPLOST. Maintenance and operation of all the street lights along said portion of Houston Lake Road will be paid by the City of Warner Robins.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and entered into this _____ day of _____, 2019 by and between the Board of Commissioners of Houston County, hereinafter referred to as "County" and the City of Warner Robins, Georgia, hereinafter referred to as "City";

WHEREAS, street lights are to be installed along Houston Lake Road from the Highway 96 intersection to the intersection with Russell Parkway; and

WHEREAS, it is to the benefit of the citizens of the City and the citizens of unincorporated County to install the street lights along said road; and

NOW THEREFORE, in consideration of the mutual benefits to the Parties hereto it is agreed as follows:

1.

The County will contribute \$200,000.00 to construction cost to install the street lights along that portion of the right-of-way along Houston Lake Road from the Highway 96 intersection to the intersection with Russell Parkway as outlined in the June 26, 2019 letter from Walker N. Fricks, Manager of Fort Benning Operations & Field Engineering, to Chairman Stalnaker attached hereto as Exhibit "A".

2.

The City will pay Flint Energies monthly rate for energy usage and maintenance of the lights as outlined in the June 26, 2019 letter from Walker N. Fricks, Manager of Fort Benning Operations & Field Engineering, to Chairman Stalnaker attached hereto as Exhibit "A". Maintenance of the lights shall be performed by Flint Energies and is covered under the monthly rate to be paid by the City to Flint Energies. The monthly rate for energy usage and maintenance to be paid by the City includes all lights to be installed along Houston Lake Road within the City limits and the unincorporated area of the County from the Highway 96 intersection north to the intersection with Russell Parkway.

So AGREED, the day and year first written above.

HOUSTON COUNTY BOARD OF COMMISSIONERS:

CITY OF WARNER ROBINS:

Chairman Tommy Stalnaker

Randy Toms, Mayor

Barry Holland, Director of Administration

City Clerk

Date Approved by Commissioners

Date Approved by Mayor and Council

June 26, 2019

Mr. Tommy Stalnaker
 Chairman, Houston County Board of Commissioners
 2018 Kings Chapel Road
 Perry, GA 31069

Mr. Stalnaker:

Per your request for Flint to install street lighting on Houston Lake Rd from the Highway 96 intersection to the intersection with Russell Parkway, I have developed a preliminary design and budgetary cost estimate.

Where possible, Flint will install lights on existing power poles, but in areas where no poles exist, new wood poles would be installed for the lights. In an effort to minimize costs, all the wiring for the streetlights will be aerial between the poles. I have listed the costs below for the installation of approximately 81 light fixtures and associated poles / equipment:

Houston Lake Rd Lighting Project

Section 1: Highway 96 to Feagin Mill Rd	\$41,000.00
Section 2: Feagin Mill Rd to Corder Rd	\$91,000.00
Section 3: Corder Rd to Russell Parkway	<u>\$68,000.00</u>
Total for all 3 Sections	\$200,000.00

The current monthly rate for 81 of these lights is \$18.50 each for a total of \$1,498.50 per month that will include energy usage and maintenance of the lights.

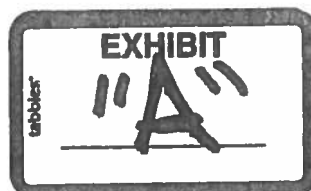
Please let me know if you have any questions or concerns. If the County decides to move forward with any (or all) of these projects, let me know and I will coordinate the design and construction.

Sincerely,



Walker N. Fricks
 Manager of Fort Benning Operations
 & Field Engineering

cc: Ty Diamond
 Robbie Dunbar



An Electric Membership Cooperative

The State Court currently contracts with Court Collections Bureau, Inc. to collect delinquent court fines, fees, and court costs. A new contract must be executed because Court Collections Bureau has recently undergone a merger and is now known as Perdue, Brandon, Fielder, Collins & Mott, L.L.P. The contract will be effective for two years upon execution.

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

Chairman Stalnaker to sign a contract with Perdue, Brandon, Fielder, Collins & Mott, L.L.P. of Houston, TX to provide collection of delinquent court fines, fees, and court costs as necessary in Houston County State Court.

CONTRACT FOR COURT FINES AND FEES COLLECTION SERVICES

STATE OF GEORGIA

§

COUNTY OF HOUSTON

§

§

SECTION I. PARTIES TO THE CONTRACT

1.01 This contract, hereinafter called "Contract," is made and entered into by and between **State Court of Houston County**, by and thru the Board of Commissioners of Houston County, State of Georgia, hereinafter called "the Client" and **Perdue, Brandon, Fielder, Collins & Mott, L.L.P.**, hereinafter called "Perdue Brandon."

