

PUTNAM COUNTY BOARD OF COMMISSIONERS

1



117 Putnam Drive, Suite A ♦ Eatonton, GA 31024

Agenda

Friday, September 5, 2025 ♦ 10:00 AM

Putnam County Administration Building – Room 203

Opening

1. Welcome - Call to Order
2. Approval of Agenda
3. Invocation - Pastor David Wofford, Eatonton First Methodist Church
4. Pledge of Allegiance (RG)
5. Special Presentations
 - a. Retirement Proclamation - Lesia Reid
 - b. Retirement Proclamation - Torrey Whittaker
 - c. Proclamation - Ovarian Cancer Awareness Month
 - d. Proclamation - Recovery Month
 - e. Presentation by Sandra Dean, Executive Director of Beyond the Bell

Regular Business Meeting

6. Public Comments
7. Consent Agenda
 - a. Approval of Minutes - August 19, 2025 Regular Meeting (staff-CC)
 - b. Approval of Minutes - August 29, 2025 Called Meeting-Budget (staff-CC)
 - c. Approval of Minutes - August 29, 2025 Called Meeting (staff-CC)
 - d. Approval of Minutes - August 29, 2025 Executive Session (staff-CC)
8. Approval of Certification of Road Abandonment for Joe Wooten Road (staff-CC)
9. Approval of Certification of Road Abandonment for Wooten Road (staff-CC)
10. Awarding of Solicitation #25-42001-001 Full Depth Reclamation of Harmony Road, Dennis Station Road, Mahaffey Drive, Wards Chapel Road, Crooked Creek Road, and Little Circle Using High Performance Paving (staff-CM)
11. Awarding of Solicitation #25-42001-002 Resurfacing of Denham Road, Old Copelan Road, Quail Knoll Road, Carter Dearman Road, Lakeview Lane, Lakeview Drive, Willow Forest Road, Willow Trace Court, Bark Circle, Shoreline Court, and Cold Branch Road (staff-CM)
12. Awarding of Solicitation #25-42001-003 Guardrail Replacement on Parks Mill Road at Lake Oconee (staff-CM)

The Board of Commissioners reserves the right to continue the meeting to another time and place in the event the number of people in attendance at the meeting, including the Board of Commissioners, staff, and members of the public exceeds the legal limits. The meeting cannot be closed to the public except by a majority vote of a quorum present for the meeting. The board can vote to go into an executive session on a legally exempt matter during a public meeting even if not advertised or listed on the agenda. Individuals with disabilities who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the facilities are required to contact the ADA Compliance Officer, at least three business days in advance of the meeting at 706-485-2776 to allow the County to make reasonable accommodations for those persons.

- [13.](#) Approval of Lithtec On-Demand Production Requests: (staff-CM)
 - a. #GA 025-00102 Little Circle
 - b. #GA 025-00103 Mahaffey Road
 - c. #GA 025-00104 Crooked Creek
 - d. #GA 025-00105 Dennis Station Road
 - e. #GA 025-00106 Wards Chapel Road
 - f. #GA 025-00107 Harmony Road
- [14.](#) Authorization for Chairman to sign Resolution Calling for an Election to Impose a County Special Purpose Local Option Sales Tax (SPLOST 10) (staff-CM/CA)
15. Discussion to place a six month moratorium on Commercial projects and significant (more than 4) residential projects, exempting those projects with a final plat approval (SH)

Reports/Announcements

16. County Manager Report
17. County Attorney
18. Commissioner Announcements

Closing

19. Adjournment

The Board of Commissioners reserves the right to continue the meeting to another time and place in the event the number of people in attendance at the meeting, including the Board of Commissioners, staff, and members of the public exceeds the legal limits. The meeting cannot be closed to the public except by a majority vote of a quorum present for the meeting. The board can vote to go into an executive session on a legally exempt matter during a public meeting even if not advertised or listed on the agenda. Individuals with disabilities who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the facilities are required to contact the ADA Compliance Officer, at least three business days in advance of the meeting at 706-485-2776 to allow the County to make reasonable accommodations for those persons.

File Attachments for Item:

5. Special Presentations

- a. Retirement Proclamation - Lesia Reid
- b. Retirement Proclamation - Torrey Whittaker
- c. Proclamation - Ovarian Cancer Awareness Month
- d. Proclamation - Recovery Month
- e. Presentation by Sandra Dean, Executive Director of Beyond the Bell



Proclamation

Recognizing the Month of September 2025 as Ovarian Cancer Awareness Month

WHEREAS, ovarian cancer is the fifth leading cause of cancer deaths of women in the United States and causes more deaths than any other gynecologic cancer; and

WHEREAS, in the United States, a woman's lifetime risk of being diagnosed with ovarian cancer is about 1 in 78; and

WHEREAS, the American Cancer Society estimates 19,680 cases of ovarian cancer will be newly diagnosed in 2024 and 12,740 individuals will die from the disease nationwide, including 620 new cases and 429 deaths in Georgia; and

WHEREAS, the five-year survival rate for ovarian cancer is 50 percent and survival rates vary greatly depending on the stage of diagnosis; and

WHEREAS, there is not currently an effective diagnostic tool for screening and early detection does not exist; and

WHEREAS, during the month of September, we remember those lost to this terrible disease and stand strong for those currently facing an ovarian cancer diagnosis, and we strengthen our resolve to do our part in supporting those affected; and

WHEREAS, by raising awareness of ovarian cancer and supporting research, prevention and early detection, we will move closer to eradicating this disease.

NOW THEREFORE BE IT PROCLAIMED by the Putnam County Board of Commissioners that September 2025 is designated as Ovarian Cancer Awareness Month and we urge all Putnam County residents to spread awareness of this disease, provide support for those affected by this illness and educate others on its prevention and early detection.

Proclaimed this 5th day of September 2025

Board of Commissioners of Putnam County


Chairman B. W. "Bill" Sharp


Commissioner Thomas H. (Tom) McElhenney


Commissioner Richard Garrett


Commissioner Stephen Hersey


Commissioner Jeffrey G. Wooten





Recovery Month Proclamation

WHEREAS, behavioral health is an essential part of one's overall health and well-being; and

WHEREAS, recovery from addiction occurs every day through a variety of recovery support services and treatment programs; and

WHEREAS, prevention of substance use disorders works, treatment is effective, and people recover across Georgia and around the nation; and

WHEREAS, millions of people across the United States are living happy, joyous, and free in long-term recovery; and


WHEREAS, the 2025 Georgia Recovers Bus tour celebrates "Georgia Recovers in Communities" and recognizes we are never alone on this journey through recovery; and

WHEREAS, education throughout our communities about recovery and addiction is essential to combating the stigma and discrimination faced by many people in recovery; and

WHEREAS, to help more people experience and sustain long-term recovery, the Georgia Department of Behavioral Health and Developmental Disabilities, the Georgia Council for Recovery, and the Georgia General Assembly Working Group on Addiction and Recovery, invite all residents of the State of Georgia to participate in National Recovery Month.

NOW, THEREFORE BE IT PROCLAIMED by the Putnam County Board of Commissioners that September 2025 is designated as National Recovery Month and call upon the people of Putnam County to observe this month with appropriate programs, activities, and ceremonies to support this year's Recovery Month theme, "Georgia Recovers in Communities."

Proclaimed this 5th day of September 2025


Chairman B.W. "Bill" Sharp


Commissioner Tom McElhenney


Commissioner Richard Garrett


Commissioner Stephen Hersey


Commissioner Jeffrey G. Wooten





Special Presentation:

Presentation by Sandra Dean, Executive Director of Beyond the Bell

Beyond the Bell (BTB), an established youth and behavioral health nonprofit based in Macon GA and with prior experience working in Putnam County, has applied for a BOOST (Building Opportunities in Out-of-School Time) grant from the Georgia Department of Education. BTB proposes to use Jimmy Davis Park, a Putnam County recreation facility, as a base for out-of-school programming funded by the grant.

Title

0014

07/30/2025

by Sandra Dean in FY26 BOOST Grants Program Application

id. 51219400

beyondthebell@comcast.net

Original Submission

07/30/2025

	Organization Information
Organization Name	Beyond The Bell Inc.
Mailing Address	2940 Riverside Drive Suite 100 Macon Georgia 31204 US 32.8827483 -83.6705129
Organization Phone Number	+14043748624
Organization Website	www.beyondthebellkids.org
Agency Type	501(c)(3) Nonprofit Organization

Employer Identification Number (EIN) 03-0515745
 200
 Beyond the Bell Inc
 ef3139cf-df61-40e9-b07c-bedf16c766b5
 3220 Riverside Dr Ste B-310
 Macon
 GA
 31210
 This organization was not included in the Office of Foreign Assets Control Specially Designated Nationals(SDN) list.
 true
 false
 2025-07-15T00:00:00
 2025-07-28T00:00:00
 501(c)(3) Public Charity
 A public charity (50% deductibility limitation).
 Section 509(a)(1) organization as referred to in Section 170(b)(1)(A)(vi)
 2025-07-15T00:00:00
 2003
 07

Are you or affiliated with one of the organizations below that was invited to apply as a statewide grantee?

No

Year Agency Founded

2002

Is your organization an existing vendor with the State of Georgia?

Yes

Please provide your vendor ID.

0000350711

Do you have an existing account within the MyGaDOE Portal?

No

Please upload the completed Grants Accounting Access form.

[Grants_Accounting_System_Access_Form.pdf](#)

Administrative Contacts Information Please provide the following information for each role below. If someone will be serving in multiple roles, please add their contact information to each role. First Name Last Name Title Work Phone Email

CEO	Sandra Dean
CEO Title	Executive Director
CEO Work Phone	+14043748624
CEO Email	beyondthebell@comcast.net
Primary Grant Contact	Sandra Dean
Primary Grant Contact Title	Executive Director
Primary Grant Contact Work Phone	+14043748624
Primary Grant Contact Email	beyondthebell@comcast.net
Finance Contact	Sandra Dean
Finance Contact Title	Executive Director
Finance Contact Work Phone	+14043748624
Finance Contact Email	beyondthebell@comcast.net
Quality Improvement/Data & Reporting Contact	Karlana Talbert
Quality Improvement/Data & Reporting Contact Title	Epidemiologist
Quality Improvement/Data & Reporting Contact Work Phone	+19124778884
Quality Improvement/Data & Reporting Contact Email	ktalber@alumni.emory.edu
Additional Contact 1 (Optional)	Shannon Warren

Additional Contact 1 Board Chairman
Title (Optional)

Additional Contact 1 +16788981649
Work Phone
(Optional)

Additional Contact 1
Email (Optional)

Additional Contact 2
(Optional)

Additional Contact 2
Title (Optional)

Additional Contact 2
Work Phone
(Optional)

Additional Contact 2
Email (Optional)

General Information

Current Fiscal Year 1/1/2026
Start Date

Current Fiscal Year 12/31/2025
End Date

Annual Income: 591000
Please enter your
total revenue for the
most recently
completed fiscal year
(whole numbers
only).

Annual Expenses: 80000
Please enter your
total operating
expenses for the
most recently
completed fiscal year
(whole numbers
only).

Annual Budget: 517000
Please enter your
total annual operating
budget (whole
numbers only) for
current fiscal year.

If expenses exceeded income for the most recently completed fiscal year, please explain the reason for the deficit and how the organization is addressing the shortfall. If not applicable, put N/A.

N/A

Please upload your organization's most recently completed audit or last fiscal year internal year-end balance sheet and year-end budget with year-end actuals.

[Beyond_the_Bell_Inc._2023_Financial_Report_Audit.pdf](#)

Does your organization have a fiscal agent?

No

How many years has your afterschool and/or summer learning program been operating?

23

What are you applying for? (if you are applying for year-round programming, please select both)

Summer enrichment grants (programming for youth 5-18 years-old)
Comprehensive afterschool grants (for those that provide programming during the school year for youth 5-18 years-old)

Has your organization received funding from the BOOST Grants Program in the past?

No

Sites & Program Duration

Summer Enrichment Program

Total number of summer enrichment sites

1

Summer Enrichment Site Locations (Counties)

Putnam

Summer Program Start Date

6/1/2026

Summer Program 7/31/2026
End Date

Days per week 5
(summer)

Hours per day 8
(summer)

Number of Learning 61 - 120
Acceleration minutes
per day (summer)

Total number of 6
weeks of summer
programming

Total number of 288
summer hours of
programming
available to an
individual youth

Afterschool Program

Total number of 1
afterschool sites

Afterschool Site Putnam
Locations (Counties)

Afterschool Program 8/3/2026
Start Date

Afterschool Program 5/22/2027
End Date

Days per week 5
(afterschool)

Hours per day 4.5
(afterschool)

Number of Learning 91+
Acceleration minutes
per day (afterschool)

Total number of 39
weeks of afterschool
programming

Total number of
afterschool hours of
programming
available to an
individual youth

23328

Youth Served

Summer Program

On a typical day in
your summer
program, how many
youth did you serve
last year?

80

How many youth do
you plan on serving
this year (summer)?

75

Age range grant will serve in percentages (summer):

[Youth Demographics Template \(Age\).xlsx](#)

Do you collect data
on race (summer)?

No

Please explain why
racial demographic
data is not collected.

Beyond The Bell does not collect race data from program participants due to privacy concerns, the small size of our service area, and limited administrative capacity. In a rural county with a modest population, collecting and reporting racial data at the program level could inadvertently identify individual students, compromising confidentiality. Additionally, many families express discomfort providing this information, and we prioritize building trust and ensuring their participation without barriers. Instead, we rely on publicly available demographic data from the Putnam County School District and U.S. Census Bureau to inform program design and ensure services are equitable and culturally responsive.

Do you collect data
on ethnicity
(summer)?

Yes

Ethnicity grant will serve in percentages (summer)

[Youth Demographics Template \(Ethnicity\).xlsx_copy](#)

Do you collect data
on gender (summer)?

Yes

Gender demographics grant will serve in percentages (summer):

[Youth Demographics Template \(Gender\).xlsx](#)

Percentage of youth served that receive free or reduced-price lunch or directly certified (summer)

100

Please select the school districts that will be served (summer)

Putnam County School District

Afterschool Program

On a typical day in your afterschool program, how many youth did you serve last year?

62

How many youth do you plan on serving this year (afterschool)?

50

Do you collect data on race (afterschool)?

No

Please explain why data is not collected.

Beyond The Bell does not collect race data from program participants due to privacy concerns, the small size of our service area, and limited administrative capacity. In a rural county with a modest population, collecting and reporting racial data at the program level could inadvertently identify individual students, compromising confidentiality. Additionally, many families express discomfort providing this information, and we prioritize building trust and ensuring their participation without barriers. Instead, we rely on publicly available demographic data from the Putnam County School District and U.S. Census Bureau to inform program design and ensure services are equitable and culturally responsive.

Do you collect data on ethnicity (afterschool)?

Yes

Ethnicity grant will serve in percentages (afterschool)

[Youth Demographics Template \(Ethnicity\).xlsx](#)

Do you collect data on gender (afterschool)?

Yes

Gender demographics grant will serve in percentages (afterschool):

[Youth Demographics Template \(Gender\).xlsx_copy](#)

Percentage of youth served that receive free or reduced-price lunch or directly certified (afterschool)

100

Please select the school districts that will be served (afterschool)

Putnam County School District

Program Purpose

Title of Project/Program

Beyond The Bell's Putnam County Youth Program

Grant Purpose (two sentence explanation of the grant project)

To provide a safe, engaging and enriching environment for youth and increase their current academic and enrichment skills during out of school time. To help students thrive academically, socially, and emotionally while also support working families. f school time.

Program Purpose: All applicants must use grant funds to address at least 1 of the 3 BOOST purposes. Which purpose(s) will your program be addressing?

Expanding access to serve more youth, with an emphasis on children who typically do not have access to these programs.
Reducing barriers, such as transportation and enrollment costs, to ensure access for all.

All applicants must offer learning acceleration, as well as programming in at least 2 other critical content/service areas. Which content/service areas will your program be offering?

Well-being and connectedness, such as mentoring, problem solving, and team building
Healthy eating & physical activity

Organization History and Program Design

Briefly describe your agency/organization, its structure, staff, and its history of successful grant management.

Beyond The Bell is a 501(c)(3) nonprofit founded in 2002 to provide a safe, nurturing, and stimulating environment where children can learn, grow, and reach their full potential. Our programs are designed to promote academic enrichment, social/emotional development, and physical well-being through a diverse range of engaging, hands-on activities. We believe in empowering youth to become confident, responsible, and engaged learners by providing a safe space for exploration, skill development, and building positive relationships. Our staff includes a mix of management, clerical support, and credentialed educators. Two staff members hold master's degrees, one holds a BA, and we employ certified and retired teachers, paraprofessionals, and Mercer University interns. We regularly contract subject-matter experts to enhance programming. The executive director, trained in finance at the University of Georgia, manages all grants with CPA oversight for bookkeeping, supported by a project director trained in grant administration. Beyond The Bell has successfully managed more than 14 state and federal grants, including awards from the Department of Human Services, SAMHSA, and the Governor's Office of Highway Safety. We maintain clean audit results, timely reporting, and a strong record of program implementation, demonstrating our capacity to responsibly manage and deliver grant-funded initiatives.

How was the need for this program/project identified? Please describe the population demographics of the primary communities served and how your program design is meeting community needs.

In 2024, a needs assessment conducted by Beyond The Bell's evaluator revealed significant challenges for Putnam County youth. Approximately 21.9% of youth live in poverty, exceeding the national average, and 100% of the students we serve qualify for free or reduced-price lunch. As a rural community, Putnam County faces unique barriers, including limited access to high-quality afterschool and summer enrichment programs, transportation difficulties, and fewer local youth development resources. The county's population of 23,521 includes 65.4% White, 25.5% Black/African American, and 2.72% Hispanic residents, with 18.8% under the age of 18. Median household income is \$64,163, yet many families struggle to afford basic necessities, resulting in youth who lack academic support and opportunities for enrichment. These conditions increase vulnerability to academic failure, chronic absenteeism, and risky behaviors.

Beyond The Bell addresses these needs by providing a safe, structured program that blends academic support, enrichment, social/emotional development, and family engagement. We offer targeted literacy and numeracy support, mentoring, healthy meals, and transportation to reduce barriers to participation. Our program design incorporates a whole-child approach, promoting resilience, connectedness, and skill building, while also supporting working families. This integrated model directly responds to community needs and provides meaningful opportunities for youth to thrive academically, socially, and emotionally.

Describe the youth, family, and community outreach methods to support program design and to recruit youth to the program.

Beyond The Bell uses a multi-faceted outreach strategy to ensure robust youth and family participation. We collaborate closely with Putnam County schools to identify students who will benefit most from academic and social-emotional support, working with school counselors and teachers to share program information with families. We host family information sessions at schools, community centers, and faith-based organizations to raise awareness and encourage enrollment. Flyers, social media posts, and local radio spots are used to reach families without internet access. Our staff maintain direct relationships with parents through phone calls and in-person outreach to ensure trust and responsiveness to family needs. We also seek input from parents and youth through surveys and informal focus groups, allowing us to adapt programming to reflect community priorities. By integrating recruitment with relationship-building, we ensure the program is accessible, inclusive, and designed in alignment with the needs and voices of our community.

Are measures in place to provide low or no-cost programming for students?

Yes

Please describe scholarships awarded to decrease or remove the cost to participate and/or the fees, including a sliding fee schedule, students pay to participate. If some or all youth are able to attend at no or low cost, please note that.

Beyond The Bell operates on the principle that no child will be turned away due to financial hardship. Given that 100% of the youth we serve qualify for free or reduced-price lunch, we do not charge program fees for participation. Instead, we sustain program operations through diversified funding, including state and federal grants, corporate sponsorships, individual donations, and board contributions. We actively fundraise through community events such as raffles, dinner sales, and local sponsorship drives. When possible, we offer sliding-scale fees for families who request extended services, but our priority is maintaining free access to core programming for all students. This approach removes financial barriers for low-income families, ensuring equitable access to high-quality afterschool and summer enrichment opportunities. Funds requested through BOOST will be used responsibly to maintain free programming and expand services for Putnam County youth who would otherwise lack access to structured out-of-school time supports.

Is transportation for youth included?

Yes

Please describe

Yes. Transportation is a critical component of our program, removing one of the largest barriers for low-income and rural families. We are requesting BOOST funds to purchase a van to provide safe, reliable transportation for youth to and from program sites. In addition, we will partner with the Putnam County School District to explore re-routing select buses for drop-offs at our program locations. This dual approach ensures that students who lack access to private transportation can fully participate in afterschool and summer programming. Our transportation plan prioritizes safety, reliability, and accessibility, aligning with our mission to reduce barriers to participation.

Please provide a description of the proposed activities for which you would use these grant funds to meet your identified program purpose(s).

Beyond The Bell's Putnam County Youth Program will provide comprehensive academic and enrichment programming designed to meet the academic, social, emotional, and physical well-being needs of youth in grades K–12. Funds will be used to expand access to our programs, enhance learning opportunities, and remove barriers such as transportation and program fees.

Academic Enrichment and Learning Acceleration: At the core of our program is a commitment to improving academic outcomes through evidence-based practices. We will provide structured literacy and numeracy support aligned with Georgia Standards of Excellence. Our staff, including certified and retired teachers, will implement reading instruction using guided reading strategies, Developmental Reading Assessments (DRA), and leveled reading materials tailored to each student's ability. We will dedicate at least 120 minutes per day (summer) and 90 minutes per day (afterschool) to learning acceleration, incorporating small-group tutoring, individualized support, and project-based learning (PBL). PBL activities will help students apply math and literacy skills to real-world problems, fostering critical thinking and collaboration. Homework assistance will be offered daily to ensure students meet school-day requirements, and targeted interventions will support students identified as below grade level in reading or math.

Social, Emotional Learning and Well-Being: Recognizing the impact of trauma, poverty, and rural isolation, our program embeds social, emotional learning (SEL) into all activities. Staff will be trained to use restorative practices, trauma-informed approaches, and mentoring strategies to build positive relationships and resilience in students. Daily activities will include problem-solving workshops, team-building exercises, and guided discussions to help students develop self-management and interpersonal skills.

Healthy Eating and Physical Activity: To address food insecurity and promote wellness, we will provide nutritious snacks and meals at no cost to families. Physical activity will be incorporated daily through structured recreation, team sports, and outdoor play. Nutrition education, gardening projects, and hands-on healthy cooking sessions will empower youth with lifelong wellness habits.

Enrichment Activities: Beyond academics, we will offer diverse enrichment opportunities to spark curiosity and expose youth to new experiences. Activities will include visual and performing arts, creative writing, financial literacy, and career exploration workshops. Guest speakers from local businesses, universities, and community organizations will introduce students to potential career pathways and post-secondary opportunities. Field trips will expand students' horizons, connecting them to cultural, educational, and recreational experiences beyond their immediate community.

Family Engagement: We will actively engage families through workshops, volunteer opportunities, and regular communication. Using the Botvin LifeSkills Parent curriculum, we will provide parents with tools to support their children's learning and well-being at home. Family events will build

Safe and Supportive Environment: Our program sites will provide a welcoming, structured, and safe environment where students can explore interests and develop skills. Staff will maintain a culture of respect and inclusion, ensuring all students particularly those from high.needs populations feel valued and supported.