1.02 This Contract supersedes all prior oral and written agreements between the parties and can only be amended if done so in writing and signed by all parties. Furthermore, this Contract cannot be transferred or assigned by either party without the written consent of all parties.

1.03 The Client employs Perdue Brandon to enforce the collection of delinquent court fines, fees, and court costs pursuant to the terms and conditions described in this Contract.

1.04 Now, therefore, in consideration of the covenants, conditions and agreements hereinafter set forth, the adequacy of which is hereby acknowledged, the Client and Perdue Brandon agree as follows:

SECTION II. CLIENT'S COLLECTION OBLIGATIONS

2.01 The Client agrees to refer accounts to Perdue Brandon for collection, at minimum, on or about the first (1st) or the fifteenth (15th) of each month. The Client shall refer all delinquent accounts by electronic or magnetic medium, if available, or in any other way that is most favorable to the Client. All delinquent accounts should be in a specified format that will allow Perdue Brandon to process the account data.

2.02 An account can be referred to collection if not paid within ninety (90) days of the scheduled appearance date (if the defendant failed to appear), or from any granted extension, or from the date of conviction or judgment, or other court specified due date, provided however that no case on which a jury trial has been requested, no case within a deferral period for court ordered deferred disposition, and no case awaiting successful completion of a driving safety course shall be considered delinquent until such case results in a final conviction.

SECTION III. PERDUE BRANDON'S COLLECTION OBLIGATIONS

3.01 Perdue Brandon agrees to use its best efforts to collect the delinquent accounts received from the Client and to comply with all provisions of state and federal law and regulations promulgated pursuant thereto in the rendition of collection services contemplated by this Contract.

3.02 Perdue Brandon will make its proprietary Automated Assistant program and all the reports therein and as developed, available to the Client's designated staff, at no charge during the term of this Contract.

SECTION IV. COLLECTION FEE

4.01 The Client agrees to authorize an additional collection penalty and pay Perdue Brandon as set forth below. The Client agrees that this additional collection penalty is authorized under Georgia law and the Client deems the fee listed below as reasonable in order to effect court collections owed to this entity.

(1) Thirty percent (30%) of the collected fines, fees, and court costs of any account referred to Perdue Brandon, regardless of whether payment on the account is received by the Client or received by Perdue Brandon on Client's behalf. The collection fee shall be added to the account, regardless of whether the payment is partial or in its entirety.

SECTION V. EXCEPTIONS TO THE COLLECTION FEE

5.01 The compensation to be paid to Perdue Brandon in Section IV. COLLECTION FEE does not apply where the defendant has been determined by the court of original jurisdiction to be indigent, or has insufficient resources or income, or is otherwise unable to pay all or part of the underlying fine or costs. Nor will the compensation apply to a case that has been dismissed by a court of competent jurisdiction or to any amount that has been satisfied through time-served credit or community service. The Client retains the sole discretion to remove any account from Perdue Brandon's possession for any reason, without recourse and regardless of whether an account is in a payment plan or litigation.

SECTION VI. METHOD OF PAYMENT

6.01 Perdue Brandon shall send to Client and in the format required by the Client, information regarding all monies collected. Within two days after availability of funds, Perdue Brandon will forward the monies due to the Client. After the Client receives full payment for the debt owed on an account, Perdue Brandon may retain the additional collected 30% Collection Fee.

6.02 In the case where a defendant makes a payment to the Client in response to collection efforts taken by Perdue Brandon, the payment shall be subject to the 30% Collection Fee, and the fee shall be remitted to Perdue Brandon monthly.

SECTION VII. COMMENCEMENT AND TERMINATION OF CONTRACT

7.01 This Contract is for an initial period beginning on the execution date in 2019 and ending on the same date in 2021. After the initial period, this Contract shall automatically renew and continue in full force and effect thereafter from year to year for additional twelve-month periods on the same terms and conditions unless either party delivers written notice to the other party of its intent to terminate this Contract at least 60 days prior to each renewal date of this Contract.

7.02 Upon the receipt of 60 days' notice of termination, Perdue Brandon shall have 30 days to cure any deficiencies stated by the client. After the opportunity to cure has expired, Perdue Brandon shall have the right to meet with the Client to determine if deficiencies have been cured to the Client's satisfaction. If deficiencies have been cured to client's satisfaction, this Contract will continue in full effect under the terms contained herein. If deficiencies have not been cured to client's satisfaction, this Contract shall be terminated.

7.03 Upon termination, Perdue Brandon shall have an additional six months to complete work on all delinquent accounts referred from the Client prior to the notice of termination and will be entitled to compensation on such accounts if collected.

SECTION VIII. NOTICES

8.01 For purposes of sending notice under the terms of this Contract, all notices from the Client shall be sent to Perdue Brandon by certified United States mail, or delivered by hand or courier, and addressed as follows:

Perdue, Brandon, Fielder, Collins & Mott, LLP
Attn: Mike Darlow
1235 North Loop West, Suite 600
Houston, Texas 77008
Telephone Number: 713-862-1860

8.02 All notices from Perdue Brandon shall be sent to the Client by certified United States mail, or delivered by hand or courier, and addressed as follows:

Houston County

Attn: Teresa Hathaway

202 Carl Vinson Pkwy
Warner Robins, Ga, 31088

478-542-2105

SECTION IX. VENUE AND CONTROLLING LAW

9.01 This Contract is made and is to be interpreted under the laws of the State of Georgia. Venue for any disputes involving this Contract shall be in the appropriate courts in Houston County, Georgia.

SECTION X. INDEPENDENT CONTRACTOR

10.01 In consideration of the terms and compensation herein stated, it is expressly agreed that Perdue Brandon is an independent contractor and not an employee, agent, partner or joint venturer with the Client.

SECTION XI. SEVERABILITY

11.01 Every provision of this Contract is intended to be severable. If any term or provision hereof is hereafter deemed by a court of competent jurisdiction to be illegal, invalid, void or unenforceable, for any reason or to any extent whatsoever, such illegality, invalidity, or unenforceability shall not affect the validity of the remainder of this Contract, it being intended that such remaining provisions shall be construed in a manner most closely approximating the intention of the parties with respect to the illegal, invalid, void or unenforceable provision or part thereof.

SECTION XII. INSURANCE PROVISION

12.01 During the Term, Perdue Brandon shall maintain insurance as needed to perform the requirements of this Contract.

SECTION XIII. ADVICE OF COUNSEL

13.01 The parties acknowledge, agree, represent, and warrant that they were advised to seek independent legal counsel before deciding to enter into this Contract and that they were provided an opportunity to do so and have done so and waive any claim or defense based upon their failure to seek advice of counsel.

SECTION XIV. CONSTRUCTION

14.01 This agreement was prepared after negotiations between the parties hereto, and if any ambiguity is contained herein, then in resolving such ambiguity no weight shall be given in favor of or against any party on account of its drafting this Contract. Every covenant, term, and provision of this Contract shall be construed simply according to its fair meaning.

SECTION XV. MISCELLANEOUS

15.01 Perdue Brandon and the Client shall indemnify, hold harmless and defend each other t against claims of liability or loss incurred by the non-offending party to the extent caused by the offending party's acts or omissions in the performance of this Contract. Such acts or omissions are expressly limited to those that constitute negligent failure, contractual misrepresentations, or willful malfeasance in performance of obligations under this Contract. Such indemnity includes any judgment against non-offending party including reasonable attorney's fees, and necessary litigation expenses related to defending the matter.

15.02 This Contract is executed by a representative of the Client who is authorized to execute this instrument. The person executing said document attests that they have authority under Georgia law to execute this document on behalf of the Client and that their signature allows Perdue Brandon to proceed with collections. This Contract may be executed in any number of counterparts, and each counterpart shall be deemed an original for all purposes. Signed facsimiles or electronically signed Contracts shall be binding and enforceable.

WITNESS the signature of all parties hereto this _____ day of _____, 2019.

STATE COURT OF HOUSTON COUNTY
By and thru Board of Commissioners of Houston County

By: _____
Tommy Stalnaker, Chairman

PERDUE, BRANDON, FIELDER, COLLINS & MOTT, L.L.P.

By: _____
For the Firm

Summary of bills by fund:

• General Fund (100)	\$ 648,812.86
• Emergency 911 Telephone Fund (215)	\$ 95,676.32
• Fire District Fund (270)	\$ 35,843.39
• 2001 SPLOST Fund (320)	\$ 0.00
• 2006 SPLOST Fund (320)	\$ 6,500.00
• 2012 SPLOST Fund (320)	\$ 189,202.48
• 2018 SPLOST Fund (320)	\$ 46,335.00
• Water Fund (505)	\$ 166,802.14
• Solid Waste Fund (540)	<u>\$ 541,168.16</u>
Total for all Funds	\$1,730,340.35

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

the payment of the bills totaling \$1,730,340.35