Use of BOOST Funds: Requested BOOST funds will support staffing (teachers, paraprofessionals, program leaders), transportation, curriculum and instructional materials, healthy meals and snacks, field trips, and program supplies. We will also use funds to provide professional development for staff in literacy instruction, SEL, and trauma.informed care.

Through these comprehensive supports, Beyond The Bell will provide students with the tools and opportunities they need to thrive academically, socially, and emotionally, while reducing barriers to participation and strengthening family and community connections.

How will the program support learning and developmental skill building, help youth engage and connect, support youth well-being, and meet the immediate needs of youth and families?

Our program is designed to meet the academic, social-emotional, and physical needs of Putnam County youth through a whole-child approach that integrates evidence-based instructional practices, enrichment opportunities, and supportive services for families.

Learning Acceleration: We focus on closing academic gaps in reading and math by dedicating structured time daily for learning acceleration (120 minutes/day summer, 90 minutes/day afterschool). Staff, including certified and retired teachers, will deliver small-group and individualized instruction using guided reading strategies aligned with the science of reading and targeted math fluency interventions. Tools like the Developmental Reading Assessment (DRA) and progress monitoring reports will guide instruction, ensuring students work at appropriate levels and see measurable growth. Homework support ensures students complete school assignments with guidance.

Skill-Building & Social-Emotional Learning: Social-emotional learning (SEL) is integrated throughout programming. Using Botvin LifeSkills and restorative practices, we help students develop problem-solving, decision-making, and coping skills. Leadership activities allow youth to take active roles in planning service projects or leading small groups, fostering confidence and responsibility.

Connection & Belonging: Our program provides a supportive environment where youth build positive relationships with mentors and peers. Consistent mentorship, daily team-building activities, and cooperative learning projects create a sense of belonging.

Meeting Immediate Needs: To remove barriers to participation, we provide free transportation, nutritious meals, and culturally responsive programming. Family workshops connect parents with resources, and referrals link families to services such as counseling or economic supports. This wrap-around model ensures both immediate and long-term needs are addressed.

Program Activities	Which of the following components do you plan to provide as part of your programming? Please select all components that your program will offer. Note: At least one learning acceleration activity is required and at least one activity in two of the three service areas is required.
Healthy Eating & Physical Activity	Sports/recreation Healthy meals or snacks Other
Please provide a brief description of the proposed healthy eating and physical activities. If Other was selected, please be sure to include those activities in your response.	Our program promotes lifelong wellness by integrating healthy eating and physical activity into daily routines. All participants will receive nutritious snacks and meals that meet USDA guidelines for child nutrition, addressing food insecurity and ensuring students are ready to learn and engage. Beyond The Bell participates in the Child and Adult Care Food Program (CACFP) to support the provision of healthy afterschool snacks and suppers, and we will incorporate Summer Meals programming during the enrichment program. Physical activity will be a daily feature, offering structured and unstructured opportunities for movement. We will organize team sports such as basketball, soccer, and volleyball, alongside individual fitness activities like yoga, walking clubs, and strength building exercises. Outdoor play will take place in safe, supervised environments, providing opportunities for exploration and stress relief. In addition to active recreation, our program will integrate hands-on nutrition education and healthy lifestyle lessons. Students will participate in gardening projects to learn about where food comes from, and cooking classes to develop practical skills for preparing healthy meals. These activities will help students make informed food choices, foster a sense of responsibility, and develop an appreciation for healthy living. By combining education with practice, we will encourage youth to adopt healthier habits and equip them with knowledge and skills that benefit their overall well-being.
Well-being & Connectedness	Problem solving activities Youth leadership training/activities Life skill learning Mentoring Coping & other well-being supports

Please provide a brief description of the proposed well-being and connectedness activities. If Other was selected, please be sure to include those activities in your response.

Beyond The Bell will embed social emotional learning (SEL) and well-being supports into daily programming to foster resilience, connectedness, and skill development. Our approach integrates structured SEL curricula, mentoring, and enrichment activities that encourage youth to explore interests and develop meaningful relationships with peers and adults. **Mentoring & Relationship Building:** Each student will be paired with a caring staff mentor who provides consistent check-ins, guidance, and encouragement. These relationships create a foundation of trust and belonging, which is critical for youth facing economic hardship and social stressors. **Life Skills & Leadership:** Using the Botvin LifeSkills curriculum, we will teach practical strategies for decision making, conflict resolution, stress management, and resisting peer pressure. Youth leadership opportunities—such as leading group discussions, planning service projects, and assisting in younger student activities—will help build confidence and a sense of ownership. **Team Building & Problem Solving:** Daily group activities will include cooperative games, problem solving challenges, and team projects that strengthen communication, collaboration, and empathy. **Exploring Interests:** Enrichment clubs in arts, music, STEM, and creative writing will encourage youth to discover new passions while developing transferable skills. Guest speakers and field trips will broaden their exposure to cultural, educational, and career opportunities. Through these strategies, Beyond The Bell creates a safe, supportive space where youth can practice coping skills, engage in positive peer interactions, and experience personal growth.

Please provide a brief description of the proposed activities to help youth explore new interests, build skills, connect with peers, and build positive relationships with caring adults.

Beyond The Bell integrates well-being and connectedness activities into every component of our program to help youth develop resilience, build meaningful relationships, and explore new interests. **Mentoring & Positive Relationships:** Each student is paired with a mentor—a caring, consistent staff member who serves as a trusted adult, offering guidance, encouragement, and advocacy. Staff receive training in trauma-informed practices and relationship-building strategies to provide emotional support and stability. **Life Skills Development:** Using Botvin LifeSkills, youth learn practical skills for managing emotions, resolving conflicts, and making healthy decisions. Group workshops address topics such as stress management, communication, and resisting peer pressure. **Leadership Opportunities:** We provide youth with opportunities to lead activities, plan community service projects, and participate in student advisory groups, giving them a voice in shaping programming. **Team Building & Problem Solving:** Daily group activities like cooperative games, STEM challenges, and creative projects build collaboration, communication, and critical thinking skills. **Exploring Interests:** Enrichment activities in arts, music, creative writing, and STEM encourage students to discover new talents and passions. Guest speakers and field trips connect them to cultural experiences and potential career pathways. By embedding SEL and enrichment into academic and recreational programming, we create a holistic environment where students feel safe, supported, and empowered to grow.

Please provide a description of the program environment, including how it differs from and is complementary to the school day, provides a positive, supportive climate for all youth, and promotes whole child well-being, development, and connectedness.

Our program environment is intentionally designed to feel different from school day while complementing its academic goals. Spaces are warm, welcoming, and flexible, allowing for collaborative group projects, hands.on learning, and creative exploration. Staff use a student.centered approach, encouraging voice and choice in activities to foster intrinsic motivation. We integrate academics with enrichment—linking reading, math, and STEM to real.world applications—while providing mentoring and social.emotional supports. This holistic model builds on school.day learning but creates a more relaxed, personalized setting where students can build relationships, strengthen skills, and thrive beyond traditional classroom boundaries.

Please provide a description of the opportunities for physical activity and access to outdoors provided.

Youth will have daily access to safe outdoor spaces for recreation and enrichment. Physical activity sessions will include structured sports like basketball, soccer, and flag football as well as unstructured play to encourage creativity and peer interaction. Outdoor spaces will also be used for gardening projects and nature.based learning activities, connecting youth to their environment while fostering curiosity and healthy habits. Weather permitting, at least 30 minutes of daily programming will occur outdoors, promoting physical fitness, reducing stress, and supporting overall well.being. Our approach ensures that students experience the mental and physical health benefits of regular outdoor activity.

Does your program participate in federal meal programs, such as the Child and Adult Care Food Program (CACFP) and Summer Meals Program?

Yes

Which meals are provided?

Afterschool Snack
Summer Snack
Summer Lunch
Summer Breakfast
Summer Supper

Will nutrition, including snacks and meals, be provided to youth?

Yes

Please describe which meals and what will be provided.

Our program provides nutritious snacks and meals at no cost to families addressing food insecurity and supporting healthy development. During afterschool programming, students receive snacks and suppers through the Child and Adult Care Food Program (CACFP), ensuring they meet USDA nutritional guidelines. Summer participants receive breakfast, lunch, and snacks daily through the Summer Food Service Program (SFSP). Menus emphasize balanced meals with fruits, vegetables, whole grains, lean proteins, and low-fat dairy. Hands-on nutrition lessons and cooking activities further teach students the importance of healthy eating. These meals ensure that every child is nourished, ready to learn, and physically energized.

Staffing and Partnerships

Describe your staffing for this program. If you are adding staff, how will they be selected? What qualifications are required?

Our program will be staffed by a blend of full.time leadership, part.time instructional staff, and contracted specialists. The Project Director will oversee daily operations, ensure program quality, and manage compliance. Site coordinators will manage on.site logistics and support staff. Certified teachers and retired educators will provide academic instruction and tutoring, while paraprofessionals assist with group management and one.on.one student support. We will contract with local experts to provide specialized enrichment in arts, STEM, and wellness. Staff will be recruited through community postings, school district referrals, and partnerships with Mercer University. Required qualifications include experience working with youth, strong communication skills, and, for academic instructors, appropriate teaching credentials. All staff will undergo comprehensive background checks, reference reviews, and orientation to ensure they meet Beyond The Bell's high standards for safety, cultural competency, and youth development.

Will certified teachers be used to support learning acceleration?

No

Please describe your plan for staffing the program.

Our staffing model combines experienced educators, skilled paraprofessionals, and enrichment specialists to deliver high.quality programming. A Project Director will oversee implementation, supported by site coordinators who manage day.to.day operations. Certified teachers and retired educators will provide academic instruction, while paraprofessionals deliver small.group support and assist with supervision. We will also engage local experts for arts, STEM, and wellness enrichment. Staff will be carefully selected through community recruitment, school referrals, and university partnerships, and must demonstrate experience working with youth and cultural responsiveness. All staff will complete background checks and receive comprehensive training before program launch.

Describe the training and supports that are provided for staff.

Beyond The Bell prioritizes comprehensive staff development to ensure high-quality programming and a safe, inclusive environment. Before the program launches, all staff will participate in orientation covering child safety, mandated reporting, emergency procedures, and program expectations. Academic instructors will receive training in evidence-based literacy strategies aligned with the science of reading, math fluency supports, and differentiated instruction to meet diverse learning needs. Paraprofessionals and enrichment leaders will be trained in classroom management, youth engagement, and behavior supports. Social-emotional learning (SEL) and trauma-informed practices are core components of our training plan. Staff will learn restorative practices, mentoring techniques, and strategies to build strong relationships with students and families. Ongoing professional development will be provided through monthly workshops, peer-learning communities, and access to external trainings on topics like cultural competency, inclusion, and project-based learning. Staff are supported through regular supervision and coaching, allowing them to reflect on practice and receive targeted feedback. These investments ensure our team is equipped to deliver engaging, developmentally appropriate programming that supports the whole child.

We encourage collaborating with schools and developing strong school-community partnerships. Please provide a description of how your organization partners with schools to identify and meet youth needs and/or how you will develop and strengthen school partnerships.

Collaboration with Putnam County schools is central to our program's success. We partner closely with teachers, counselors, and administrators to identify students who would benefit most from academic and social-emotional supports, ensuring that program enrollment targets those with the greatest needs. School staff provide input on curriculum alignment, share academic performance data (with parental consent), and help identify priority areas for intervention in reading, math, and behavior. Beyond The Bell staff maintain regular communication with school personnel through bi-weekly progress meetings and ongoing email updates, creating a feedback loop to monitor student progress and adjust supports. We will also leverage school facilities for program activities, ensuring a familiar, accessible environment for students. Community partnerships extend our reach and enrich our programming. We will engage local businesses, colleges, and nonprofits to provide guest speakers, field trips, mentoring, and service-learning opportunities. These partnerships strengthen our ability to provide wrap-around supports and connect families to resources, creating a cohesive network of care for Putnam County youth.

Please list any partner organizations that are working with you and identify what support they will provide.

Beyond The Bell leverages strong community partnerships to enhance program quality and expand services for youth and families. Key partners include: – Putnam County School District: Provides student referrals, academic performance data, and shared use of school facilities for programming. – Mercer University: Supplies interns to support program implementation, deliver mentoring, and facilitate enrichment activities. – Local Faith-Based Organizations: Assist with outreach, recruitment, and volunteer engagement for family events and mentoring. – Putnam County Recreation Department: Provides access to outdoor spaces and facilities for sports and physical activities. – Local Businesses & Professionals: Offer guest speakers, career exploration sessions, and sponsorship support. – Health & Wellness Organizations: Collaborate to provide nutrition education, wellness workshops, and mental health referrals for families. These partnerships create a network of support that strengthens our ability to deliver holistic programming, connecting youth and families to resources that foster long-term success.

Outcomes & Evaluation

Grantees are required to develop three program outcome objectives for afterschool programming and three program outcome objectives for summer enrichment programs. To ensure that program outcomes are well-defined and measurable, they should align with the Specific Measurable Achievable Relevant Time-bound (SMART) Framework. SMART objectives are a widely used framework for setting goals in monitoring and evaluation. SMART objectives are program goal statements that define what an organization or project aims to achieve:

S – Specific: Objectives should be clear, concise, and focused. They should describe exactly what needs to be achieved, and what resources and actions are required to achieve it. **M – Measurable:** Objectives should be measurable, so that progress towards achieving them can be tracked and evaluated. This involves using quantitative and qualitative indicators that provide a way to determine whether or not the objective has been achieved. **A – Achievable:** Objectives should be achievable, given the available resources and constraints. They should be challenging, but also realistic and attainable. **R – Relevant:** Objectives should be relevant to the overall mission and goals of the organization or project. They should align with the priorities of stakeholders and address important issues or problems. **T – Time-bound:** Objectives should be time-bound, with a clear timeline for achieving them. This helps to ensure that progress towards the objective can be monitored

As organizations develop SMART program objectives, they should involve community partners, as necessary, to ensure they are realistic and achievable. In addition, organizations should plan to regularly monitor and evaluate progress, data collection activities that will aid with evaluating progress, and making adjustments as needed. For organizations providing afterschool programming during the academic year, please list and describe three distinct specific and measurable 1-year intended programmatic outcomes. One outcome must be related to learning acceleration; the other two may be related to any area of programming. For organizations providing summer enrichment programming, please list and describe three distinct specific and measurable 1-year intended programmatic outcomes. One outcome must be related to learning acceleration; the other two may be related to any area of programming. Examples of SMART objectives/outcomes can be found [here](#).

Summer Outcome 1 (Learning Acceleration)	Learning Acceleration: By July 31, 2026, 75% of summer participants will increase their reading level by at least one DRA level, measured by pre- and post-assessments.
Summer Outcome 2	Engagement & Connection: By July 31, 2026, 80% of participants will report feeling more connected to peers and staff, as measured by pre/post-program surveys.
Summer Outcome 3	Healthy Habits: By July 31, 2026, 70% of participants will demonstrate increased knowledge of nutrition and physical wellness practices, measured by pre/post-assessments.
Afterschool Outcome 1 (Learning Acceleration)	Learning Acceleration: By May 31, 2027, 70% of afterschool participants will improve at least one letter grade in reading or math, as documented by school progress reports.

Afterschool Outcome 2	Attendance: By May 31, 2027, 75% of afterschool participants will attend at least 80% of scheduled program sessions, tracked through attendance records.
Afterschool Outcome 3	SEL Competence: By May 31, 2027, 70% of participants will demonstrate improved social-emotional competencies (self-management, teamwork), assessed via pre/post SEL rubrics.
Describe how you will evaluate the effectiveness of your program activities in helping children and youth to engage, connect, and learn; meet the immediate needs of families; and measure impact in the funding priorities you have identified.	Beyond The Bell uses a comprehensive evaluation framework to measure program effectiveness in academic, social.emotional, and family engagement outcomes. We collect quantitative and qualitative data to assess progress toward our SMART goals and funding priorities. Academic Performance: Reading and math progress will be measured using Developmental Reading Assessments (DRA), guided reading levels, and classroom performance data provided by schools (with parental consent). Homework completion rates and grades will also be tracked for afterschool participants. Engagement & SEL: Pre. and post.program surveys will measure student connectedness, confidence, and well.being. Staff will use observation tools to assess social.emotional skill development in areas such as teamwork, communication, and self.management. Attendance records will be monitored to evaluate program engagement. Healthy Habits: Nutrition and physical activity knowledge will be measured using pre/post quizzes and participation logs in wellness activities. Family & Community Impact: Parent feedback will be collected through surveys and focus groups to assess satisfaction and identify opportunities for program improvement. Findings will be analyzed quarterly and shared with staff, school partners, and funders to drive continuous improvement. This iterative process ensures our program remains responsive, data.driven, and aligned with the needs of Putnam County youth and families.
	Priority Points: Target Populations, Geographic Considerations, & Programmatic Areas of Focus
Are strategies in place to recruit, serve, and/or address specific needs of the following populations (select all that apply):	Youth receiving free or reduced-price lunch Youth in foster care
Free or Reduced-Price Lunch - Please describe specific program strategies to intentionally serve this population.	Because 100% of our youth qualify for free or reduced-price lunch, Beyond The Bell removes financial barriers to ensure equitable access. Our programming is entirely free for families, including academic instruction, enrichment, transportation, and meals. We actively partner with schools to identify and recruit students most in need of academic support, prioritizing those at risk of academic failure. In addition, we provide family engagement workshops that equip parents with tools to support their children's success. This comprehensive approach ensures that low-income youth are not only able to participate but also receive the targeted supports needed for academic and personal growth

Foster Care - Please describe specific program strategies to intentionally serve this population.

Youth in foster care face unique challenges that affect academic performance and social emotional well being. We collaborate with Putnam County DFCS and school counselors to identify foster youth and tailor supports to their needs. Our mentoring model pairs each foster youth with a caring adult for consistent guidance and advocacy. Trauma informed care training equips staff to respond to behavioral and emotional needs sensitively. We work closely with foster families and case managers to ensure communication and continuity of support, providing a stable, nurturing environment where foster youth can build positive relationships, improve academic skills, and strengthen resilience.

Please indicate the percentage of youth your program served last year for each priority population selected

Priority Points Template (Target Pops).xlsx

Does your program have sites in any of the BOOST priority counties?

No

Does your program provide literacy instruction and/or enrichment activities utilizing a science of reading-based curriculum, framework, or toolkit?

No

Does your program provide numeracy instruction and/or enrichment activities utilizing a structured curriculum, framework, or toolkit?

Yes

Please describe the curriculum, framework, or toolkit used and how it is incorporated into your afterschool and/or summer programming.

Our program integrates evidence-based curricula and frameworks to drive academic achievement, social-emotional growth, and lifelong learning. Academic Framework: We use guided reading strategies, the Developmental Reading Assessment (DRA), and leveled reading materials aligned with the science of reading to improve literacy outcomes. Math instruction focuses on fluency and conceptual understanding through hands-on, problem-based learning. Certified teachers and paraprofessionals deliver individualized and small-group instruction to address skill gaps, reinforced by daily homework support. Social-Emotional Learning: The Botvin LifeSkills curriculum provides structured lessons on decision-making, stress management, communication, and resisting negative peer influences. We embed restorative practices and trauma-informed approaches throughout programming to foster emotional safety and resilience. Project-Based Learning: Students engage in collaborative, real-world projects that integrate academic content with creativity and critical thinking, helping them apply classroom skills to practical scenarios. Wellness & Healthy Habits: Gardening projects, cooking classes, and nutrition education teach students the importance of healthy lifestyles while fostering responsibility and teamwork. This integrated curriculum ensures that youth not only meet academic benchmarks but also develop essential life skills, preparing them for future educational and personal success.

Does your program provide workforce development/career exploration activities utilizing a structured framework?

No

Budget

For the current fiscal year, what is the total budget for the out-of-school time (afterschool and summer) program?

181250

Indicate how much funding you are requesting per year after consulting the Funding Matrix found in section XI of this RFP.

181250

Describe other sources of funding that support your afterschool and summer enrichment programming, including participant fees, other government grants, foundation grants, in-kind services, or fundraising efforts. Please give readers an understanding of the percent of funding comes from the various sources.

We are requesting the maximum allowable BOOST funding for a year. Our program serving 75 youth in summer and 50 youth in afterschool, all from low-income households. Based on the BOOST funding matrix, this equates to \$181,250. BOOST funds will primarily support staffing, which is our largest program cost. Certified teachers, paraprofessionals, and program coordinators will deliver academic instruction, enrichment, and social/emotional supports. A portion of funds will cover transportation, including the purchase of a van to safely transport youth. Additional costs include curriculum materials, program supplies, and field trip expenses to provide well-rounded enrichment opportunities. Healthy meals and snacks, aligned with CACFP and USDA guidelines, are included to address food insecurity. Professional development is also budgeted to ensure staff are trained in evidence-based literacy, math, SEL, and trauma-informed practices. Beyond The Bell supplements BOOST funding through individual donations, corporate sponsorships, board contributions, and state/federal grants. These combined resources ensure program sustainability and allow us to provide services at no cost to families, removing financial barriers and ensuring equitable access for Putnam County youth.

Please upload your budget utilizing the budget template from the RFP detailing all program expenses. Each line item must include the Georgia Department of Education accounting codes.

[BTB_BOOST25-Application-Budget.xlsx](#)

Forms and Attachments Conflict of Interest (required for all) Program Assurances (required for all) Site Location Form (required for all) Sample Schedules for afterschool and/or summer programming (required for all) Memorandum of Agreements with community partners (for organizations in which community partners will provide program activities) Expenditure Prior Approval Form (required for those making capital expenditures or technology purchases that exceed \$5,000 per unit)

Please upload all required forms and any optional attachments.

[BTB-BOOST-Program-Assurances.pdf](#)

[BOOST-Site-Form.xlsx](#)

[Assurances.pdf](#)

[Conflict_of_Interest.pdf](#)

[Beyond_The_Bell_Sample_Afterschool_Schedules.docx](#)

[Beyond_The_Bell_Sample_Summer_Schedule.docx](#)



2940 Riverside Drive
 Macon, GA 31204
 (478) 259-7566-O
 (404) 374-8624-C
 Sandra L. Dean, Executive Director
 Tyrique Warren, Project Director
www.beyondthebellkids.org

BOOST Grant (Building Opportunities in Out of School Time) Afterschool and Summer Enrichment Programs.

Beyond The Bell is a non-profit (501c3) organization. Our mission is to provide evidenced-based programs for youth in order to provide them with LifeSkills to become healthy and productive adults. We have provided youth programs for the past 23 years in various locations including DeKalb County, Rockdale County, Bibb County, City of Savannah, and the City of Atlanta, under funding from the Department of Behavioral Health and Developmental Services. In addition to this funding, we have received funding from federal sources such as Drug Free Communities grant and STOP (Sober Truth on Preventing Underage Drinking Act). Our State fundings include Governors Office on Hwy Safety, PIPP (Partners in Prevention Program), Parenting programs from Department of Human Services, children's Health Grants from Grady and Rockdale Hospitals, as well as the DHS After School funding for 15 years, (from the sites listed above).

BOOST Grants are intended to support the learning acceleration, academic development, connectedness, and well-being of Georgia's students, utilizing a whole child approach.

The purpose of BOOST Grants is to deliver evidence-based programming that helps students build essential academic skills while also addressing non-academic barriers. Programs are expected to provide academic acceleration, youth development services, and opportunities for enrichment, including exposure to new technologies.

The program places special emphasis on reaching students who face the most challenges. This includes youth receiving free or reduced-price lunch, those with disabilities, students experiencing homelessness or in foster care, English language learners, youth involved in the juvenile justice system, and those who are chronically absent. Programs in counties without existing state-funded learning centers will also receive priority.

Applicants must propose to use funds for at least one of the following purposes:

- Expand access to serve more youth, with an emphasis on children who were most impacted by the pandemic. Potential strategies include:
 - Increasing program slots for children and youth
 - Expanding an existing program to a community with few or no options currently available
 - Creating a new program in a community with few or no options currently available
 - Increasing weeks, days, hours of summer programming
- Reduce barriers to participation to ensure access for all. Potential strategies include:
 - Providing free transportation to and from the program site(s)
 - Increasing access for children and youth with disabilities, youth experiencing homelessness, youth in foster care, English language learners, youth receiving free or reduced-price lunch, and migratory youth
- Increase programmatic quality and expand or enhance supports/services offered. Potential strategies include:
 - Enhancing learning acceleration through increased staffing of certified teachers, new curriculum, staff professional development, and/or activities.

Plans to Use Jimmy Davis Park if approved:

We are respectfully requesting the use of this location basically for the space it has, the proximity of youth living in the area and its outdoor space for activities such as exercise, walking, etc. Youth will be trained in how to use outdoors as a form of recreation and healthy activities and an appreciation of the outdoors.

Beyond The Bell has the proper insurance as required and will consult with our insurance company on the liability. However, this is a discussion we would like to have on overall liability of the program.

Grant amount requested:

\$105,000. This amount requires a total of 51+ youth enrollment in the program.

File Attachments for Item:

7. Consent Agenda

- a. Approval of Minutes - August 19, 2025 Regular Meeting (staff-CC)
- b. Approval of Minutes - August 29, 2025 Called Meeting-Budget (staff-CC)
- c. Approval of Minutes - August 29, 2025 Called Meeting (staff-CC)
- d. Approval of Minutes - August 29, 2025 Executive Session (staff-CC)

PUTNAM COUNTY BOARD OF COMMISSIONERS



117 Putnam Drive, Suite A ♦ Eatonton, GA 31024

Minutes

Tuesday, August 19, 2025 ♦ 6:00 PM

Putnam County Administration Building – Room 203

The Putnam County Board of Commissioners met on Tuesday, August 19, 2025 at approximately 6:00 p.m. in the Putnam County Administration Building, 117 Putnam Drive, Room 203, Eatonton, Georgia.

PRESENT

Chairman Bill Sharp
Commissioner Tom McElhenney
Commissioner Richard Garrett
Commissioner Steve Hersey
Commissioner Jeff Wooten

STAFF PRESENT

County Attorney Adam Nelson
County Manager Paul Van Haute
County Clerk Lynn Butterworth

STAFF ABSENT

Deputy County Clerk Mercy Fluker

Opening

1. Welcome - Call to Order

Chairman Sharp called the meeting to order at approximately 6:01 p.m.
(Copy of agenda made a part of the minutes on minute book page _____.)

2. Approval of Agenda

Motion to approve the Agenda.

Motion made by Commissioner McElhenney, Seconded by Commissioner Garrett.

Voting Yea: Commissioner McElhenney, Commissioner Garrett, Commissioner Hersey, Commissioner Wooten

3. Invocation

Ms. Cynthia Wallace gave the invocation.

Draft Minutes	Page 1 of 8	
August 19, 2025		

4. Pledge of Allegiance (TM)
Commissioner McElhenney led the Pledge of Allegiance.

Zoning Public Hearing

Chairman Sharp opened the Zoning Public Hearing at approximately 6:05 p.m.

5. Request by Bailey Lively, agent for Betty Weem, for a conditional use at 671 Twin Bridges Road, presently zoned AG [Map 057, Parcel 010, District 4] (staff-P&D)
Ms. Bailey Lively spoke in support of this request. No one signed in to speak against this item. Planning and Development staff recommendation was for approval for a conditional use at 671 Twin Bridges Road, presently zoned AG [Map 057, Parcel 010, District 4].

Motion to approve the request by Bailey Lively, agent for Betty Weem, for a conditional use at 671 Twin Bridges Road, presently zoned AG [Map 057, Parcel 010, District 4].

Motion made by Commissioner Wooten, Seconded by Commissioner Hersey.

Voting Yea: Commissioner McElhenney, Commissioner Garrett, Commissioner Hersey, Commissioner Wooten

6. Request by Rick McAllister, agent for Imperial Park Holdings, LLC, to rezone 3.0 acres at 301 New Phoenix Road from AG to C-1 [Map 105, Part of Parcel 019, District 1] (staff-P&D)

Mr. Rick McAllister spoke in support of this request. Ms. Barb Vargo also spoke in support. The following individuals spoke against this item: Ms. Sharron Callahan (handout), Ms. Susan Mitchell, Mr. Joey Wood, Ms. Lynn Youngblood, Mr. Don Sadler, Ms. Maria Sine, Mr. Billy Webster, Ms. Erin Olson, Ms. Jennifer Ray. Mr. McAllister used the remainder of his time to respond to comments.

Planning and Development staff recommendation was for approval to rezone 3.0 acres at 301 New Phoenix Road from AG to C-1 [Map 105, Part of Parcel 019, District 1] with the following conditions:

1. The property must be used for the purpose stated in the filed application, unless approved by the Board of Commissioners.
2. The developer shall install both a right turn lane and left turn lane, on Old Phoenix and New Phoenix Road, per state and local guidelines.
3. This rezoning shall be conditioned upon the resurveying and recordation in the Superior Court of Putnam County of an accurate plat within 120 days of approval by the board of commissioners. A copy of the recorded plat shall be filed with the planning and development department director. Failure to file a plat pursuant to this subsection shall have the effect of invalidating the rezoning action.
4. Failure to abide by the stated conditions shall cause the property to revert to the Agriculture designation.

Motion to deny the request by Rick McAllister, agent for Imperial Park Holdings, LLC, to rezone 3.0 acres at 301 New Phoenix Road from AG to C-1 [Map 105, Part of Parcel 019, District 1].

Motion made by Commissioner Hersey, Seconded by Commissioner Garrett.

Voting Yea: Commissioner Garrett, Commissioner Hersey

Voting Nay: Chairman Sharp, Commissioner McElhenney, Commissioner Wooten

Motion to table the request by Rick McAllister, agent for Imperial Park Holdings, LLC, to rezone 3.0 acres at 301 New Phoenix Road from AG to C-1 [Map 105, Part of Parcel 019, District 1].

Motion made by Commissioner McElhenney, Seconded by Commissioner Wooten.

Voting Yea: Commissioner McElhenney, Commissioner Garrett, Commissioner Hersey, Commissioner Wooten

(Copy of handouts made a part of the minutes on minute book pages _____ to _____.)

Chairman Sharp closed the Zoning Public Hearing at approximately 7:17 p.m.

Budget Public Hearing

Chairman Sharp opened the Budget Public Hearing at approximately 7:17 p.m.

7. Presentation of Proposed FY26 Budget (staff-CM & Fin)

County Manager Van Haute presented a PowerPoint on the proposed FY26 Budget.

(Copy of presentation made a part of the minutes on minute book pages _____ to _____.) No action taken.

8. Comments from Commissioners and/or Staff

Commissioner Hersey questioned why the library is in the Special Service District and commented that staff did a great job balancing the budget with the least amount of money coming out of the fund balance but was not sure how long that can continue. He advised that expenditures are up 6.3% over last year and that the county needs to find some other way of paying for necessary services, such as impact fees or large increase in fees.

Commissioner Garrett expressed his appreciation for the staff's attempt to balance the budget. He questioned transferring expenses from the General Fund to TSPLOST and asked for clarification on the \$600K road paving money and how it will be accounted for.

Commissioner McElhenney thanked the staff for doing a good job balancing everything and making it work. He also advised that the county needs to find ways to increase revenue.

9. Comments from the Public

Mr. Bill Vargo signed in but declined comments.

Ms. Barb Vargo thanked the staff or what they do and commented on TSPLOST and convenience centers being charged to the Special Service District.

Mr. Billy Webster displayed a chart for general fund revenues and expenditures, explaining that expenditures are exceeding revenue.

Mr. Charles Ray signed in but declined comments.

Chairman Sharp closed the Budget Public Hearing at approximately 7:47 p.m.

Draft Minutes	Page 3 of 8	
August 19, 2025		

Road Abandonment Public Hearing

Chairman Sharp opened the Road Abandonment Public Hearing at approximately 7:47 p.m.

10. Proposed Abandonment of Joe Wooten Road

No one signed in to speak on this item. No action taken.

11. Proposed Abandonment of Wooten Road

No one signed in to speak on this item. No action taken.

Chairman Sharp closed the Road Abandonment Public Hearing at approximately 7:48 p.m.

Meeting recessed at approximately 7:49 p.m.

Meeting reconvened at approximately 8:00 p.m.

Regular Business Meeting

12. Public Comments

Mr. Bill Vargo questioned a proposed conflict of interest over he and his wife applying for the same committee.

Mr. Pete Crockett commented on the new Publix that is being built and how that is affecting nearby creeks close to his property.

Mr. Don Sadler commented on the Jimmy Davis Park Partnership Advisory Committee.

13. Consent Agenda

a. Approval of Minutes - August 1, 2025 Regular Meeting (staff-CC)

b. Approval of Minutes - August 1, 2025 Budget Work Session (staff-CC)

Motion to approve the Consent Agenda.

Motion made by Commissioner Hersey, Seconded by Commissioner McElhenney.

Voting Yea: Commissioner McElhenney, Commissioner Garrett, Commissioner Hersey, Commissioner Wooten

14. Request for Approval of Bailiff and Juror Compensation Increases for FY26 (COC)

Clerk of Court Trevor Addison explained this request and advised that it had been 39 years since the last juror pay increase and 24 years since the last bailiff pay increase. He advised that the increases were already included in his FY26 budget and that even though the bailiffs are under the Sheriff, but his office pays the expenses.

Motion to approve Bailiff and Juror compensation increases with Bailiff pay going from \$50 to \$75 per day and Juror pay going from \$25 to \$35 per day.

Motion made by Commissioner McElhenney, Seconded by Commissioner Hersey.

Voting Yea: Commissioner McElhenney, Commissioner Garrett, Commissioner Hersey, Commissioner Wooten

Draft Minutes	Page 4 of 8	
August 19, 2025		

15. Request for Final Plat Subdivision Approval - Cottage Grove at Lake Oconee (staff-P&D)
Planning and Development Director Jackson advised that Technical Review Committee entities have signed off on the final plat and that Planning and Development recommends approval.

Motion to approve Final Plat subdivision for Cottage Grove at Lake Oconee.

Motion made by Commissioner McElhenney, Seconded by Commissioner Garrett.

Voting Yea: Commissioner McElhenney, Commissioner Garrett, Commissioner Hersey, Commissioner Wooten

(Copy of plat made a part of the minutes on minute book page _____.)

16. Authorization for Chairman to sign Resolution Calling for an Election to Impose a County Special Purpose Local Option Sales Tax (SPLOST 10) (staff-CM/CA)

Ms. Barb Vargo commented on the county extension office and the jail.

Motion to table the Resolution Calling for an Election to Impose a County Special Purposed Local Option Sales Tax (SPLOST 10) until the Intergovernmental Agreement with the City of Eatonton can be amended.

Motion made by Commissioner Hersey, Seconded by Commissioner Garrett.

Chairman Sharp advised that there is no discussion on a motion to table and called for the vote.

Commissioner Hersey questioned the Chairman's ruling.

Attorney Nelson advised that the strict interpretation of Robert's Rules of Order is that a motion to table is to be voted on without discussion, but those rules could be suspended.

Commissioner Hersey requested to waive the rules and allow for at least a minimal debate on why the tabling is in order.

Voting Yea: Commissioner Garrett, Commissioner Hersey

Voting Nay: Commissioner McElhenney, Commissioner Wooten, Chairman Sharp

Motion failed.

Motion to suspend the rules.

Motion made by Commissioner Hersey. No second received.

Motion to prohibit the Chairman from signing the Resolution Calling for an Election to Impose a County Special Purpose Local Option Sales Tax (SPLOST 10).

Motion made by Commissioner Hersey, Seconded by Commissioner Garrett

Commissioner Hersey advised that he had issues with the resolution, mainly that the estimated costs need to be rounded to the nearest thousand and money should be added for Public Works Roads and Bridges. He further advised that the IGA needed to be amended before getting the amended resolution published in the newspaper and that adding roads and bridges will increase the chances of approval.

Motion to table.

Motion made by Commissioner Hersey, Seconded by Commissioner Garrett

Voting Yea: Commissioner McElhenney, Commissioner Garrett, Commissioner Hersey

Voting Nay: Commissioner Wooten

Draft Minutes	Page 5 of 8	
August 19, 2025		

17. Discussion and possible action to end the moratorium on Putnam County Code of Ordinances, Chapter 18 "Public Nuisance Dwellings, Buildings, or Structures" (SH)
Mr. Bill Vargo commented that the moratorium is not needed.

Motion to end the moratorium on Putnam County Code of Ordinances, Chapter 18 "Public Nuisance Dwellings, Buildings, or Structures" effective upon approval.

Motion made by Commissioner Hersey, Seconded by Commissioner Garrett

A lengthy discussion followed.

Motion to call the question.

Motion by Commissioner McElhenney, Seconded by Commissioner Wooten

Voting Yea: Chairman Sharp, Commissioner McElhenney, Commissioner Wooten

Voting Nay: Commissioner Garrett, Commissioner Hersey

Vote on original motion to end the moratorium.

Voting Yea: Commissioner Garrett, Commissioner Hersey

Voting Nay: Chairman Sharp, Commissioner McElhenney, Commissioner Wooten

18. Discussion and possible action to request that the County Clerk increase the Short Term Rental application fees to \$700 and to allocate \$300 per application to the Special Service District (SH)

Mr. Bill Vargo commented that he was not in favor of a fee increase.

Ms. Erin Olson commented that the county is not making money off short term rentals, just increasing trash at the recycle centers.

Motion that pursuant to the Putnam County Code of Ordinances, Section 22-124 (i), request that the County Clerk increase the Short Term Rental application fee to \$700.00 and to require the County Manager to allocate \$300.00 per application to the Special Service District.

Motion made by Commissioner Hersey, Seconded by Commissioner Garrett

Motion to amend by changing the application fee to \$500.00 with \$250.00 per application being allocated to the Special Service District.

Motion made by Commissioner McElhenney, Seconded by Commissioner Garrett

Voting Yea: Commissioner McElhenney, Commissioner Garrett, Commissioner Hersey, Commissioner Wooten

Vote on motion as amended.

Voting Yea: Commissioner McElhenney, Commissioner Garrett, Commissioner Hersey, Commissioner Wooten

19. Discussion and possible action to schedule the "Development" work session voted by the BOC on April 4, 2025 (RG)

Mr. Charles Gray commented on a recent Georgia Association of Zoning Administrator’s conference and the need to keep the Comprehensive Plan updated and reviewed annually. Barb Vargo commented on recent developments and growth in the county, the Comprehensive Plan and rezoning.

Motion to schedule a Development Work Session.

Motion made by Commissioner Garrett, Seconded by Commissioner McElhenney

Motion withdrawn by Commissioner Garrett, agreed by Commissioner McElhenney. No action taken. Clerk Butterworth will email commissioners with possible dates and Chairman Sharp will set a work session date.

Reports/Announcements

20. County Manager Report
No report.

21. County Attorney Report
No report.

22. Commissioner Announcements
Commissioner McElhenney: GAZA does great training, encouraged commissioners to attend some of their events.

Commissioner Garrett: Putnam County Golden Eagle Award Dinner, a scout event, will be Thursday, August 28, 2025 at 7:00 p.m. at Barrell 118.

Commissioner Hersey: none

Commissioner Wooten: none

Chairman Sharp: The Georgia Department of Transportation (Georgia DOT) has scheduled a quick response project to improve efficiency and safety on State Route 44 near Lake Oconee. Right-hand passing lanes will be installed on SR 44 southbound at Clack Circle and SR 44 northbound near Lake Oconee Family Fitness. Because this section of SR 44 is a two-lane road without turn lanes, congestion occurs when drivers attempt to make left turns at these locations. Consequently, Georgia DOT has observed drivers using the shoulder to pass on the right. A contractor will install additional pavement and striping at these locations to allow drivers to safely pass on the right.

Executive Session

23. Enter Executive Session as allowed by O.C.G.A. 50-14-4 for Personnel, Litigation, or Real Estate

Chairman Sharp advised that an Executive Session was not needed.

24. Reopen meeting following Executive Session

Executive Session not held.

25. Authorize Chairman to sign Affidavit concerning the subject matter of the closed portion of the meeting

Executive Session not held.

26. Action, if any, resulting from the Executive Session

Executive Session not held.

Closing

27. Adjournment

Motion to adjourn the meeting.

Motion made by Commissioner McElhenney, Seconded by Commissioner Garrett.

Voting Yea: Commissioner McElhenney, Commissioner Garrett, Commissioner Hersey, Commissioner Wooten

Meeting adjourned at approximately 9:54 p.m.

ATTEST:

Lynn Butterworth
County Clerk

B. W. “Bill” Sharp
Chairman

PUTNAM COUNTY BOARD OF COMMISSIONERS



117 Putnam Drive, Suite A ♦ Eatonton, GA 31024

Special Called Meeting

Minutes

Friday, August 29, 2025 ♦ 10:00 AM

Putnam County Administration Building – Room 203

The Putnam County Board of Commissioners met on Friday, August 29, 2025 at approximately 10:00 AM in the Putnam County Administration Building, 117 Putnam Drive, Room 203, Eatonton, Georgia.

PRESENT

Chairman Bill Sharp
Commissioner Tom McElhenney
Commissioner Richard Garrett
Commissioner Steve Hersey
Commissioner Jeff Wooten

STAFF PRESENT

County Attorney Adam Nelson
County Manager Paul Van Haute
County Clerk Lynn Butterworth
Assistant Finance Director Jennifer Fricks

Opening

1. Call to Order

Chairman Sharp called the meeting to order at approximately 10:02 a.m.
(Copy of agenda made a part of the minutes on minute book page _____.)

2. Pledge of Allegiance (TM)

Commissioner McElhenney led the Pledge of Allegiance.

Draft Called Meeting Minutes- Budget	Page 1 of 2	
August 29, 2025		

Called Meeting

3. Approval of FY26 Budget and Authorization for Chairman to sign 2026 Budget Resolution (staff-CM & Fin)

Motion to approve the FY26 Budget and authorize the Chairman to sign the 2026 Budget Resolution.

Motion made by Commissioner McElhenney, Seconded by Commissioner Garrett.

Voting Yea: Commissioner McElhenney, Commissioner Garrett, Commissioner Hersey, Commissioner Wooten

(Copy of resolution made a part of the minutes on minute book pages _____ to _____.)

Closing

4. Adjournment

Motion to adjourn the meeting.

Motion made by Commissioner McElhenney, Seconded by Commissioner Garrett.

Voting Yea: Commissioner McElhenney, Commissioner Garrett, Commissioner Hersey, Commissioner Wooten

Meeting adjourned at approximately 10:13 a.m.

ATTEST:

Lynn Butterworth
County Clerk

B. W. “Bill” Sharp
Chairman

Draft Called Meeting Minutes- Budget	Page 2 of 2	
August 29, 2025		

PUTNAM COUNTY BOARD OF COMMISSIONERS



117 Putnam Drive, Suite A ♦ Eatonton, GA 31024

Special Called Meeting

Minutes

Friday, August 29, 2025 ♦ 10:30 AM

Putnam County Administration Building – Room 203

The Putnam County Board of Commissioners met on Friday, August 29, 2025 at approximately 10:30 AM in the Putnam County Administration Building, 117 Putnam Drive, Room 203, Eatonton, Georgia.

PRESENT

Chairman Bill Sharp
Commissioner Tom McElhenney
Commissioner Richard Garrett
Commissioner Steve Hersey
Commissioner Jeff Wooten

STAFF PRESENT

County Attorney Adam Nelson
County Manager Paul Van Haute
County Clerk Lynn Butterworth

Opening

1. Call to Order
Chairman Sharp called the meeting to order at approximately 10:31 a.m.
(Copy of agenda made a part of the minutes on minute book page _____.)

Executive Session

2. Enter Executive Session as allowed by O.C.G.A. 50-14-4 for Personnel, Litigation, or Real Estate

Motion to enter Executive Session as allowed by O.C.G.A. 50-14-4 for Litigation.

Motion made by Commissioner McElhenney, Seconded by Commissioner Garrett

Voting Yea: Commissioner McElhenney, Commissioner Garrett, Commissioner Hersey, Commissioner Wooten

Meeting closed at approximately 10:32 a.m.

Draft Called Meeting Minutes	Page 1 of 3	
August 29, 2025		

3. Reopen meeting following Executive Session

Motion to reopen the meeting.

Motion made by Commissioner Garrett, Seconded by Commissioner McElhenney

Voting Yea: Commissioner McElhenney, Commissioner Garrett, Commissioner Hersey, Commissioner Wooten

Meeting reopened at approximately 10:57 a.m.

4. Authorize Chairman to sign Affidavit concerning the subject matter of the closed portion of the meeting

Motion to authorize Chairman to sign Affidavit concerning the subject matter of the closed portion of the meeting.

Motion made by Commissioner McElhenney, Seconded by Commissioner Garrett

Voting Yea: Commissioner McElhenney, Commissioner Garrett, Commissioner Hersey, Commissioner Wooten

(Copy of affidavit made a part of the minutes on minute book page _____.)

5. Action, if any, resulting from the Executive Session

No action taken.

Called Meeting

6. Discussion and possible action on Final Plat for Thunder Pointe Commercial Subdivision (tabled at 08-01-2025 meeting)

Mr. Brandon Burgess advised that he was here for questions and commented that he hopes this gets approved today.

Mr. Jerry Donovan advised that the neighborhood and the developer had reached an agreement and he was here to answer questions.

Motion to authorize the Chairman to sign the Final Plat for Thunder Pointe Commercial Subdivision.

Motion made by Commissioner McElhenney, Seconded by Commissioner Garrett.

Voting Yea: Commissioner McElhenney, Commissioner Garrett, Commissioner Hersey, Commissioner Wooten

(Copy of plat made a part of the minutes on minute book page _____.)

7. Authorization for Chairman to sign Thunder Valley Commercial Development August 2025 Settlement Agreement (staff-CA/CM)

Mr. Brandon Burgess signed in to speak but waived comments.

Mr. Jerry Donovan signed in to speak but waived comments.

Motion to authorize the Chaiman to sign the Thunder Valley Commercial Development August 2025 Settlement Agreement

Motion made by Commissioner McElhenney, Seconded by Commissioner Wooten

Motion amended by adding "with declining requests in item #11 & #13".
Amendment made by Commissioner Hersey, Seconded by Commissioner Garrett
Voting Yea: Commissioner McElhenney, Commissioner Garrett, Commissioner Hersey,
Commissioner Wooten

Vote on motion as amended:
Voting Yea: Commissioner McElhenney, Commissioner Garrett, Commissioner Hersey,
Commissioner Wooten
(Copy of agreement made a part of the minutes on minute book pages _____ to
_____.)

8. Authorization for Chairman to sign revised Intergovernmental Agreement for the Use and Distribution of Proceeds from SPLOST (SPLOST #10) (staff-CM)
Ms. Barb Vargo commented on the debt service for a fire truck not being in SPLOST 10, a Public Works paver, the County Extension office, pickleball courts, the Administration Building and the jail.
Mr. Bill Vargo signed in to speak but declined.
Motion to authorize the Chairman to sign the revised Intergovernmental Agreement for the Use and Distribution of Proceeds from SPLOST (SPLOST #10).
Motion made by Commissioner McElhenney, Seconded by Commissioner Hersey.
Voting Yea: Commissioner McElhenney, Commissioner Garrett, Commissioner Hersey,
Commissioner Wooten
(Copy of agreement made a part of the minutes on minute book pages _____ to
_____.)

Closing
9. Adjournment
Motion to adjourn the meeting.
Motion made by Commissioner McElhenney, Seconded by Commissioner Garrett.
Voting Yea: Commissioner McElhenney, Commissioner Garrett, Commissioner Hersey,
Commissioner Wooten

Meeting adjourned at approximately 11:22 a.m.

ATTEST:

Lynn Butterworth
County Clerk

B. W. “Bill” Sharp
Chairman

PUTNAM COUNTY BOARD OF COMMISSIONERS



Office of the County Clerk
117 Putnam Drive, Suite A ♦ Eatonton, GA 31024
706-485-5826 (main office) ♦ 706-485-1877 (direct line) ♦ 706-923-2345 (fax)
lbutterworth@putnamcountyga.us ♦ www.putnamcountyga.us

The draft minutes of the August 29, 2025 Executive Session are available for Commissioner review in the Clerk's office.

File Attachments for Item:

8. Approval of Certification of Road Abandonment for Joe Wooten Road (staff-CC)

ROAD ABANDONMENT CHECKLIST

Name of Road Joe Wooten Road

When there is a request to abandon a county road the following steps must be followed:

1. The Board of Commissioners must approve beginning the process at a regular board meeting.

Completed ☒ Date 6-24-2025

2. A "Notice of Intent to Abandon A County Road" must be published in the legal organ of the county for two weeks.

Completed ☒ Dates 7-24-2025 & 7-31-2025

3. Post signs at each end of the road proposed to be abandoned.

Completed ☒ Date 8-1-2025

4. Public hearing is held.

Completed ☒ Date 8-19-2025

5. Board of Commissioners approves Certification of Road Abandonment at a regular board meeting.

Completed ☐ Date 9-5-2025

- a. A copy of the certification and plat is mailed to the property owner(s).

Completed ☐ Date _____

- b. A copy of the certification and plat is published in the county's legal organ for two weeks.

Completed ☐ Dates _____

6. Board of Commissioners declares road abandoned and authorizes Chairman to sign affidavit of abandonment (and, if needed, resolution conveying land to property owner and quit-claim deed) at a regular board meeting.

Completed ☐ Date _____

- a. County attorney prepares an affidavit of abandonment (and, if needed, resolution and quit-claim deed), to be executed by the Chairman, and files the affidavit and quit-claim deed with the Putnam County Superior Court.

Completed ☐ Date _____

**CERTIFICATION BY
PUTNAM COUNTY BOARD OF COMMISSIONERS
OF DETERMINATION REGARDING ABANDONING
COUNTY ROAD AND DECLARATION OF ABANDONMENT**

WHEREAS, the Putnam County Board of Commissioners has determined that a section of the county road system, specifically, Joe Wooten Road more particularly described on a plat of survey attached hereto as "Exhibits A & B" and made a part hereof, has ceased to be used by the public to the extent that no substantial public purpose is served by it; and

WHEREAS, notice of a public hearing with respect to abandoning such public roads has been published once a week for a period of two weeks in *The Eatonton Messenger* which is the newspaper in which the sheriff's advertisements for the county are published; and

WHEREAS, on August 19, 2025, a public hearing on such issue was held;

NOW, THEREFORE, in accordance with the provisions of OCGA 32-7-2(b)(1), the Putnam County Board of Commissioners does hereby certify that it has determined that Joe Wooten Road described on "Exhibits A & B" attached hereto has ceased to be used by the public to the extent that no substantial public purpose is served by it. The Board does hereby direct the County Clerk to record said certification in the Board's minutes, to provide said certification to the property owners located on the roads described on said "Exhibits A & B", and to publish notice of said certification in *The Eatonton Messenger* once a week for a period of two weeks.

The Board does hereby declare that Joe Wooten Road described on said "Exhibits A & B" to be abandoned once the requirements of OCGA 32-7-2(b)(1) have been met. Thereafter that portion of roads shall no longer be part of the county road system and the rights of the public in and to the portion of the roads as public roads shall cease.

This 5th day of September 2025.

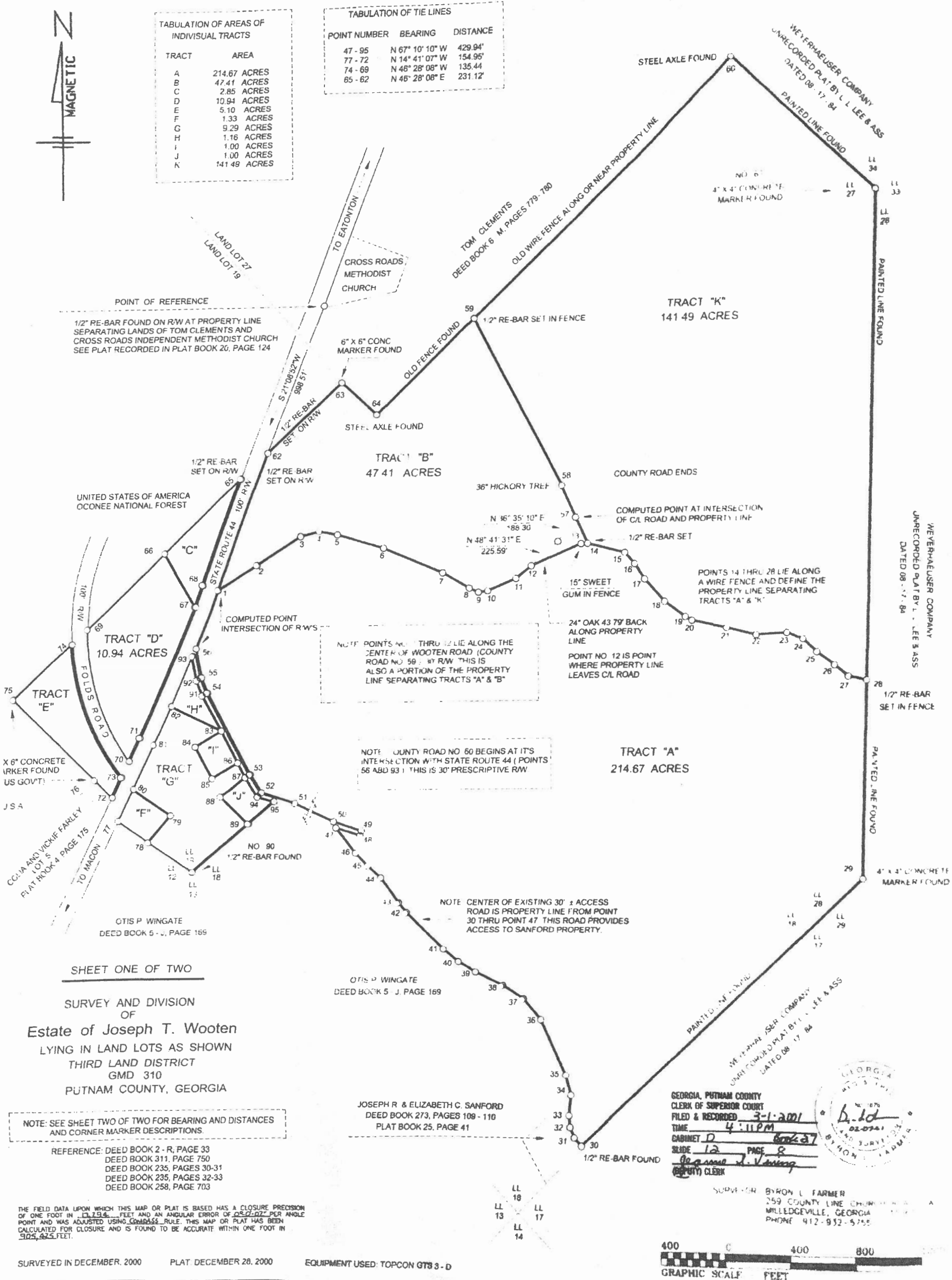
PUTNAM COUNTY BOARD OF COMMISSIONERS

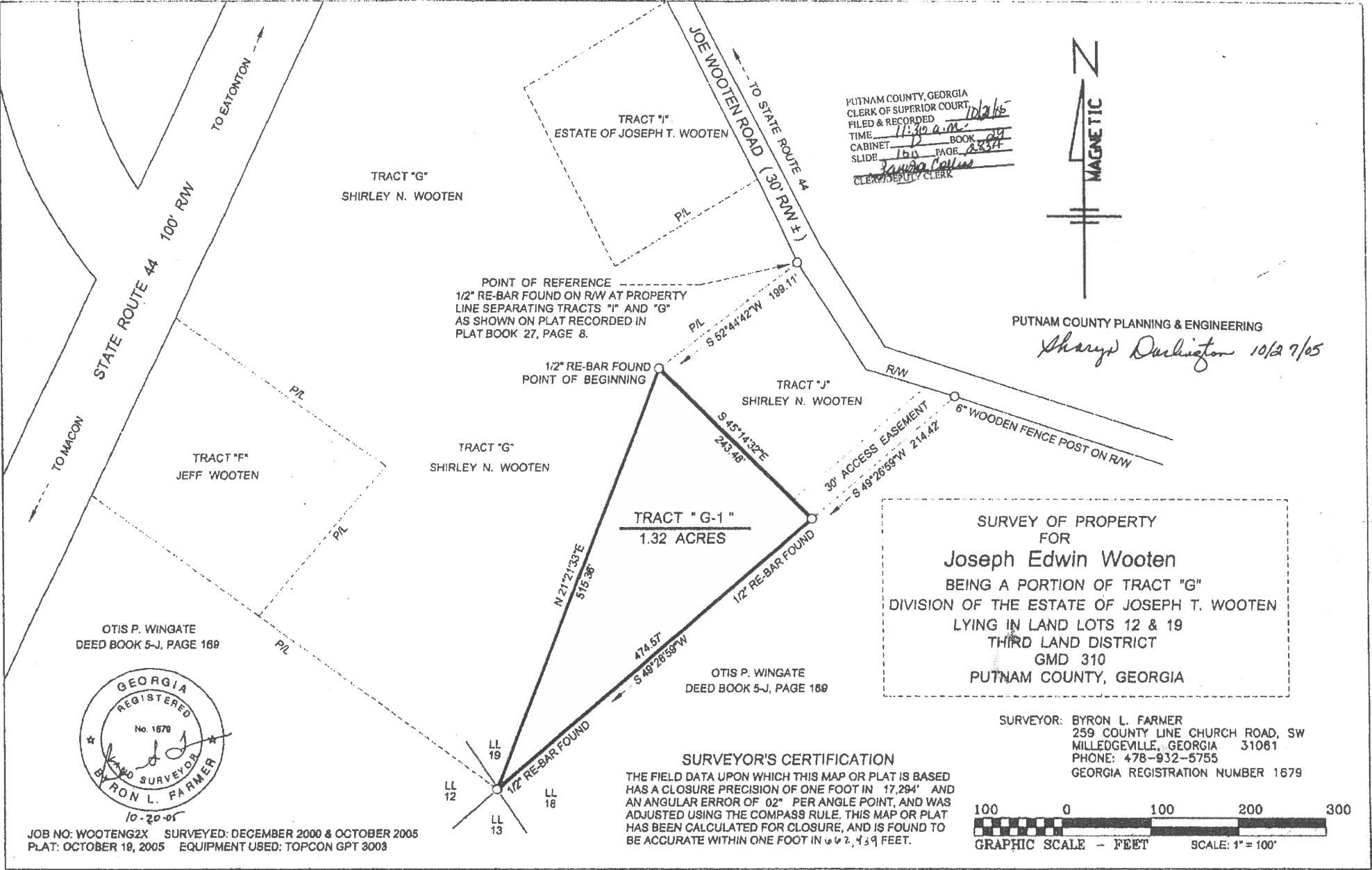
B. W. "Bill" Sharp
Chairman

ATTEST:

Lynn Butterworth
County Clerk

EXHIBIT A





File Attachments for Item:

9. Approval of Certification of Road Abandonment for Wooten Road (staff-CC)

ROAD ABANDONMENT CHECKLIST

Name of Road Wooten Road

When there is a request to abandon a county road the following steps must be followed:

1. The Board of Commissioners must approve beginning the process at a regular board meeting.

Completed ☒ Date 6-24-2025

2. A "Notice of Intent to Abandon A County Road" must be published in the legal organ of the county for two weeks.

Completed ☒ Dates 7-24-2025 & 7-31-2025

3. Post signs at each end of the road proposed to be abandoned.

Completed ☒ Date 8-1-2025

4. Public hearing is held.

Completed ☒ Date 8-19-2025

5. Board of Commissioners approves Certification of Road Abandonment at a regular board meeting.

Completed ☐ Date 9-5-2025

- a. A copy of the certification and plat is mailed to the property owner(s).

Completed ☐ Date _____

- b. A copy of the certification and plat is published in the county's legal organ for two weeks.

Completed ☐ Dates _____

6. Board of Commissioners declares road abandoned and authorizes Chairman to sign affidavit of abandonment (and, if needed, resolution conveying land to property owner and quit-claim deed) at a regular board meeting.

Completed ☐ Date _____

- a. County attorney prepares an affidavit of abandonment (and, if needed, resolution and quit-claim deed), to be executed by the Chairman, and files the affidavit and quit-claim deed with the Putnam County Superior Court.

Completed ☐ Date _____

**CERTIFICATION BY
PUTNAM COUNTY BOARD OF COMMISSIONERS
OF DETERMINATION REGARDING ABANDONING
COUNTY ROAD AND DECLARATION OF ABANDONMENT**

WHEREAS, the Putnam County Board of Commissioners has determined that a section of the county road system, specifically, Wooten Road more particularly described on a plat of survey attached hereto as “Exhibits A & B” and made a part hereof, has ceased to be used by the public to the extent that no substantial public purpose is served by it; and

WHEREAS, notice of a public hearing with respect to abandoning such public roads has been published once a week for a period of two weeks in *The Eatonton Messenger* which is the newspaper in which the sheriff’s advertisements for the county are published; and

WHEREAS, on August 19, 2025, a public hearing on such issue was held;

NOW, THEREFORE, in accordance with the provisions of OCGA 32-7-2(b)(1), the Putnam County Board of Commissioners does hereby certify that it has determined that Wooten Road described on “Exhibits A & B” attached hereto has ceased to be used by the public to the extent that no substantial public purpose is served by it. The Board does hereby direct the County Clerk to record said certification in the Board’s minutes, to provide said certification to the property owners located on the roads described on said “Exhibits A & B”, and to publish notice of said certification in *The Eatonton Messenger* once a week for a period of two weeks.

The Board does hereby declare that Wooten Road described on said “Exhibits A & B” to be abandoned once the requirements of OCGA 32-7-2(b)(1) have been met. Thereafter that portion of roads shall no longer be part of the county road system and the rights of the public in and to the portion of the roads as public roads shall cease.

This 5th day of September 2025.

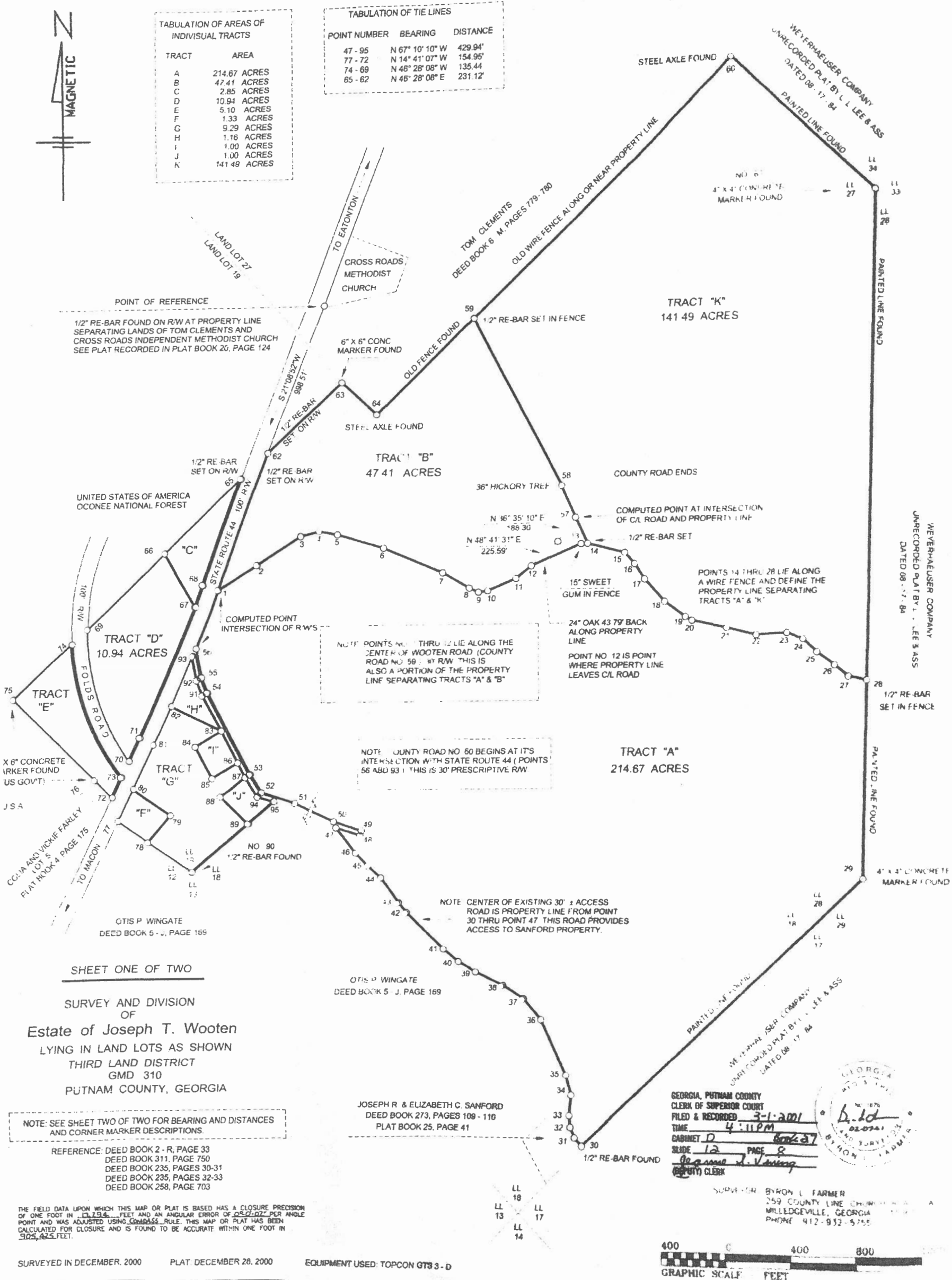
PUTNAM COUNTY BOARD OF COMMISSIONERS

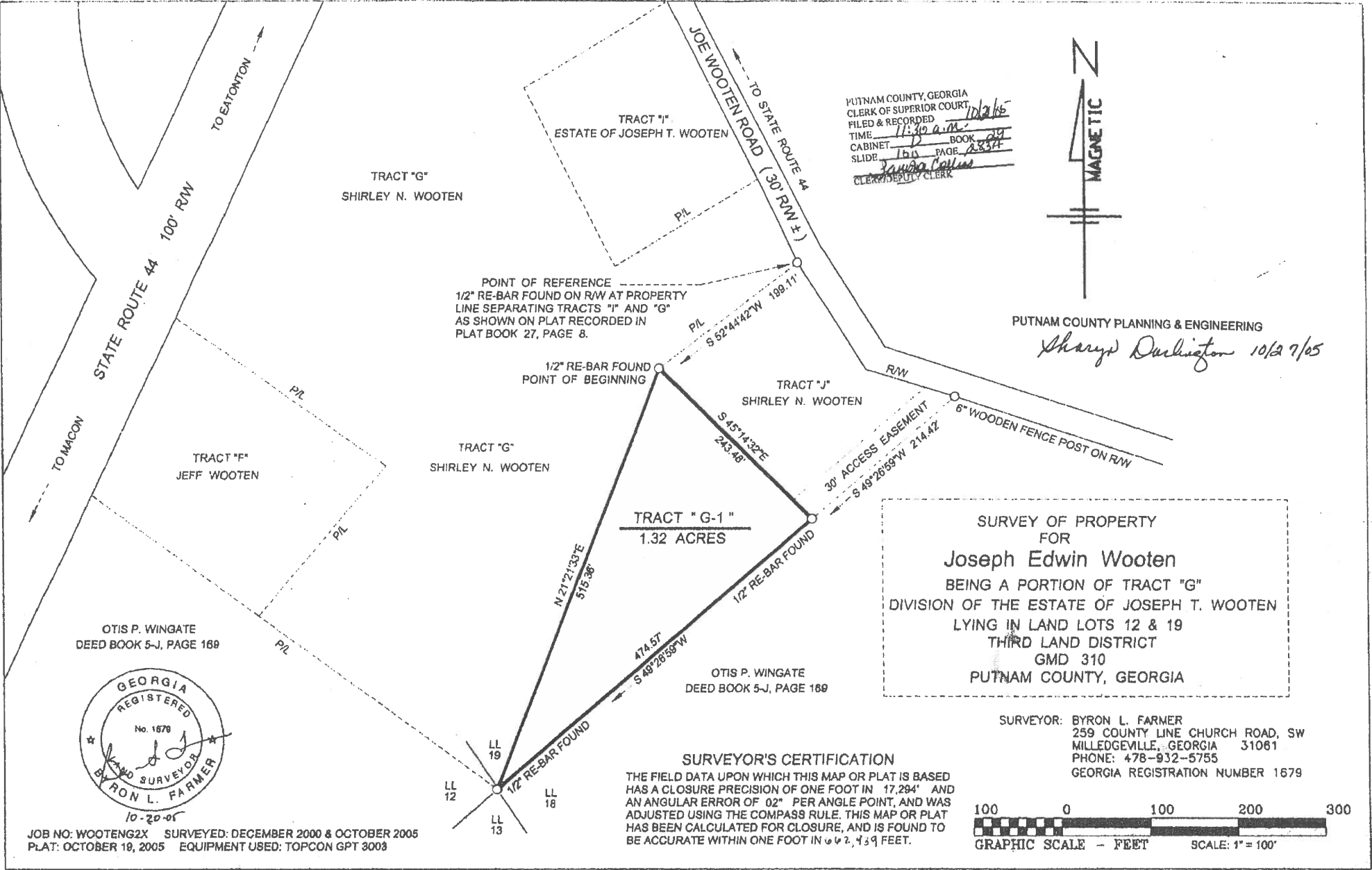
B. W. “Bill” Sharp
Chairman

ATTEST:

Lynn Butterworth
County Clerk

EXHIBIT A





File Attachments for Item:

10. Awarding of Solicitation #25-42001-001 Full Depth Reclamation of Harmony Road, Dennis Station Road, Mahaffey Drive, Wards Chapel Road, Crooked Creek Road, and Little Circle Using High Performance Paving (staff-CM)

BID TABULATION SHEET

PROJECT NO:

25-42001-001

Full Depth Reclamation (Lith-Tec)

COUNTY:

Putnam

[illegible]

Lyn Butcher
Morica Evans

Lynn Butterworth

From: Paul Van Haute
Sent: Wednesday, August 27, 2025 10:52 AM
To: Lynn Butterworth; Bill Sharp
Subject: Fw: Award Recommendation - Bid No 25-42001-001 - 2025 FDR Putnam

FDR projects low bid ER SNELL

From: Julian Archer <Julian.Archer@oneatlas.com>
Sent: Wednesday, August 27, 2025 10:47 AM
To: Paul Van Haute <pvanhaute@putnamcountyga.us>
Cc: Jerry Brinson <Jerry.Brinson@oneatlas.com>; Alan Smith <Alan.Smith@oneatlas.com>
Subject: Award Recommendation - Bid No 25-42001-001 - 2025 FDR Putnam

Good morning, Mr. Van Haute

Atlas Technical Consultants, LLC. has completed the check of the bid documents for Bid # 25-42001-001 (2025 FDR Putnam) which was received on August 21, 2025, at 2 pm. The bids are reflected below:

E.R. Snell Contractor	\$2,973,057.60	LOW BIDDER
Pittman Construction	\$4,024,998.25	

The engineer's estimate for this project is \$7,448,695.00. The low bidder was E.R. Snell Contractor with a bid of \$2,973,057.60. This bid is 60% less than the engineer's estimated costs for this project. The bid package was complete and was received on time. All bonding, insurance, and certifications appear to be in order. Atlas recommends that Putnam County award the contract to E.R. Snell Contractor.

If Putnam County approves, Atlas will email a Notice of Award to Putnam County to place on Putnam County letterhead and sign so that Atlas can forward this Notice of Award to the contractor.

If you have any questions or need any additional information, please feel free to contact me.

Thanks in advance.

Julian Archer
 CM Project Manager 1



Cell: (943) 269-6263
Email: julian.archer@oneatlas.com

This message and any attachments are intended only for the use of the addressee and may contain information that is privileged and/or confidential. If the reader of the message is not the intended recipient or an authorized representative of the intended recipient, you are hereby notified that any use and/or dissemination of any of this communication is strictly prohibited. If you have received this communication in error, notify the sender immediately by return email and delete the message and any attachments from your system.

PUTNAM COUNTY GEORGIA	
PROJECT #:	NA
PROJECT:	2025 LITH-TEC PROJECT
BID NUMBER	25-42001-001

BID TABULATION SUMMARY				TOTAL	Engineers Estimate		ER Snell Contractor		Pittman Construction	
Item #	GDOT #	Description	Units	Est. Bid Quantity	Unit Price Bid	Total Bid Price	Unit Price Bid	Total Bid Price	Unit Price Bid	Total Bid Price
001	210-0200	GRADING PER MILE	LM	13.84	\$16,000.00	\$221,440.00	\$21,800.00	\$301,712.00	\$11,650.00	\$161,236.00
002	301-0320	FULL DEPTH RECLAMATION (10" DEPTH W/HIGH PERFORMANCE PAVING TO BE FURNISHED BY OTHERS)	SY	186795.00	\$21.00	\$3,922,695.00	\$3.20	\$597,744.00	\$7.99	\$1,492,492.05
003	301-0320	FULL DEPTH RECLAMATION (8" DEPTH W/HIGH PERFORMANCE PAVING TO BE FURNISHED BY OTHERS)	SY	14620.00	\$21.00	\$307,020.00	\$4.10	\$59,942.00	\$7.99	\$116,813.80
004	402-3113	RECYCL ASPH CONC SP, 12.5mm, GP 1 OR 2, INCL BM & HL (220#/SY)	TN	21230.00	\$135.00	\$2,866,050.00	\$88.75	\$1,884,162.50	\$100.33	\$2,130,005.90
005	429-1000	RUMBLE STRIPS (Thermoplastic)	EA	12.00	\$850.00	\$10,200.00	\$781.00	\$9,372.00	\$750.00	\$9,000.00
006	652-2501	SOLID TRAF STRIPE, 5 IN, WHITE	LM	27.68	\$1,500.00	\$41,520.00	\$1,770.00	\$48,993.60	\$1,700.00	\$47,056.00
007	652-2502	SOLID TRAF STRIPE, 5 IN, YELLOW	LM	24.16	\$1,500.00	\$36,240.00	\$1,770.00	\$42,763.20	\$1,700.00	\$41,072.00

PUTNAM COUNTY GEORGIA	
PROJECT #:	NA
PROJECT:	2025 LITH-TEC PROJECT
BID NUMBER	25-42001-001

BID TABULATION SUMMARY				TOTAL	Engineers Estimate		ER Snell Contractor		Pittman Construction	
Item #	GDOT #	Description	Units	Est. Bid Quantity	Unit Price Bid	Total Bid Price	Unit Price Bid	Total Bid Price	Unit Price Bid	Total Bid Price
008	652-3502	SKIP TRAF STRIPE, 5 IN, YELLOW	LM	3.52	\$1,200.00	\$4,224.00	\$1,170.00	\$4,118.40	\$1,125.00	\$3,960.00
009	653-1000	THERMO PVMNT MARKING, RR / HWY	EA	4.00	\$1,000.00	\$4,000.00	\$521.00	\$2,084.00	\$500.00	\$2,000.00
010	653-1704	THERMO SOILD TRAF STRIPE, 24 IN, WHITE	LF	123.00	\$17.00	\$2,091.00	\$7.80	\$959.40	\$7.50	\$922.50
011	654-1001	RAISED PVMNT MARKER, TP 1	EA	5,110.00	\$6.50	\$33,215.00	\$4.15	\$21,206.50	\$4.00	\$20,440.00
					TOTAL	\$7,448,695.00		\$2,973,057.60		\$4,024,998.25

39.91%

54.04%

File Attachments for Item:

11. Awarding of Solicitation #25-42001-002 Resurfacing of Denham Road, Old Copelan Road, Quail Knoll Road, Carter Dearman Road, Lakeview Lane, Lakeview Drive, Willow Forest Road, Willow Trace Court, Bark Circle, Shoreline Court, and Cold Branch Road (staff-CM)

BID TABULATION SHEET

PROJECT NO:

25-42001-002

Resurfacing 2025 LMIG

COUNTY:

Putnam

[illegible]

Witnesses:

 Lyn. ~~Burton~~
 Monica Evans

Lynn Butterworth

From: Paul Van Haute
Sent: Wednesday, August 27, 2025 10:26 AM
To: Lynn Butterworth; Bill Sharp; Jeff Wooten
Subject: Fw: Award Recommendation - Bid No 25-42001-002 - LMIG Putnam

Pittman won [REDACTED] There was an error in quantities (read below). We can add this to the next agenda.

From: Julian Archer <Julian.Archer@oneatlas.com>
Sent: Wednesday, August 27, 2025 10:20 AM
To: Paul Van Haute <pvanhaute@putnamcountyga.us>
Cc: Jerry Brinson <Jerry.Brinson@oneatlas.com>; Alan Smith <Alan.Smith@oneatlas.com>
Subject: Award Recommendation - Bid No 25-42001-002 - LMIG Putnam

Good morning, Mr. Van Haute

Atlas Technical Consultants, LLC. has completed the check of the bid documents for Bid # 25-42001-002 (2025 LMIG Putnam) which was received on August 21, 2025, at 2 pm. The bids are reflected below:

Pittman Construction	\$1,688,344.60	LOW BIDDER
E.R. Snell Contractor	\$1,832,885.15	
All Star Concrete	\$1,985,762.78	
Garrett Paving Company	\$1,998,988.30	
Triple R Paving & Construction	\$2,123,864.94	
Summit Construction & Development	\$2,456,965.00	

An error was discovered in our (Atlas) original quantities during the review of the bid documents. The following totals listed are the correct bid amounts calculated using the revised quantities and the bid prices submitted by each contractor.

Pittman Construction	\$2,578,411.40	LOW BIDDER
E.R. Snell Contractor	\$2,721,655.85	
All Star Concrete	\$2,864,565.44	
Garrett Paving Company	\$3,071,968.10	
Triple R Paving & Construction	\$3,219,040.31	
Summit Construction & Development	\$3,748,251.50	

The engineer's original estimate for this project is \$3,500,000.00. The low bidder was Pittman Construction with a bid of \$2,578,411.40. This bid is 23% less than the engineer's estimated costs for this project. The bid package was complete and was received on time. All bonding, insurance, and certifications appear to be in order. Atlas recommends that Putnam County award the contract to Pittman Construction.

If Putnam County approves, Atlas will email a Notice of Award to Putnam County to place on Putnam County letterhead and sign so that Atlas can forward this Notice of Award to the contractor.

If you have any questions or need any additional information, please feel free to contact me.

Thanks in advance.

Julian Archer
CM Project Manager 1



Cell: (943) 269-6263
Email: julian.archer@oneatlas.com

This message and any attachments are intended only for the use of the addressee and may contain information that is privileged and/or confidential. If the reader of the message is not the intended recipient or an authorized representative of the intended recipient, you are hereby notified that any use and/or dissemination of any of this communication is strictly prohibited. If you have received this communication in error, notify the sender immediately by return email and delete the message and any attachments from your system.

PUTNAM COUNTY	
PROJECT #:	
PROJECT:	2025 LMIG CONTRACT
BID NUMBER	25-42001-002

BID TABULATION SUMMARY				TOTAL	Engineers Estimate		Pittman Construction		E.R. Snell Contractor		All Star Concrete, Inc.	
Item #	GDOT #	Description	Units	Est. Bid Quantity	Unit Price Bid	Total Bid Price	Unit Price Bid	Total Bid Price	Unit Price Bid	Total Bid Price	Unit Price Bid	Total Bid Price
001	210-0200	GRADING PER MILE	LM	12.30	23,000.00	\$282,900.00	\$11,955.00	\$147,046.50	\$24,575.00	\$302,272.50	\$33,487.78	\$411,899.69
002	402-3113	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	TN	12,955.00	134.00	\$1,735,970.00	\$98.00	\$1,269,590.00	\$94.00	\$1,217,770.00	\$100.00	\$1,295,500.00
003	402-3121	RECYLCED ASPH CONC 25 MM, GP 1 OR 2, INCL BITUM & H LIME	TN	370.00	275.00	\$101,750.00	\$202.60	\$74,962.00	\$178.00	\$65,860.00	\$300.00	\$111,000.00
004	413-0750	TACK COAT	GL	15,720.00	5.00	\$78,600.00	\$3.00	\$47,160.00	\$1.00	\$15,720.00	\$5.00	\$78,600.00
005	415-5000	ASPH CONC OPEN GRADED CRACK RELIEF INTERLAYER, GP 2 ONLY, INCL BM & HL	TN	8,635.00	141.00	\$1,217,535.00	\$109.64	\$946,741.40	\$118.00	\$1,018,930.00	\$100.00	\$863,500.00
006	429-1000	RUMBLE STRIPS	EA	6.00	850.00	\$5,100.00	\$750.00	\$4,500.00	\$817.00	\$4,902.00	\$750.00	\$4,500.00
007	652-2501	SOLID TRAF STRIPE, 5 IN, WHITE	LM	24.60	1,800.00	\$44,280.00	\$1,000.00	\$24,600.00	\$1,090.00	\$26,814.00	\$1,500.00	\$36,900.00
008	652-2502	SOLID TRAF STRIPE, 5 IN, YELLOW	LM	21.99	1,800.00	\$39,582.00	\$2,750.00	\$60,472.50	\$2,990.00	\$65,750.10	\$2,525.50	\$55,535.75
009	652-3502	SKIP TRAF STRIPE, 5 IN, YELLOW	GLM	2.61	1,175.00	\$3,066.75	\$500.00	\$1,305.00	\$545.00	\$1,422.45	\$1,000.00	\$2,610.00
010	653-1704	THERMO SOLID TRAF STRIPE, 24 IN, WHITE	LF	226.00	15.25	\$3,446.50	\$9.00	\$2,034.00	\$9.80	\$2,214.80	\$20.00	\$4,520.00

PUTNAM COUNTY	
PROJECT #:	
PROJECT:	2025 LMIG CONTRACT
BID NUMBER	25-42001-002

BID TABULATION SUMMARY					TOTAL		Engineers Estimate		Pittman Construction		E.R. Snell Contractor		All Star Concrete, Inc.	
Item #	GDOT #	Description	Units	Est. Bid Quantity	Unit Price Bid	Total Bid Price	Unit Price Bid	Total Bid Price	Unit Price Bid	Total Bid Price	Unit Price Bid	Total Bid Price	Unit Price Bid	Total Bid Price
						\$3,512,230.25		\$2,578,411.40				\$2,721,655.85		\$2,864,565.44
					TOTAL									
									73.41%		77.49%		81.56%	

Original Estimates \$1,688,344.60 \$1,832,885.15 \$1,985,762.78

Additional Bid Amount \$890,066.80 \$888,770.70 \$878,802.66

PUTNAM COUNTY	
PROJECT #:	
PROJECT:	2025 LMIG CONTRACT
BID NUMBER	25-42001-002

BID TABULATION SUMMARY				Garrett Paving		Triping R Paving & Const		Summit Constr & Dev	
Item #	GDOT #	Description	Units	Unit Price Bid	Total Bid Price	Unit Price Bid	Total Bid Price	Unit Price Bid	Total Bid Price
001	210-0200	GRADING PER MILE	LM	\$13,750.00	\$169,125.00	\$20,300.00	\$249,690.00	\$22,500.00	\$276,750.00
002	402-3113	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	TN	\$118.66	\$1,537,240.30	\$123.03	\$1,593,853.65	\$155.00	\$2,008,025.00
003	402-3121	RECYLCED ASPH CONC 25 MM, GP 1 OR 2, INCL BITUM & H LIME	TN	\$171.94	\$63,617.80	\$190.58	\$70,514.60	\$150.00	\$55,500.00
004	413-0750	TACK COAT	GL	\$3.50	\$55,020.00	\$2.03	\$31,911.60	\$9.50	\$149,340.00
005	415-5000	ASPH CONC OPEN GRADED CRACK RELIEF INTERLAYER, GP 2 ONLY, INCL BM & HL	TN	\$135.00	\$1,165,725.00	\$135.48	\$1,169,869.80	\$135.00	\$1,165,725.00
006	429-1000	RUMBLE STRIPS	EA	\$900.00	\$5,400.00	\$837.38	\$5,024.28	\$750.00	\$4,500.00
007	652-2501	SOLID TRAF STRIPE, 5 IN, WHITE	LM	\$1,500.00	\$36,900.00	\$1,116.50	\$27,465.90	\$1,000.00	\$24,600.00
008	652-2502	SOLID TRAF STRIPE, 5 IN, YELLOW	LM	\$1,600.00	\$35,184.00	\$3,045.00	\$66,959.55	\$2,750.00	\$60,472.50
009	652-3502	SKIP TRAF STRIPE, 5 IN, YELLOW	GLM	\$400.00	\$1,044.00	\$558.25	\$1,457.03	\$500.00	\$1,305.00
010	653-1704	THERMO SOLID TRAF STRIPE, 24 IN, WHITE	LF	\$12.00	\$2,712.00	\$10.15	\$2,293.90	\$9.00	\$2,034.00

PUTNAM COUNTY	
PROJECT #:	
PROJECT:	2025 LMIG CONTRACT
BID NUMBER	25-42001-002

BID TABULATION SUMMARY				Garrett Paving		Triping R Paving & Const		Summit Constr & Dev	
Item #	GDOT #	Description	Units	Unit Price Bid	Total Bid Price	Unit Price Bid	Total Bid Price	Unit Price Bid	Total Bid Price
					\$3,071,968.10		\$3,219,040.31		\$3,748,251.50
					87.46%		91.65%		106.72%
					\$1,998,988.30		\$2,123,864.94		\$2,456,965.00
					\$1,072,979.80		\$1,095,175.37		\$1,291,286.50

File Attachments for Item:

12. Awarding of Solicitation #25-42001-003 Guardrail Replacement on Parks Mill Road at Lake Oconee (staff-CM)

BID TABULATION SHEET

PROJECT NO:

25-42001-003

Guardrail Replacement Parks Mill Rd

COUNTY:

Putnam

[illegible]

Witnesses:

Lyn Beech
Morica Evans

Lynn Butterworth

From: Paul Van Haute
Sent: Wednesday, August 27, 2025 11:07 AM
To: Lynn Butterworth; Bill Sharp
Subject: Fw: Award Recommendation - Bid No 25-42001-003 - Parks Mill Rd at Lake Oconee

Guard rail bid

From: Julian Archer <Julian.Archer@oneatlas.com>
Sent: Wednesday, August 27, 2025 11:06 AM
To: Paul Van Haute <pvanhaute@putnamcountygga.us>
Cc: Jerry Brinson <Jerry.Brinson@oneatlas.com>; Alan Smith <Alan.Smith@oneatlas.com>
Subject: Award Recommendation - Bid No 25-42001-003 - Parks Mill Rd at Lake Oconee

Good morning, Mr. Van Haute

Atlas Technical Consultants, LLC. has completed the check of the bid documents for Bid # 25-42001-003 (Parks Mill Rd @ Lake Oconee - Putnam) which was received on August 21, 2025, at 2 pm. The bid is reflected below:

Gracie Gray Contractors \$391,310.00 ONLY BIDDER

The engineer's estimate for this project is \$420,291.00. The only bid submitted was from Gracie Gray Contractors with a bid of \$391,310.00. This bid is 7% less than the engineer's estimated costs for this project. The bid package was complete and was received on time. All bonding, insurance, and certifications appear to be in order. Atlas recommends that Putnam County award the contract to Gracie Gray Contractors.

If Putnam County approves, Atlas will email a Notice of Award to Putnam County to place on Putnam County letterhead and sign so that Atlas can forward this Notice of Award to the contractor.

If you have any questions or need any additional information, please feel free to contact me.

Thanks in advance.

Julian Archer
 CM Project Manager 1



Cell: (943) 269-6263
Email: julian.archer@oneatlas.com

This message and any attachments are intended only for the use of the addressee and may contain information that is privileged and/or confidential. If the reader of the message is not the intended recipient or an authorized representative of the intended recipient, you are hereby notified that any use and/or dissemination of any of this communication is strictly prohibited. If you have received this communication in error, notify the sender immediately by return email and delete the message and any attachments from your system.

PUTNAM COUNTY GUARDRAIL REPLACEMENT	
PROJECT #:	NA
PROJECT:	PARKS MILL RD AT LAKE OCONEE
BID NUMBER	25-42001-003

BID TABULATION SUMMARY				TOTAL	Engineers Estimate		Gracie Gray Contractors	
Item #	GDOT #	Description	Units	Est. Bid Quantity	Unit Price Bid	Total Bid Price	Unit Price Bid	Total Bid Price
001	150-1000	TRAFFIC CONTROL - 0013522	LS	1.00	50,000.00	50,000.00	\$40,000.00	\$40,000.00
002	163-0232	TEMPORARY GRASSING	AC	0.50	820.00	410.00	\$750.00	\$375.00
003	165-0030	M/O SILT FENCE, TYPE C	LF	2,500.00	1.60	4,000.00	\$0.05	\$125.00
004	171-0030	TEMP SILT FENCE, TP C	LF	5,000.00	5.50	27,500.00	\$3.50	\$17,500.00
005	210-0100	GRADING COMPLETE	LS	1.00	100,000.00	100,000.00	\$132,000.00	\$132,000.00
006	550-5180	SIDE DRAIN PIPE, 18 IN, CL III	LF	500.00	112.00	56,000.00	\$68.00	\$34,000.00
007	550-5300	SIDE DRAIN PIPE, 30 IN, CL III	LF	100.00	175.00	17,500.00	\$140.00	\$14,000.00
008	550-3418	SAFETY SLOPE END SECTION, 18 IN, 4:1 SLOPE	EA	2.00	1,935.00	3,870.00	\$2,200.00	\$4,400.00
009	550-3430	SAFETY SLOPE END SECTION, 30 IN, 4:1 SLOPE	EA	2.00	2,980.00	5,960.00	\$3,200.00	\$6,400.00
010	550-3618	SAFETY SLOPE END SECTION, 18 IN, 6:1 SLOPE	EA	1.00	1,935.00	1,935.00	\$2,500.00	\$2,500.00
011	550-3630	SAFETY SLOPE END SECTION, 30 IN, 6:1 SLOPE	EA	2.00	2,980.00	5,960.00	\$3,500.00	\$7,000.00
012	603-2181	STN DUMPED RIP RAP, 18", TP 3	SY	60.00	78.00	4,680.00	\$165.00	\$9,900.00
013	603-7000	PLASTIC FILTER FABRIC	SY	60.00	6.00	360.00	\$10.00	\$600.00
014	641-1100	GUARDRAIL, TP T, 31 IN HEIGHT	LF	84.00	95.00	7,980.00	\$115.00	\$9,660.00
015	641-1200	GUARDRAIL, TP W, 31 IN HEIGHT	LF	2,100.00	51.00	107,100.00	\$42.00	\$88,200.00
016	641-5015	GDRL TERMINAL, TP 12A, 31 IN, TANGENT, ENERGY-ABSORBING	EA	4.00	4,110.00	16,440.00	\$4,200.00	\$16,800.00

PUTNAM COUNTY GUARDRAIL REPLACEMENT	
PROJECT #:	NA
PROJECT:	PARKS MILL RD AT LAKE OCONEE
BID NUMBER	25-42001-003

BID TABULATION SUMMARY				TOTAL	Engineers Estimate		Gracie Gray Contractors	
Item #	GDOT #	Description	Units	Est. Bid Quantity	Unit Price Bid	Total Bid Price	Unit Price Bid	Total Bid Price
017	668-4300	STORM SEWER MANHOLE, TP 1	EA	1.00	4,771.00	4,771.00	\$4,800.00	\$4,800.00
018	700-6910	PERMANENT GRASSING	AC	1.00	3,000.00	3,000.00	\$1,500.00	\$1,500.00
019	700-7000	AGRICULTURAL LIME	TN	2.00	285.00	570.00	\$400.00	\$800.00
020	700-8000	FERTILIZER MIXED GRADE	TN	1.00	2,005.00	2,005.00	\$650.00	\$650.00
021	700-8100	FERTILIZER NITROGEN CONTENT	LB	50.00	5.00	250.00	\$2.00	\$100.00
						\$420,291.00		\$391,310.00
					TOTAL			
								93.10%

File Attachments for Item:**13. Approval of Lithtec On-Demand Production Requests: (staff-CM)**

- a. #GA 025-00102 Little Circle
- b. #GA 025-00103 Mahaffey Road
- c. #GA 025-00104 Crooked Creek
- d. #GA 025-00105 Dennis Station Road
- e. #GA 025-00106 Wards Chapel Road
- f. #GA 025-00107 Harmony Road

TSPLOST #2

We have received \$23.1 M from the sale of the GO Bond proceeds.

The Pittman Contract is \$15.1 M

That leaves \$8M for the additional projects.

The additional project consists of two parts:

LithTec material purchase by the county \$3,594,545.00

Low bidders

Bid #001	E.R. Snell Contractor	\$2,973,057.60	LOW
BIDDER			
Bid #002	Pittman Construction	\$2,578,411.40	LOW
BIDDER			
Bid #003	Gracie Gray Contractors	\$391,310.00	ONLY
BIDDER			

Low Bidder Total \$5,942,779

Sub-Total \$9,537,324

Credit for traditional paving moved to LithTec 13.69 miles @ \$198,000 per mile =
\$2,710,620

Grand Total \$6,826,704

2025 LITHTEC FDR CONSTRUCTION

PUTNAM COUNTY

	ROAD NAME	BEGINNING	ENDING	LENGTH (MILES)	DESCRIPTION OF WORK	PROJECT COST
1	HARMONY ROAD	US 441	SCOTT ROAD	6.25	FULL DEPTH RECLAMATION SURFACING	\$3,552,385.00
2	DENNIS STATION	US 441	PAST ENTRANCE TO WOOD YARD	2.55	FULL DEPTH RECLAMATION SURFACING	\$1,400,094.00
3	MAHAFFEY DRIVE	SR 44	LOG MILE 0.15	0.15	FULL DEPTH RECLAMATION SURFACING	\$85,066.00
4	WARDS CHAPEL ROAD	OLD PHOENIX ROAD	DRIVE TO GREAT WATERS	1.61	FULL DEPTH RECLAMATION SURFACING	\$846,760.00
5	CROOKED CREEK ROAD	PEA RIDGE ROAD	END OF PAVEMENT	2.15	FULL DEPTH RECLAMATION SURFACING	\$1,025,450.00
6	LITTLE CIRCLE	OLD PHOENIX ROAD	NEW PHOENIX ROAD	1.13	FULL DEPTH RECLAMATION SURFACING	\$538,940.00
			TOTAL	13.84		\$7,448,695.00



218 Camino La Tierra • Santa Fe, NM 87506 • Phone: 505-982-7444
BuyBoard Contract # 700-23

Putnam County, GA
Phone: 706-485-5826
Cell: +17064855826

Job Address:
Eatonton, GA

Print Date: 7-15-2025

Proposal for #GA 025-00102 Little Circle

LITHTEC™ ON-DEMAND PRODUCTION REQUEST

LITHTEC™ PRODUCTS ARE PRODUCED ON-DEMAND. THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED TO COMMENCE GEOTECHNICAL TESTING, ESTABLISH THE DELIVERY SCHEDULE AND PLACE YOUR ORDER INTO PRODUCTION.

Project: GA 025-00102 Little Circle
Desired Project Date: TBD 2025
of Installation/Mobilization Days: 3 days
Square yards: 14,620
Depth: 8 inches
Maximum Dry Density: 137.1 lbs per cu. ft.
LithTec™ Dosage: 3%

These above values are based on treatment area and the Lithtec™ Compatibility Report. One mobilization is included per installation. Based on a standard production rate of 75 tons per day, additional mobilizations will be charged at a rate of \$1000.00 per day if the installation exceeds the installation/mobilization days with a mutually approved change order.

Customer: Government Entity
Payment Terms: 50% at time of order
Shipping Type: Bulk Pneumatic Tanker

Bank Wire Instructions:
Sunflower Bank, N.A., 1400 16th Street, Suite 250, Denver, CO 80202, (888)-827-5564
Beneficiary: Lithified Technologies US, LLC™, 218 Camino La Tierra, Santa Fe, NM 87506
Routing/ABA: 101100621
Account: 1100020156

Items	Description	Unit Cost	Qty/Unit	Price
Estimated Shipping Cost	Estimated shipping cost of LithTec™ product including packaging. Subject to variation of fuel surcharge amounts.	\$220.00	181 Ton	\$39,820.00
Estimated Shipping Cost				
Total LithTec™ Product Cost	Total LithTec™ Product Cost including blending. These are estimated tons. Actual tons delivered will be invoiced and may vary by 1-2% MOL.	\$985.00	181 Ton	\$178,285.00
LithTec™ Product Cost				

Total Cost: \$218,105.00

TERMS AND CONDITIONS. This document is a contract between the parties signing below and its terms and conditions are not final until approved by authorized signature below of Lithified Technologies US, LLC (LT-US).

The Customer agrees and contracts to pay the total provided above and further agrees it is based upon estimates for the dosage required for the Lithtec™ Product using various sources including lab testing, geotechnical site soil sampling of the project believed to be reliable at particular cross-sections that may or may not be representative of the materials across the entirety of the project, documents and/or materials provided by the customer, third parties, and USDA Natural Resources Conservation Service Reports. By signing below, you acknowledge and contract that the Total provided above represents the dosage of custom engineered Lithtec™ product required to produce the results shown on the Compatibility Report provided. You acknowledge by your signature below you have received the Compatibility Report with the identical project number as listed above, based upon the Report, that Lithtec™ when mixed with the sampled materials at proper density and with proper curing methods in accordance with ASTM and AASHTO specifications will likely achieve the results provided on the Compatibility Report. You also acknowledge that to produce the results shown on the Compatibility Report the installation **MUST** be in accordance with The LithTec™ Full Depth Lithification Specification, which also includes the Lithtec™ Installation Equipment Requirements and LithTec™ Failure Prevention Guide. A current copy of The LithTec™ Full Depth Lithification Specification is always available at www.lithtec.com under the Installation tab. By signing below you agree that you and your chosen contractor/engineer/other professionals will maintain and use a copy of the Lithtec™ Full Depth Lithification Specification, Lithtec™ Installation Equipment Requirements, and Lithtec™ Failure Prevention Guide, and that you understand and are capable of installing, and/or contracting to install, Lithtec™ in accordance with the specifications and understand these specifications **MUST BE FOLLOWED** to achieve a proper installation and that **YOU OR YOUR CHOSEN INSTALLER IS RESPONSIBLE FOR INSURING THE INSTALLATION FOLLOWS THESE SPECIFICATIONS AND YOU FULLY RELEASE AND AGREE TO FULLY INDEMNIFY LT-US FROM ANY CLAIMS OR RESPONSIBILITY ARISING FROM FAILURE TO FOLLOW THE SPECIFICATIONS OR IMPROPER INSTALLATION.** By signing below, you also acknowledge that the Total price for the Product provided also includes services such as: geotechnical sampling, geotechnical testing (which includes plasticity testing, moisture density relationships testing, California Bearing Ratio Testing, Unconfined Compression Testing, Modulus Derivative Testing), and onsite performance testing (which includes depth of lift testing, moisture content testing, and lightweight deflectometer testing). Also included in the Total price is a 5% overage of Lithtec™ Product by weight in the event of spillage and/or to be utilized for areas that require repair due to failed installation. By signing below, you approve the Total purchase price, and acknowledge that the 5% overage is included in your purchase. In the event there is no spillage and no repairs required during the installation, LT-US recommends placing additional Product (not to exceed an increase of 1% dosage by weight below the recommended dosage for the project) of Lithtec™ into those areas that may have had challenges prior to installation such as: intersections, drainage areas, shoulders, soft spots, wet spots, or areas where there is a history of road failure in the past. LT-US is a **PRODUCT SUPPLIER ONLY** and while data gathered from services it performs at the installation site will be shared with contractors and/or end users to support the installation, and those services are incorporated into the price of the Product, the data and information gathered through those services are intended **ONLY** for use for quality control and quality assurance for **THE EXCLUSIVE USE OF LT-US**. LT-US's **PRESENCE AND TESTING AT THE JOB SITE IS FOR LT-US PURPOSES ONLY AND IS NOT AS AN ONSITE SUPERVISOR OR CONTROLLER OR PERFORMANCE TESTER OF THE PROJECT AND ALL RESPONSIBILITY FOR INSTALLATION QUALITY AND COMPLIANCE WITH SPECIFICATIONS AND REQUIRED PROCEDURES RESTS SOLELY WITH THE CUSTOMER AND CONTRACTOR CHOSEN BY THE CUSTOMER AND ANY OTHER CUSTOMER REPRESENTATIVES ON SITE.** LT-US **RECOMMENDS** Licensed and/or Certified Third-party contractors, engineers and geotechnicians for the customer's quality control and quality assurance for **ALL** Lithtec™ treated installations. Any agreed changes in costs such as delivery, fuel service charge, sales tax, increases and/or decreases to product amounts, or others will be adjusted on a final invoice issued by LT-US. The desired Project Start Date may change by factors outside of LT-US's control including, without limitation, installation contractor scheduling, weather and

availability of materials or equipment. Every effort will be made to meet Customer Desired Start Date and any deposit amount will be held until the project can be scheduled for installation. No Projects are scheduled until deposit is received and confirmation that your project fits our On-Demand Product production schedule as orders are filled first-come, first-served and there are required lead times based on project size, scope and location.

MATERIAL SUPPLIER NOTICE.

LT-US furnishes the LithTec™ Products as a materials supplier ONLY and does not fabricate them into, or consume them in, the performance of the work of the contractor, subcontractor, or specialty contractor. Any mechanistic or other designs provided to customer have been calculated based on the information provided LT-US to determine the LithTec™ quantity requirement and is for the exclusive and private use of the customer to share with its engineers to determine applicable design of the project. The Customer chosen engineer is the responsible party for all design issues. LT-US DOES NOT provide design engineering services and NO representations or warranty, express or implied, is made regarding the accuracy of the information provided to LT-US by the Customer or its professionals/agents or to the fitness of the final design chosen by the customer or its engineers.

IT IS THE SOLE RESPONSIBILITY OF THE CUSTOMER AND ITS CONTRACTORS OR OTHER INSTALLATION PROFESSIONALS TO ENSURE THAT THE CONTRACTOR OR OTHER INSTALLERS HAVE ALL THE NECESSARY EQUIPMENT, WATER, OTHER RESOURCES AND PERSONNEL AVAILABLE AT THE JOB SITE FOR THE PROPER INSTALLATION OF THE PRODUCT AND TO SUPERVISE THE INSTALLATION TO ENSURE COMPLIANCE WITH ALL PRODUCT REQUIREMENTS AND INSTALLATION SPECIFICATIONS FOR PROPER INSTALLATION. LT-US PERSONNEL AT THE JOB SITE ARE NOT RESPONSIBLE FOR SUPERVISING INSTALLATION OR COMPLIANCE WITH PRODUCT REQUIREMENTS OR TESTING AND ARE THERE ONLY FOR LT-US PURPOSES. CUSTOMER AGREES IT AND ITS PROFESSIONALS AND CONTRACTORS ARE SOLELY RESPONSIBLE FOR INSTALLATION IN COMPLIANCE WITH ALL PRODUCT SPECIFICATIONS AND INSTALLATION REQUIREMENTS, INCLUDING THE PROPER EQUIPMENT AND RESOURCES FOR INSTALLATION. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR THE PRODUCTS.

Mobilization of Lithified Technologies US Staff for quality control and field supervision support is based on a minimum average placement of 75 tons of Lithtec™ product per day. If the customer or contractor schedules additional days for installation of the Lithtec™ those additional days will be charged a rate of \$1000.00 per day inclusive of all travel expenses. A change order will be issued. Any additional cost or expenses will be by mutual written agreement. The presence of the Lithified Technologies US Staff is not guaranteed beyond the above specified installation/mobilization days.

CONFIDENTIAL MATERIAL, NONDISCLOSURE AND TRADE SECRET AGREEMENT.

One or more LithTec™ Products shall be delivered to the project and/or to a location as directed by the Customer. The Customer CONTRACTS AND AGREES by their signature below that the LithTec™ Products are confidential trade secret formulas and that the disclosure of such trade secrets, in whole or in part, would be a violation of this Agreement and of applicable law and the Customer agrees they shall protect the Lithtec™ Products and shall not have, or cause to have, or allow others to have, the Lithtec™ Products analyzed in any manner or way whatsoever, without limitation, including but not limited to, decoded, reformulated, forensically investigated, deformed or reverse engineered to determine their composition and/or method of manufacture without specific written authorization in advance from the CEO of LT-US. The Customer further agrees they shall not obtain tests on the LithTec™ Products without advance written authorization from the CEO of LT-US, and the results from all Tests, shall be (1) provided ONLY to LT-US; and (2) considered the trade secrets and confidential property of LT-US unless otherwise released in writing for public use by the CEO of LT-US. The Customer agrees they shall not formulate, create, blend and/or manufacture any products that are derived from, relate directly to, and/or are produced as a result of the LithTec™ Products and that they shall not resell, make available to others or otherwise allow any unauthorized access to the Lithtec™ Products by anyone for any purpose. The Customer agrees that they are responsible for insuring compliance with the above provisions by their employees, contractors, consultants, trucking companies or others involved through them. Customer agrees that, if they become aware of any unauthorized use or disclosure of the LithTec™ Products, it will immediately notify LT-US and assist and cooperate in any way requested to remedy such use or disclosure. Customer will protect the LithTec™ Products from nondisclosure or unauthorized use with the highest possible protections of security of the LithTec™ Products. Customer agrees that, in the event of any breach or threatened breach of these confidentiality, nondisclosure and trade secret provisions that LT-US has the right to seek injunctive relief without posting a bond and to seek other equitable and legal relief, including an award of direct, incidental, punitive or other damages. The provisions of this Confidential Material, Nondisclosure and Trade Secret Agreement shall survive the term and completion of this contract and be enforceable at any time any breach or potential breach occurs.

SHIPPING AND DELIVERY.

Customer confirms and agrees that the provisions contained in the Compatibility and Final Geotechnical Report and Installation Requirements are an integral part of this Contract and will be provided at the conclusion of the geotechnical testing regimen. These provisions include, but are not limited to, the requirement that it is the Customer's responsibility, directly or through its contractors, to insure that trucks transporting LithTec™ Product are provided the necessary timely communication to insure they can locate the project site, have access to appropriate staging areas, have the proper equipment and personnel to unload the Product in a safe and efficient manner as each truck arrives so that unloading times are minimized, and scaling and weights of Product that arrive by

truck are either certified or confirmed in a manner suitable to the contractor, engineer or the end user. It is the Customer's responsibility, directly or through contractor, to ensure that the staging area is constructed of materials that will not sink or turn to mud, and that the staging area is not in a flood zone. As soon as delivery is made, super sacks and/or Product delivered in pneumatic tanker are the responsibility of the Customer, directly or through its contractors, and depending on weather conditions, super sacks may need to be covered with plastic and/or wrapped with plastic to insure they remain dry while in storage. Under certain conditions Customer may choose to collect the Product directly from the production facility. In these cases, Customer is responsible for the Product as soon as it is delivered to them at the production facility. Any scaling and/or weight requirement cost is the responsibility of the Customer.

Amendment. Any amendment, supplement or modification of or to any provision of this contract, and any waiver of any provision of this contract shall be effective (i) only if it is made or given in writing and signed by each of the Customer and the LT-US and (ii) only in the specific instance and for the specific purpose for which made or given. No course of dealing between the parties hereto shall operate as a waiver of any right, power or privilege hereunder of any such party. Each and every default by either of the parties under this contract shall give rise to a separate cause of action hereunder, and separate suits may be brought under this contract as each cause of action arises.

Entire Agreement. This contract, together with the other documents and agreements referenced herein, is intended by the parties as a final expression of their agreement and intended to be a complete and exclusive statement of the agreement and understanding of the parties hereto in respect of the subject matter contained herein and therein. There are no restrictions, promises, representations, warranties or undertakings, other than those set forth or referred to herein or therein. This Agreement, together with any the other documents or agreements contemplated hereby, supersedes all prior agreements and understandings between the parties with respect to such subject matter.

Successors and Assigns. This contract shall inure to the benefit of, and be binding upon, the successors and permitted assigns of the parties hereto. No assignment of any rights or delegation of any obligations provided for herein may be made by any party without the express written consent of the other party hereto.

Notices. All notices, demands and other communications hereunder shall be made in writing and shall be sent by registered or certified first-class mail, return receipt requested, overnight courier service, facsimile, e-mail, or personal delivery:

To the Customer:

Putnam County
117 Putnam Dr.
Eatonton GA 31024

To LT-US:

Lithified Technologies US, LLC
218 Camino La Tierra
Santa Fe, NM 87506

Any party may by notice given in accordance with this Section 6.4 designate another address or person for receipt of notices hereunder, but such notice shall be effective only upon actual receipt.

Counterparts. This contract may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Execution and delivery of this contract by exchange of facsimile copies or electronic copies (including delivery of .pdf documents by e-mail or "docusign" shall constitute a valid and binding execution and delivery of this contract by such party. Such facsimile or electronic copies shall constitute enforceable original documents.

Headings; Gender. The headings in this Agreement are inserted for convenience of reference only and shall not affect the interpretation of this Agreement. As used herein, masculine pronouns shall include the feminine and neuter, neuter pronouns shall include the masculine and feminine, and the singular shall be deemed to include the plural.

Rule of Construction. The general rule of construction for interpreting a contract, which provides that the provisions of a contract should be construed against the party preparing the contract, is waived by the parties hereto. Each party acknowledges that such party was represented by separate legal counsel in this matter who participated in the preparation of this contract or such party had the opportunity to retain counsel to participate in the preparation of this contract but elected not to do so.

Remedies. Except as otherwise provided herein, no remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, and each and every remedy shall be cumulative and shall be in addition to every remedy under this contract or now or hereafter existing at law or in equity.

Governing Law; Venue; Waiver of Jury. This contract and the rights of the parties hereto shall be governed by and interpreted in accordance with the laws of the State of New Mexico, without regard to principles of conflicts of law. The Customer and LT-US each hereby agree that (a) any and all litigation arising out of this contract shall be conducted only in the District Courts of Santa Fe County, State of New Mexico or the District courts of the United States of America for the District of New Mexico, in each case located in Santa Fe County, State of New Mexico, and (b) such courts shall have the exclusive jurisdiction to hear and decide such matters. The Customer and LT-US each hereby submit to the personal and subject matter jurisdiction of such courts and waives any objection it may now or hereafter have to venue or that such courts are inconvenient forums. IN ANY ACTION INVOLVING OR RELATING TO THIS AGREEMENT, EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES THE RIGHT TO TRIAL BY JURY.

I confirm that, if I am signing electronically, my action here represents my electronic signature and is binding. As the person signing below, electronically or in person, I also confirm that I have the full authority to sign this Contract on behalf of the Customer.

Lithified Technologies™ US, LLC

Required clients

Putnam County, GA



218 Camino La Tierra • Santa Fe, NM 87506 • Phone: 505-982-7444
BuyBoard Contract # 700-23

Putnam County, GA
Phone: 706-485-5826
Cell: +17064855826

Job Address:
Eatonton, GA

Print Date: 7-15-2025

Proposal for #GA 025-00103 Mahaffey Rd

LITHTEC™ ON-DEMAND PRODUCTION REQUEST

LITHTEC™ PRODUCTS ARE PRODUCED ON-DEMAND. THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED TO COMMENCE GEOTECHNICAL TESTING, ESTABLISH THE DELIVERY SCHEDULE AND PLACE YOUR ORDER INTO PRODUCTION.

Project: GA 025-00103 Mahaffey Rd.
Desired Project Date: TBD 2025
of Installation/Mobilization Days: 1 day
Square yards: 2,190
Depth: 10 inches
Maximum Dry Density: 134.7 lbs per cu.ft.
LithTec™ Dosage: 3%

These above values are based on treatment area and the Lithtec™ Compatibility Report. One mobilization is included per installation. Based on a standard production rate of 75 tons per day, additional mobilizations will be charged at a rate of \$1000.00 per day if the installation exceeds the installation/mobilization days with a mutually approved change order.

Customer: Government Entity
Payment Terms: 50% at time of order
Shipping Type: Bulk Pneumatic Tanker

Bank Wire Instructions:
Sunflower Bank, N.A., 1400 16th Street, Suite 250, Denver, CO 80202, (888)-827-5564
Beneficiary: Lithified Technologies US, LLC™, 218 Camino La Tierra, Santa Fe, NM 87506
Routing/ABA: 101100621
Account: 1100020156

Items	Description	Unit Cost	Qty/Unit	Price
Estimated Shipping Cost	Estimated shipping cost of LithTec™ product including packaging. Subject to variation of fuel surcharge amounts.	\$220.00	34 Ton	\$7,480.00
Estimated Shipping Cost				
Total LithTec™ Product Cost	Total LithTec™ Product Cost including blending. These are estimated tons. Actual tons delivered will be invoiced and may vary by 1-2% MOL.	\$985.00	1 Ton	\$985.00
LithTec™ Product Cost				

Total Cost: \$8,465.00

TERMS AND CONDITIONS. This document is a contract between the parties signing below and its terms and conditions are not final until approved by authorized signature below of Lithified Technologies US, LLC (LT-US).

The Customer agrees and contracts to pay the total provided above and further agrees it is based upon estimates for the dosage required for the Lithtec™ Product using various sources including lab testing, geotechnical site soil sampling of the project believed to be reliable at particular cross-sections that may or may not be representative of the materials across the entirety of the project, documents and/or materials provided by the customer, third parties, and USDA Natural Resources Conservation Service Reports. By signing below, you acknowledge and contract that the Total provided above represents the dosage of custom engineered Lithtec™ product required to produce the results shown on the Compatibility Report provided. You acknowledge by your signature below you have received the Compatibility Report with the identical project number as listed above, based upon the Report, that Lithtec™ when mixed with the sampled materials at proper density and with proper curing methods in accordance with ASTM and AASHTO specifications will likely achieve the results provided on the Compatibility Report. You also acknowledge that to produce the results shown on the Compatibility Report the installation **MUST** be in accordance with The LithTec™ Full Depth Lithification Specification, which also includes the Lithtec™ Installation Equipment Requirements and LithTec™ Failure Prevention Guide. A current copy of The LithTec™ Full Depth Lithification Specification is always available at www.lithtec.com under the Installation tab. By signing below you agree that you and your chosen contractor/engineer/other professionals will maintain and use a copy of the Lithtec™ Full Depth Lithification Specification, Lithtec™ Installation Equipment Requirements, and Lithtec™ Failure Prevention Guide, and that you understand and are capable of installing, and/or contracting to install, Lithtec™ in accordance with the specifications and understand these specifications **MUST BE FOLLOWED** to achieve a proper installation and that **YOU OR YOUR CHOSEN INSTALLER IS RESPONSIBLE FOR INSURING THE INSTALLATION FOLLOWS THESE SPECIFICATIONS AND YOU FULLY RELEASE AND AGREE TO FULLY INDEMNIFY LT-US FROM ANY CLAIMS OR RESPONSIBILITY ARISING FROM FAILURE TO FOLLOW THE SPECIFICATIONS OR IMPROPER INSTALLATION.** By signing below, you also acknowledge that the Total price for the Product provided also includes services such as: geotechnical sampling, geotechnical testing (which includes plasticity testing, moisture density relationships testing, California Bearing Ratio Testing, Unconfined Compression Testing, Modulus Derivative Testing), and onsite performance testing (which includes depth of lift testing, moisture content testing, and lightweight deflectometer testing). Also included in the Total price is a 5% overage of Lithtec™ Product by weight in the event of spillage and/or to be utilized for areas that require repair due to failed installation. By signing below, you approve the Total purchase price, and acknowledge that the 5% overage is included in your purchase. In the event there is no spillage and no repairs required during the installation, LT-US recommends placing additional Product (not to exceed an increase of 1% dosage by weight below the recommended dosage for the project) of Lithtec™ into those areas that may have had challenges prior to installation such as: intersections, drainage areas, shoulders, soft spots, wet spots, or areas where there is a history of road failure in the past. LT-US is a **PRODUCT SUPPLIER ONLY** and while data gathered from services it performs at the installation site will be shared with contractors and/or end users to support the installation, and those services are incorporated into the price of the Product, the data and information gathered through those services are intended **ONLY** for use for quality control and quality assurance for **THE EXCLUSIVE USE OF LT-US**. LT-US's **PRESENCE AND TESTING AT THE JOB SITE IS FOR LT-US PURPOSES ONLY AND IS NOT AS AN ONSITE SUPERVISOR OR CONTROLLER OR PERFORMANCE TESTER OF THE PROJECT AND ALL RESPONSIBILITY FOR INSTALLATION QUALITY AND COMPLIANCE WITH SPECIFICATIONS AND REQUIRED PROCEDURES RESTS SOLELY WITH THE CUSTOMER AND CONTRACTOR CHOSEN BY THE CUSTOMER AND ANY OTHER CUSTOMER REPRESENTATIVES ON SITE.** LT-US **RECOMMENDS** Licensed and/or Certified Third-party contractors, engineers and geotechnicians for the customer's quality control and quality assurance for **ALL** Lithtec™ treated installations. Any agreed changes in costs such as delivery, fuel service charge, sales tax, increases and/or decreases to product amounts, or others will be adjusted on a final invoice issued by LT-US. The desired Project Start Date may change by factors outside of LT-US's control including, without limitation, installation contractor scheduling, weather and

availability of materials or equipment. Every effort will be made to meet Customer Desired Start Date and any deposit amount will be held until the project can be scheduled for installation. No Projects are scheduled until deposit is received and confirmation that your project fits our On-Demand Product production schedule as orders are filled first-come, first-served and there are required lead times based on project size, scope and location.

MATERIAL SUPPLIER NOTICE.

LT-US furnishes the LithTec™ Products as a materials supplier ONLY and does not fabricate them into, or consume them in, the performance of the work of the contractor, subcontractor, or specialty contractor. Any mechanistic or other designs provided to customer have been calculated based on the information provided LT-US to determine the LithTec™ quantity requirement and is for the exclusive and private use of the customer to share with its engineers to determine applicable design of the project. The Customer chosen engineer is the responsible party for all design issues. LT-US DOES NOT provide design engineering services and NO representations or warranty, express or implied, is made regarding the accuracy of the information provided to LT-US by the Customer or its professionals/agents or to the fitness of the final design chosen by the customer or its engineers.

IT IS THE SOLE RESPONSIBILITY OF THE CUSTOMER AND ITS CONTRACTORS OR OTHER INSTALLATION PROFESSIONALS TO ENSURE THAT THE CONTRACTOR OR OTHER INSTALLERS HAVE ALL THE NECESSARY EQUIPMENT, WATER, OTHER RESOURCES AND PERSONNEL AVAILABLE AT THE JOB SITE FOR THE PROPER INSTALLATION OF THE PRODUCT AND TO SUPERVISE THE INSTALLATION TO ENSURE COMPLIANCE WITH ALL PRODUCT REQUIREMENTS AND INSTALLATION SPECIFICATIONS FOR PROPER INSTALLATION. LT-US PERSONNEL AT THE JOB SITE ARE NOT RESPONSIBLE FOR SUPERVISING INSTALLATION OR COMPLIANCE WITH PRODUCT REQUIREMENTS OR TESTING AND ARE THERE ONLY FOR LT-US PURPOSES. CUSTOMER AGREES IT AND ITS PROFESSIONALS AND CONTRACTORS ARE SOLELY RESPONSIBLE FOR INSTALLATION IN COMPLIANCE WITH ALL PRODUCT SPECIFICATIONS AND INSTALLATION REQUIREMENTS, INCLUDING THE PROPER EQUIPMENT AND RESOURCES FOR INSTALLATION. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR THE PRODUCTS.

Mobilization of Lithified Technologies US Staff for quality control and field supervision support is based on a minimum average placement of 75 tons of Lithtec™ product per day. If the customer or contractor schedules additional days for installation of the Lithtec™ those additional days will be charged a rate of \$1000.00 per day inclusive of all travel expenses. A change order will be issued. Any additional cost or expenses will be by mutual written agreement. The presence of the Lithified Technologies US Staff is not guaranteed beyond the above specified installation/mobilization days.

CONFIDENTIAL MATERIAL, NONDISCLOSURE AND TRADE SECRET AGREEMENT.

One or more LithTec™ Products shall be delivered to the project and/or to a location as directed by the Customer. The Customer CONTRACTS AND AGREES by their signature below that the LithTec™ Products are confidential trade secret formulas and that the disclosure of such trade secrets, in whole or in part, would be a violation of this Agreement and of applicable law and the Customer agrees they shall protect the Lithtec™ Products and shall not have, or cause to have, or allow others to have, the Lithtec™ Products analyzed in any manner or way whatsoever, without limitation, including but not limited to, decoded, reformulated, forensically investigated, deformed or reverse engineered to determine their composition and/or method of manufacture without specific written authorization in advance from the CEO of LT-US. The Customer further agrees they shall not obtain tests on the LithTec™ Products without advance written authorization from the CEO of LT-US, and the results from all Tests, shall be (1) provided ONLY to LT-US; and (2) considered the trade secrets and confidential property of LT-US unless otherwise released in writing for public use by the CEO of LT-US. The Customer agrees they shall not formulate, create, blend and/or manufacture any products that are derived from, relate directly to, and/or are produced as a result of the LithTec™ Products and that they shall not resell, make available to others or otherwise allow any unauthorized access to the Lithtec™ Products by anyone for any purpose. The Customer agrees that they are responsible for insuring compliance with the above provisions by their employees, contractors, consultants, trucking companies or others involved through them. Customer agrees that, if they become aware of any unauthorized use or disclosure of the LithTec™ Products, it will immediately notify LT-US and assist and cooperate in any way requested to remedy such use or disclosure. Customer will protect the LithTec™ Products from nondisclosure or unauthorized use with the highest possible protections of security of the LithTec™ Products. Customer agrees that, in the event of any breach or threatened breach of these confidentiality, nondisclosure and trade secret provisions that LT-US has the right to seek injunctive relief without posting a bond and to seek other equitable and legal relief, including an award of direct, incidental, punitive or other damages. The provisions of this Confidential Material, Nondisclosure and Trade Secret Agreement shall survive the term and completion of this contract and be enforceable at any time any breach or potential breach occurs.

SHIPPING AND DELIVERY.

Customer confirms and agrees that the provisions contained in the Compatibility and Final Geotechnical Report and Installation Requirements are an integral part of this Contract and will be provided at the conclusion of the geotechnical testing regimen. These provisions include, but are not limited to, the requirement that it is the Customer's responsibility, directly or through its contractors, to insure that trucks transporting LithTec™ Product are provided the necessary timely communication to insure they can locate the project site, have access to appropriate staging areas, have the proper equipment and personnel to unload the Product in a safe and efficient manner as each truck arrives so that unloading times are minimized, and scaling and weights of Product that arrive by

truck are either certified or confirmed in a manner suitable to the contractor, engineer or the end user. It is the Customer's responsibility, directly or through contractor, to ensure that the staging area is constructed of materials that will not sink or turn to mud, and that the staging area is not in a flood zone. As soon as delivery is made, super sacks and/or Product delivered in pneumatic tanker are the responsibility of the Customer, directly or through its contractors, and depending on weather conditions, super sacks may need to be covered with plastic and/or wrapped with plastic to insure they remain dry while in storage. Under certain conditions Customer may choose to collect the Product directly from the production facility. In these cases, Customer is responsible for the Product as soon as it is delivered to them at the production facility. Any scaling and/or weight requirement cost is the responsibility of the Customer.

Amendment. Any amendment, supplement or modification of or to any provision of this contract, and any waiver of any provision of this contract shall be effective (i) only if it is made or given in writing and signed by each of the Customer and the LT-US and (ii) only in the specific instance and for the specific purpose for which made or given. No course of dealing between the parties hereto shall operate as a waiver of any right, power or privilege hereunder of any such party. Each and every default by either of the parties under this contract shall give rise to a separate cause of action hereunder, and separate suits may be brought under this contract as each cause of action arises.

Entire Agreement. This contract, together with the other documents and agreements referenced herein, is intended by the parties as a final expression of their agreement and intended to be a complete and exclusive statement of the agreement and understanding of the parties hereto in respect of the subject matter contained herein and therein. There are no restrictions, promises, representations, warranties or undertakings, other than those set forth or referred to herein or therein. This Agreement, together with any the other documents or agreements contemplated hereby, supersedes all prior agreements and understandings between the parties with respect to such subject matter.

Successors and Assigns. This contract shall inure to the benefit of, and be binding upon, the successors and permitted assigns of the parties hereto. No assignment of any rights or delegation of any obligations provided for herein may be made by any party without the express written consent of the other party hereto.

Notices. All notices, demands and other communications hereunder shall be made in writing and shall be sent by registered or certified first-class mail, return receipt requested, overnight courier service, facsimile, e-mail, or personal delivery:

To the Customer:

Putnum County
117 Putnum Dr
Eatonton GA 31024

To LT-US:

Lithified Technologies US, LLC
218 Camino La Tierra
Santa Fe, NM 87506

Any party may by notice given in accordance with this Section 6.4 designate another address or person for receipt of notices hereunder, but such notice shall be effective only upon actual receipt.

Counterparts. This contract may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Execution and delivery of this contract by exchange of facsimile copies or electronic copies (including delivery of .pdf documents by e-mail or "docusign" shall constitute a valid and binding execution and delivery of this contract by such party. Such facsimile or electronic copies shall constitute enforceable original documents.

Headings; Gender. The headings in this Agreement are inserted for convenience of reference only and shall not affect the interpretation of this Agreement. As used herein, masculine pronouns shall include the feminine and neuter, neuter pronouns shall include the masculine and feminine, and the singular shall be deemed to include the plural.

Rule of Construction. The general rule of construction for interpreting a contract, which provides that the provisions of a contract should be construed against the party preparing the contract, is waived by the parties hereto. Each party acknowledges that such party was represented by separate legal counsel in this matter who participated in the preparation of this contract or such party had the opportunity to retain counsel to participate in the preparation of this contract but elected not to do so.

Remedies. Except as otherwise provided herein, no remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, and each and every remedy shall be cumulative and shall be in addition to every remedy under this contract or now or hereafter existing at law or in equity.

Governing Law; Venue; Waiver of Jury. This contract and the rights of the parties hereto shall be governed by and interpreted in accordance with the laws of the State of New Mexico, without regard to principles of conflicts of law. The Customer and LT-US each hereby agree that (a) any and all litigation arising out of this contract shall be conducted only in the District Courts of Santa Fe County, State of New Mexico or the District courts of the United States of America for the District of New Mexico, in each case located in Santa Fe County, State of New Mexico, and (b) such courts shall have the exclusive jurisdiction to hear and decide such matters. The Customer and LT-US each hereby submit to the personal and subject matter jurisdiction of such courts and waives any objection it may now or hereafter have to venue or that such courts are inconvenient forums. IN ANY ACTION INVOLVING OR RELATING TO THIS AGREEMENT, EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES THE RIGHT TO TRIAL BY JURY.

I confirm that, if I am signing electronically, my action here represents my electronic signature and is binding. As the person signing below, electronically or in person, I also confirm that I have the full authority to sign this Contract on behalf of the Customer.

Lithified Technologies™ US, LLC

Required clients

Putnam County, GA



218 Camino La Tierra • Santa Fe, NM 87506 • Phone: 505-982-7444
BuyBoard Contract # 700-23

Putnam County, GA
Phone: 706-485-5826
Cell: +17064855826

Job Address:
Eatonton, GA

Print Date: 7-15-2025

Proposal for #GA 025-00104 Crooked Creek

LITHTEC™ ON-DEMAND PRODUCTION REQUEST

LITHTEC™ PRODUCTS ARE PRODUCED ON-DEMAND. THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED TO COMMENCE GEOTECHNICAL TESTING, ESTABLISH THE DELIVERY SCHEDULE AND PLACE YOUR ORDER INTO PRODUCTION.

Project: GA 025-00104 Crooked Creek
Desired Project Date: TBD 2025
of Installation/Mobilization Days: 6 days
Square yards: 27,815
Depth: 10 inches
Maximum Dry Density: 131.6 lbs per cu. ft.
LithTec™ Dosage: 3 %

These above values are based on treatment area and the Lithtec™ Compatibility Report. One mobilization is included per installation. Based on a standard production rate of 75 tons per day, additional mobilizations will be charged at a rate of \$1000.00 per day if the installation exceeds the installation/mobilization days with a mutually approved change order.

Customer: Government Entity
Payment Terms: 50% at time of order
Shipping Type: Bulk Pneumatic Tanker

Bank Wire Instructions:
Sunflower Bank, N.A., 1400 16th Street, Suite 250, Denver, CO 80202, (888)-827-5564
Beneficiary: Lithified Technologies US, LLC™, 218 Camino La Tierra, Santa Fe, NM 87506
Routing/ABA: 101100621
Account: 1100020156

Items	Description	Unit Cost	Qty/Unit	Price
Estimated Shipping Cost Estimated Shipping Cost	Estimated shipping cost of LithTec™ product including packaging. Subject to variation of fuel surcharge amounts.	\$220.00	412 Ton	\$90,640.00
Total LithTec™ Product Cost LithTec™ Product Cost	Total LithTec™ Product Cost including blending. These are estimated tons. Actual tons delivered will be invoiced and may vary by 1-2% MOL.	\$985.00	412 Ton	\$405,820.00

Total Cost: \$496,460.00

TERMS AND CONDITIONS. This document is a contract between the parties signing below and its terms and conditions are not final until approved by authorized signature below of Lithified Technologies US, LLC (LT-US).

The Customer agrees and contracts to pay the total provided above and further agrees it is based upon estimates for the dosage required for the Lithtec™ Product using various sources including lab testing, geotechnical site soil sampling of the project believed to be reliable at particular cross-sections that may or may not be representative of the materials across the entirety of the project, documents and/or materials provided by the customer, third parties, and USDA Natural Resources Conservation Service Reports. By signing below, you acknowledge and contract that the Total provided above represents the dosage of custom engineered Lithtec™ product required to produce the results shown on the Compatibility Report provided. You acknowledge by your signature below you have received the Compatibility Report with the identical project number as listed above, based upon the Report, that Lithtec™ when mixed with the sampled materials at proper density and with proper curing methods in accordance with ASTM and AASHTO specifications will likely achieve the results provided on the Compatibility Report. You also acknowledge that to produce the results shown on the Compatibility Report the installation **MUST** be in accordance with The LithTec™ Full Depth Lithification Specification, which also includes the Lithtec™ Installation Equipment Requirements and LithTec™ Failure Prevention Guide. A current copy of The LithTec™ Full Depth Lithification Specification is always available at www.lithtec.com under the Installation tab. By signing below you agree that you and your chosen contractor/engineer/other professionals will maintain and use a copy of the Lithtec™ Full Depth Lithification Specification, Lithtec™ Installation Equipment Requirements, and Lithtec™ Failure Prevention Guide, and that you understand and are capable of installing, and/or contracting to install, Lithtec™ in accordance with the specifications and understand these specifications **MUST BE FOLLOWED** to achieve a proper installation and that **YOU OR YOUR CHOSEN INSTALLER IS RESPONSIBLE FOR INSURING THE INSTALLATION FOLLOWS THESE SPECIFICATIONS AND YOU FULLY RELEASE AND AGREE TO FULLY INDEMNIFY LT-US FROM ANY CLAIMS OR RESPONSIBILITY ARISING FROM FAILURE TO FOLLOW THE SPECIFICATIONS OR IMPROPER INSTALLATION.** By signing below, you also acknowledge that the Total price for the Product provided also includes services such as: geotechnical sampling, geotechnical testing (which includes plasticity testing, moisture density relationships testing, California Bearing Ratio Testing, Unconfined Compression Testing, Modulus Derivative Testing), and onsite performance testing (which includes depth of lift testing, moisture content testing, and lightweight deflectometer testing). Also included in the Total price is a 5% overage of Lithtec™ Product by weight in the event of spillage and/or to be utilized for areas that require repair due to failed installation. By signing below, you approve the Total purchase price, and acknowledge that the 5% overage is included in your purchase. In the event there is no spillage and no repairs required during the installation, LT-US recommends placing additional Product (not to exceed an increase of 1% dosage by weight below the recommended dosage for the project) of Lithtec™ into those areas that may have had challenges prior to installation such as: intersections, drainage areas, shoulders, soft spots, wet spots, or areas where there is a history of road failure in the past. LT-US is a **PRODUCT SUPPLIER ONLY** and while data gathered from services it performs at the installation site will be shared with contractors and/or end users to support the installation, and those services are incorporated into the price of the Product, the data and information gathered through those services are intended **ONLY** for use for quality control and quality assurance for **THE EXCLUSIVE USE OF LT-US**. LT-US's **PRESENCE AND TESTING AT THE JOB SITE IS FOR LT-US PURPOSES ONLY AND IS NOT AS AN ONSITE SUPERVISOR OR CONTROLLER OR PERFORMANCE TESTER OF THE PROJECT AND ALL RESPONSIBILITY FOR INSTALLATION QUALITY AND COMPLIANCE WITH SPECIFICATIONS AND REQUIRED PROCEDURES RESTS SOLELY WITH THE CUSTOMER AND CONTRACTOR CHOSEN BY THE CUSTOMER AND ANY OTHER CUSTOMER REPRESENTATIVES ON SITE.** LT-US **RECOMMENDS** Licensed and/or Certified Third-party contractors, engineers and geotechnicians for the customer's quality control and quality assurance for **ALL** Lithtec™ treated installations. Any agreed changes in costs such as delivery, fuel service charge, sales tax, increases and/or decreases to product amounts, or others will be adjusted on a final invoice issued by LT-US. The desired Project Start Date may change by factors outside of LT-US's control including, without limitation, installation contractor scheduling, weather and

availability of materials or equipment. Every effort will be made to meet Customer Desired Start Date and any deposit amount will be held until the project can be scheduled for installation. No Projects are scheduled until deposit is received and confirmation that your project fits our On-Demand Product production schedule as orders are filled first-come, first-served and there are required lead times based on project size, scope and location.

MATERIAL SUPPLIER NOTICE.

LT-US furnishes the LithTec™ Products as a materials supplier ONLY and does not fabricate them into, or consume them in, the performance of the work of the contractor, subcontractor, or specialty contractor. Any mechanistic or other designs provided to customer have been calculated based on the information provided LT-US to determine the LithTec™ quantity requirement and is for the exclusive and private use of the customer to share with its engineers to determine applicable design of the project. The Customer chosen engineer is the responsible party for all design issues. LT-US DOES NOT provide design engineering services and NO representations or warranty, express or implied, is made regarding the accuracy of the information provided to LT-US by the Customer or its professionals/agents or to the fitness of the final design chosen by the customer or its engineers.

IT IS THE SOLE RESPONSIBILITY OF THE CUSTOMER AND ITS CONTRACTORS OR OTHER INSTALLATION PROFESSIONALS TO ENSURE THAT THE CONTRACTOR OR OTHER INSTALLERS HAVE ALL THE NECESSARY EQUIPMENT, WATER, OTHER RESOURCES AND PERSONNEL AVAILABLE AT THE JOB SITE FOR THE PROPER INSTALLATION OF THE PRODUCT AND TO SUPERVISE THE INSTALLATION TO ENSURE COMPLIANCE WITH ALL PRODUCT REQUIREMENTS AND INSTALLATION SPECIFICATIONS FOR PROPER INSTALLATION. LT-US PERSONNEL AT THE JOB SITE ARE NOT RESPONSIBLE FOR SUPERVISING INSTALLATION OR COMPLIANCE WITH PRODUCT REQUIREMENTS OR TESTING AND ARE THERE ONLY FOR LT-US PURPOSES. CUSTOMER AGREES IT AND ITS PROFESSIONALS AND CONTRACTORS ARE SOLELY RESPONSIBLE FOR INSTALLATION IN COMPLIANCE WITH ALL PRODUCT SPECIFICATIONS AND INSTALLATION REQUIREMENTS, INCLUDING THE PROPER EQUIPMENT AND RESOURCES FOR INSTALLATION. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR THE PRODUCTS.

Mobilization of Lithified Technologies US Staff for quality control and field supervision support is based on a minimum average placement of 75 tons of Lithtec™ product per day. If the customer or contractor schedules additional days for installation of the Lithtec™ those additional days will be charged a rate of \$1000.00 per day inclusive of all travel expenses. A change order will be issued. Any additional cost or expenses will be by mutual written agreement. The presence of the Lithified Technologies US Staff is not guaranteed beyond the above specified installation/mobilization days.

CONFIDENTIAL MATERIAL, NONDISCLOSURE AND TRADE SECRET AGREEMENT.

One or more LithTec™ Products shall be delivered to the project and/or to a location as directed by the Customer. The Customer CONTRACTS AND AGREES by their signature below that the LithTec™ Products are confidential trade secret formulas and that the disclosure of such trade secrets, in whole or in part, would be a violation of this Agreement and of applicable law and the Customer agrees they shall protect the Lithtec™ Products and shall not have, or cause to have, or allow others to have, the Lithtec™ Products analyzed in any manner or way whatsoever, without limitation, including but not limited to, decoded, reformulated, forensically investigated, deformed or reverse engineered to determine their composition and/or method of manufacture without specific written authorization in advance from the CEO of LT-US. The Customer further agrees they shall not obtain tests on the LithTec™ Products without advance written authorization from the CEO of LT-US, and the results from all Tests, shall be (1) provided ONLY to LT-US; and (2) considered the trade secrets and confidential property of LT-US unless otherwise released in writing for public use by the CEO of LT-US. The Customer agrees they shall not formulate, create, blend and/or manufacture any products that are derived from, relate directly to, and/or are produced as a result of the LithTec™ Products and that they shall not resell, make available to others or otherwise allow any unauthorized access to the Lithtec™ Products by anyone for any purpose. The Customer agrees that they are responsible for insuring compliance with the above provisions by their employees, contractors, consultants, trucking companies or others involved through them. Customer agrees that, if they become aware of any unauthorized use or disclosure of the LithTec™ Products, it will immediately notify LT-US and assist and cooperate in any way requested to remedy such use or disclosure. Customer will protect the LithTec™ Products from nondisclosure or unauthorized use with the highest possible protections of security of the LithTec™ Products. Customer agrees that, in the event of any breach or threatened breach of these confidentiality, nondisclosure and trade secret provisions that LT-US has the right to seek injunctive relief without posting a bond and to seek other equitable and legal relief, including an award of direct, incidental, punitive or other damages. The provisions of this Confidential Material, Nondisclosure and Trade Secret Agreement shall survive the term and completion of this contract and be enforceable at any time any breach or potential breach occurs.

SHIPPING AND DELIVERY.

Customer confirms and agrees that the provisions contained in the Compatibility and Final Geotechnical Report and Installation Requirements are an integral part of this Contract and will be provided at the conclusion of the geotechnical testing regimen. These provisions include, but are not limited to, the requirement that it is the Customer's responsibility, directly or through its contractors, to insure that trucks transporting LithTec™ Product are provided the necessary timely communication to insure they can locate the project site, have access to appropriate staging areas, have the proper equipment and personnel to unload the Product in a safe and efficient manner as each truck arrives so that unloading times are minimized, and scaling and weights of Product that arrive by

truck are either certified or confirmed in a manner suitable to the contractor, engineer or the end user. It is the Customer's responsibility, directly or through its contractor, to ensure that the staging area is constructed of materials that will not sink or turn to mud, and that the staging area is not in a flood zone. As soon as delivery is made, super sacks and/or Product delivered in pneumatic tanker are the responsibility of the Customer, directly or through its contractors, and depending on weather conditions, super sacks may need to be covered with plastic and/or wrapped with plastic to insure they remain dry while in storage. Under certain conditions Customer may choose to collect the Product directly from the production facility. In these cases, Customer is responsible for the Product as soon as it is delivered to them at the production facility. Any scaling and/or weight requirement cost is the responsibility of the Customer.

Amendment. Any amendment, supplement or modification of or to any provision of this contract, and any waiver of any provision of this contract shall be effective (i) only if it is made or given in writing and signed by each of the Customer and the LT-US and (ii) only in the specific instance and for the specific purpose for which made or given. No course of dealing between the parties hereto shall operate as a waiver of any right, power or privilege hereunder of any such party. Each and every default by either of the parties under this contract shall give rise to a separate cause of action hereunder, and separate suits may be brought under this contract as each cause of action arises.

Entire Agreement. This contract, together with the other documents and agreements referenced herein, is intended by the parties as a final expression of their agreement and intended to be a complete and exclusive statement of the agreement and understanding of the parties hereto in respect of the subject matter contained herein and therein. There are no restrictions, promises, representations, warranties or undertakings, other than those set forth or referred to herein or therein. This Agreement, together with any the other documents or agreements contemplated hereby, supersedes all prior agreements and understandings between the parties with respect to such subject matter.

Successors and Assigns. This contract shall inure to the benefit of, and be binding upon, the successors and permitted assigns of the parties hereto. No assignment of any rights or delegation of any obligations provided for herein may be made by any party without the express written consent of the other party hereto.

Notices. All notices, demands and other communications hereunder shall be made in writing and shall be sent by registered or certified first-class mail, return receipt requested, overnight courier service, facsimile, e-mail, or personal delivery:

To the Customer:
Putnam County
117 Putnum Dr.
Eaton GA 31024

To LT-US:
Lithified Technologies US, LLC
218 Camino La Tierra
Santa Fe, NM 87506

Any party may by notice given in accordance with this Section 6.4 designate another address or person for receipt of notices hereunder, but such notice shall be effective only upon actual receipt.

Counterparts. This contract may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Execution and delivery of this contract by exchange of facsimile copies or electronic copies (including delivery of .pdf documents by e-mail or "docusign" shall constitute a valid and binding execution and delivery of this contract by such party. Such facsimile or electronic copies shall constitute enforceable original documents.

Headings; Gender. The headings in this Agreement are inserted for convenience of reference only and shall not affect the interpretation of this Agreement. As used herein, masculine pronouns shall include the feminine and neuter, neuter pronouns shall include the masculine and feminine, and the singular shall be deemed to include the plural.

Rule of Construction. The general rule of construction for interpreting a contract, which provides that the provisions of a contract should be construed against the party preparing the contract, is waived by the parties hereto. Each party acknowledges that such party was represented by separate legal counsel in this matter who participated in the preparation of this contract or such party had the opportunity to retain counsel to participate in the preparation of this contract but elected not to do so.

Remedies. Except as otherwise provided herein, no remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, and each and every remedy shall be cumulative and shall be in addition to every remedy under this contract or now or hereafter existing at law or in equity.

Governing Law; Venue; Waiver of Jury. This contract and the rights of the parties hereto shall be governed by and interpreted in accordance with the laws of the State of New Mexico, without regard to principles of conflicts of law. The Customer and LT-US each hereby agree that (a) any and all litigation arising out of this contract shall be conducted only in the District Courts of Santa Fe County, State of New Mexico or the District courts of the United States of America for the District of New Mexico, in each case located in Santa Fe County, State of New Mexico, and (b) such courts shall have the exclusive jurisdiction to hear and decide such matters. The Customer and LT-US each hereby submit to the personal and subject matter jurisdiction of such courts and waives any objection it may now or hereafter have to venue or that such courts are inconvenient forums. IN ANY ACTION INVOLVING OR RELATING TO THIS AGREEMENT, EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES THE RIGHT TO TRIAL BY JURY.

I confirm that, if I am signing electronically, my action here represents my electronic signature and is binding. As the person signing below, electronically or in person, I also confirm that I have the full authority to sign this Contract on behalf of the Customer.

Lithified Technologies™ US, LLC

Required clients

Putnam County, GA



218 Camino La Tierra • Santa Fe, NM 87506 • Phone: 505-982-7444
BuyBoard Contract # 700-23

Putnam County, GA
Phone: 706-485-5826
Cell: +17064855826

Job Address:
Eatonton, GA

Print Date: 7-15-2025

Proposal for #GA 025-00105 Dennis Station Rd.

LITHTEC™ ON-DEMAND PRODUCTION REQUEST

LITHTEC™ PRODUCTS ARE PRODUCED ON-DEMAND. THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED TO COMMENCE GEOTECHNICAL TESTING, ESTABLISH THE DELIVERY SCHEDULE AND PLACE YOUR ORDER INTO PRODUCTION.

Project: GA 025-00105 Dennis Station
Desired Project Date: TBD 2025
of Installation/Mobilization Days: 8 days
Square yards: 37,730
Depth: 10 inches
Maximum Dry Density: 136.5 lbs per cu. ft.
LithTec™ Dosage: 3%

These above values are based on treatment area and the Lithtec™ Compatibility Report. One mobilization is included per installation. Based on a standard production rate of 75 tons per day, additional mobilizations will be charged at a rate of \$1000.00 per day if the installation exceeds the installation/mobilization days with a mutually approved change order.

Customer: Government Entity
Payment Terms: 50% at time of order
Shipping Type: Bulk Pneumatic Tanker

Bank Wire Instructions:
Sunflower Bank, N.A., 1400 16th Street, Suite 250, Denver, CO 80202, (888)-827-5564
Beneficiary: Lithified Technologies US, LLC™, 218 Camino La Tierra, Santa Fe, NM 87506
Routing/ABA: 101100621
Account: 1100020156

Items	Description	Unit Cost	Qty/Unit	Price
Estimated Shipping Cost	Estimated shipping cost of LithTec™ product including packaging. Subject to variation of fuel surcharge amounts.	\$220.00	579 Ton	\$127,380.00
Estimated Shipping Cost				
Total LithTec™ Product Cost	Total LithTec™ Product Cost including blending. These are estimated tons. Actual tons delivered will be invoiced and may vary by 1-2% MOL.	\$985.00	579 Ton	\$570,315.00
LithTec™ Product Cost				

Total Cost: \$697,695.00

TERMS AND CONDITIONS. This document is a contract between the parties signing below and its terms and conditions are not final until approved by authorized signature below of Lithified Technologies US, LLC (LT-US).

The Customer agrees and contracts to pay the total provided above and further agrees it is based upon estimates for the dosage required for the Lithtec™ Product using various sources including lab testing, geotechnical site soil sampling of the project believed to be reliable at particular cross-sections that may or may not be representative of the materials across the entirety of the project, documents and/or materials provided by the customer, third parties, and USDA Natural Resources Conservation Service Reports. By signing below, you acknowledge and contract that the Total provided above represents the dosage of custom engineered Lithtec™ product required to produce the results shown on the Compatibility Report provided. You acknowledge by your signature below you have received the Compatibility Report with the identical project number as listed above, based upon the Report, that Lithtec™ when mixed with the sampled materials at proper density and with proper curing methods in accordance with ASTM and AASHTO specifications will likely achieve the results provided on the Compatibility Report. You also acknowledge that to produce the results shown on the Compatibility Report the installation **MUST** be in accordance with The LithTec™ Full Depth Lithification Specification, which also includes the Lithtec™ Installation Equipment Requirements and LithTec™ Failure Prevention Guide. A current copy of The LithTec™ Full Depth Lithification Specification is always available at www.lithtec.com under the Installation tab. By signing below you agree that you and your chosen contractor/engineer/other professionals will maintain and use a copy of the Lithtec™ Full Depth Lithification Specification, Lithtec™ Installation Equipment Requirements, and Lithtec™ Failure Prevention Guide, and that you understand and are capable of installing, and/or contracting to install, Lithtec™ in accordance with the specifications and understand these specifications **MUST BE FOLLOWED** to achieve a proper installation and that **YOU OR YOUR CHOSEN INSTALLER IS RESPONSIBLE FOR INSURING THE INSTALLATION FOLLOWS THESE SPECIFICATIONS AND YOU FULLY RELEASE AND AGREE TO FULLY INDEMNIFY LT-US FROM ANY CLAIMS OR RESPONSIBILITY ARISING FROM FAILURE TO FOLLOW THE SPECIFICATIONS OR IMPROPER INSTALLATION.** By signing below, you also acknowledge that the Total price for the Product provided also includes services such as: geotechnical sampling, geotechnical testing (which includes plasticity testing, moisture density relationships testing, California Bearing Ratio Testing, Unconfined Compression Testing, Modulus Derivative Testing), and onsite performance testing (which includes depth of lift testing, moisture content testing, and lightweight deflectometer testing). Also included in the Total price is a 5% overage of Lithtec™ Product by weight in the event of spillage and/or to be utilized for areas that require repair due to failed installation. By signing below, you approve the Total purchase price, and acknowledge that the 5% overage is included in your purchase. In the event there is no spillage and no repairs required during the installation, LT-US recommends placing additional Product (not to exceed an increase of 1% dosage by weight below the recommended dosage for the project) of Lithtec™ into those areas that may have had challenges prior to installation such as: intersections, drainage areas, shoulders, soft spots, wet spots, or areas where there is a history of road failure in the past. LT-US is a **PRODUCT SUPPLIER ONLY** and while data gathered from services it performs at the installation site will be shared with contractors and/or end users to support the installation, and those services are incorporated into the price of the Product, the data and information gathered through those services are intended **ONLY** for use for quality control and quality assurance for **THE EXCLUSIVE USE OF LT-US**. LT-US's **PRESENCE AND TESTING AT THE JOB SITE IS FOR LT-US PURPOSES ONLY AND IS NOT AS AN ONSITE SUPERVISOR OR CONTROLLER OR PERFORMANCE TESTER OF THE PROJECT AND ALL RESPONSIBILITY FOR INSTALLATION QUALITY AND COMPLIANCE WITH SPECIFICATIONS AND REQUIRED PROCEDURES RESTS SOLELY WITH THE CUSTOMER AND CONTRACTOR CHOSEN BY THE CUSTOMER AND ANY OTHER CUSTOMER REPRESENTATIVES ON SITE.** LT-US **RECOMMENDS** Licensed and/or Certified Third-party contractors, engineers and geotechnicians for the customer's quality control and quality assurance for **ALL** Lithtec™ treated installations. Any agreed changes in costs such as delivery, fuel service charge, sales tax, increases and/or decreases to product amounts, or others will be adjusted on a final invoice issued by LT-US. The desired Project Start Date may change by factors outside of LT-US's control including, without limitation, installation contractor scheduling, weather and

availability of materials or equipment. Every effort will be made to meet Customer Desired Start Date and any deposit amount will be held until the project can be scheduled for installation. No Projects are scheduled until deposit is received and confirmation that your project fits our On-Demand Product production schedule as orders are filled first-come, first-served and there are required lead times based on project size, scope and location.

MATERIAL SUPPLIER NOTICE.

LT-US furnishes the LithTec™ Products as a materials supplier ONLY and does not fabricate them into, or consume them in, the performance of the work of the contractor, subcontractor, or specialty contractor. Any mechanistic or other designs provided to customer have been calculated based on the information provided LT-US to determine the LithTec™ quantity requirement and is for the exclusive and private use of the customer to share with its engineers to determine applicable design of the project. The Customer chosen engineer is the responsible party for all design issues. LT-US DOES NOT provide design engineering services and NO representations or warranty, express or implied, is made regarding the accuracy of the information provided to LT-US by the Customer or its professionals/agents or to the fitness of the final design chosen by the customer or its engineers.

IT IS THE SOLE RESPONSIBILITY OF THE CUSTOMER AND ITS CONTRACTORS OR OTHER INSTALLATION PROFESSIONALS TO ENSURE THAT THE CONTRACTOR OR OTHER INSTALLERS HAVE ALL THE NECESSARY EQUIPMENT, WATER, OTHER RESOURCES AND PERSONNEL AVAILABLE AT THE JOB SITE FOR THE PROPER INSTALLATION OF THE PRODUCT AND TO SUPERVISE THE INSTALLATION TO ENSURE COMPLIANCE WITH ALL PRODUCT REQUIREMENTS AND INSTALLATION SPECIFICATIONS FOR PROPER INSTALLATION. LT-US PERSONNEL AT THE JOB SITE ARE NOT RESPONSIBLE FOR SUPERVISING INSTALLATION OR COMPLIANCE WITH PRODUCT REQUIREMENTS OR TESTING AND ARE THERE ONLY FOR LT-US PURPOSES. CUSTOMER AGREES IT AND ITS PROFESSIONALS AND CONTRACTORS ARE SOLELY RESPONSIBLE FOR INSTALLATION IN COMPLIANCE WITH ALL PRODUCT SPECIFICATIONS AND INSTALLATION REQUIREMENTS, INCLUDING THE PROPER EQUIPMENT AND RESOURCES FOR INSTALLATION. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR THE PRODUCTS.

Mobilization of Lithified Technologies US Staff for quality control and field supervision support is based on a minimum average placement of 75 tons of Lithtec™ product per day. If the customer or contractor schedules additional days for installation of the Lithtec™ those additional days will be charged a rate of \$1000.00 per day inclusive of all travel expenses. A change order will be issued. Any additional cost or expenses will be by mutual written agreement. The presence of the Lithified Technologies US Staff is not guaranteed beyond the above specified installation/mobilization days.

CONFIDENTIAL MATERIAL, NONDISCLOSURE AND TRADE SECRET AGREEMENT.

One or more LithTec™ Products shall be delivered to the project and/or to a location as directed by the Customer. The Customer CONTRACTS AND AGREES by their signature below that the LithTec™ Products are confidential trade secret formulas and that the disclosure of such trade secrets, in whole or in part, would be a violation of this Agreement and of applicable law and the Customer agrees they shall protect the Lithtec™ Products and shall not have, or cause to have, or allow others to have, the Lithtec™ Products analyzed in any manner or way whatsoever, without limitation, including but not limited to, decoded, reformulated, forensically investigated, deformed or reverse engineered to determine their composition and/or method of manufacture without specific written authorization in advance from the CEO of LT-US. The Customer further agrees they shall not obtain tests on the LithTec™ Products without advance written authorization from the CEO of LT-US, and the results from all Tests, shall be (1) provided ONLY to LT-US; and (2) considered the trade secrets and confidential property of LT-US unless otherwise released in writing for public use by the CEO of LT-US. The Customer agrees they shall not formulate, create, blend and/or manufacture any products that are derived from, relate directly to, and/or are produced as a result of the LithTec™ Products and that they shall not resell, make available to others or otherwise allow any unauthorized access to the Lithtec™ Products by anyone for any purpose. The Customer agrees that they are responsible for insuring compliance with the above provisions by their employees, contractors, consultants, trucking companies or others involved through them. Customer agrees that, if they become aware of any unauthorized use or disclosure of the LithTec™ Products, it will immediately notify LT-US and assist and cooperate in any way requested to remedy such use or disclosure. Customer will protect the LithTec™ Products from nondisclosure or unauthorized use with the highest possible protections of security of the LithTec™ Products. Customer agrees that, in the event of any breach or threatened breach of these confidentiality, nondisclosure and trade secret provisions that LT-US has the right to seek injunctive relief without posting a bond and to seek other equitable and legal relief, including an award of direct, incidental, punitive or other damages. The provisions of this Confidential Material, Nondisclosure and Trade Secret Agreement shall survive the term and completion of this contract and be enforceable at any time any breach or potential breach occurs.

SHIPPING AND DELIVERY.

Customer confirms and agrees that the provisions contained in the Compatibility and Final Geotechnical Report and Installation Requirements are an integral part of this Contract and will be provided at the conclusion of the geotechnical testing regimen. These provisions include, but are not limited to, the requirement that it is the Customer's responsibility, directly or through its contractors, to insure that trucks transporting LithTec™ Product are provided the necessary timely communication to insure they can locate the project site, have access to appropriate staging areas, have the proper equipment and personnel to unload the Product in a safe and efficient manner as each truck arrives so that unloading times are minimized, and scaling and weights of Product that arrive by

truck are either certified or confirmed in a manner suitable to the contractor, engineer or the end user. It is the Customer's responsibility, directly or through the contractor, to ensure that the staging area is constructed of materials that will not sink or turn to mud, and that the staging area is not in a flood zone. As soon as delivery is made, super sacks and/or Product delivered in pneumatic tanker are the responsibility of the Customer, directly or through its contractors, and depending on weather conditions, super sacks may need to be covered with plastic and/or wrapped with plastic to insure they remain dry while in storage. Under certain conditions Customer may choose to collect the Product directly from the production facility. In these cases, Customer is responsible for the Product as soon as it is delivered to them at the production facility. Any scaling and/or weight requirement cost is the responsibility of the Customer.

Amendment. Any amendment, supplement or modification of or to any provision of this contract, and any waiver of any provision of this contract shall be effective (i) only if it is made or given in writing and signed by each of the Customer and the LT-US and (ii) only in the specific instance and for the specific purpose for which made or given. No course of dealing between the parties hereto shall operate as a waiver of any right, power or privilege hereunder of any such party. Each and every default by either of the parties under this contract shall give rise to a separate cause of action hereunder, and separate suits may be brought under this contract as each cause of action arises.

Entire Agreement. This contract, together with the other documents and agreements referenced herein, is intended by the parties as a final expression of their agreement and intended to be a complete and exclusive statement of the agreement and understanding of the parties hereto in respect of the subject matter contained herein and therein. There are no restrictions, promises, representations, warranties or undertakings, other than those set forth or referred to herein or therein. This Agreement, together with any the other documents or agreements contemplated hereby, supersedes all prior agreements and understandings between the parties with respect to such subject matter.

Successors and Assigns. This contract shall inure to the benefit of, and be binding upon, the successors and permitted assigns of the parties hereto. No assignment of any rights or delegation of any obligations provided for herein may be made by any party without the express written consent of the other party hereto.

Notices. All notices, demands and other communications hereunder shall be made in writing and shall be sent by registered or certified first-class mail, return receipt requested, overnight courier service, facsimile, e-mail, or personal delivery:

To the Customer:

Putnum County
117 Putnum Dr.
Eatonton GA 31024

To LT-US:

Lithified Technologies US, LLC
218 Camino La Tierra
Santa Fe, NM 87506

Any party may by notice given in accordance with this Section 6.4 designate another address or person for receipt of notices hereunder, but such notice shall be effective only upon actual receipt.

Counterparts. This contract may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Execution and delivery of this contract by exchange of facsimile copies or electronic copies (including delivery of .pdf documents by e-mail or "docusign" shall constitute a valid and binding execution and delivery of this contract by such party. Such facsimile or electronic copies shall constitute enforceable original documents.

Headings; Gender. The headings in this Agreement are inserted for convenience of reference only and shall not affect the interpretation of this Agreement. As used herein, masculine pronouns shall include the feminine and neuter, neuter pronouns shall include the masculine and feminine, and the singular shall be deemed to include the plural.

Rule of Construction. The general rule of construction for interpreting a contract, which provides that the provisions of a contract should be construed against the party preparing the contract, is waived by the parties hereto. Each party acknowledges that such party was represented by separate legal counsel in this matter who participated in the preparation of this contract or such party had the opportunity to retain counsel to participate in the preparation of this contract but elected not to do so.

Remedies. Except as otherwise provided herein, no remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, and each and every remedy shall be cumulative and shall be in addition to every remedy under this contract or now or hereafter existing at law or in equity.

Governing Law; Venue; Waiver of Jury. This contract and the rights of the parties hereto shall be governed by and interpreted in accordance with the laws of the State of New Mexico, without regard to principles of conflicts of law. The Customer and LT-US each hereby agree that (a) any and all litigation arising out of this contract shall be conducted only in the District Courts of Santa Fe County, State of New Mexico or the District courts of the United States of America for the District of New Mexico, in each case located in Santa Fe County, State of New Mexico, and (b) such courts shall have the exclusive jurisdiction to hear and decide such matters. The Customer and LT-US each hereby submit to the personal and subject matter jurisdiction of such courts and waives any objection it may now or hereafter have to venue or that such courts are inconvenient forums. IN ANY ACTION INVOLVING OR RELATING TO THIS AGREEMENT, EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES THE RIGHT TO TRIAL BY JURY.

I confirm that, if I am signing electronically, my action here represents my electronic signature and is binding. As the person signing below, electronically or in person, I also confirm that I have the full authority to sign this Contract on behalf of the Customer.

Lithified Technologies™ US, LLC

Required clients

Putnam County, GA



218 Camino La Tierra • Santa Fe, NM 87506 • Phone: 505-982-7444
BuyBoard Contract # 700-23

Putnam County, GA
Phone: 706-485-5826
Cell: +17064855826

Job Address:
Eatonton, GA

Print Date: 7-15-2025

Proposal for #GA 025-00106 Wards Chapel Rd

LITHTEC™ ON-DEMAND PRODUCTION REQUEST

LITHTEC™ PRODUCTS ARE PRODUCED ON-DEMAND. THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED TO COMMENCE GEOTECHNICAL TESTING, ESTABLISH THE DELIVERY SCHEDULE AND PLACE YOUR ORDER INTO PRODUCTION.

Project: GA 025-00106 Wards Chapel Rd.
Desired Project Date: TBD 2025
of Installation/Mobilization Days: 5 days
Square yards: 22,810
Depth: 10 inches
Maximum Dry Density: 131.6 lbs per cu. ft.
LithTec™ Dosage: 3%

These above values are based on treatment area and the Lithtec™ Compatibility Report. One mobilization is included per installation. Based on a standard production rate of 75 tons per day, additional mobilizations will be charged at a rate of \$1000.00 per day if the installation exceeds the installation/mobilization days with a mutually approved change order.

Customer: Government Entity
Payment Terms: 50% at time of order
Shipping Type: Bulk Pneumatic Tanker

Bank Wire Instructions:
Sunflower Bank, N.A., 1400 16th Street, Suite 250, Denver, CO 80202, (888)-827-5564
Beneficiary: Lithified Technologies US, LLC™, 218 Camino La Tierra, Santa Fe, NM 87506
Routing/ABA: 101100621
Account: 1100020156

Items	Description	Unit Cost	Qty/Unit	Price
Estimated Shipping Cost	Estimated shipping cost of LithTec™ product including packaging. Subject to variation of fuel surcharge amounts.	\$220.00	338 Ton	\$74,360.00
Estimated Shipping Cost				
Total LithTec™ Product Cost	Total LithTec™ Product Cost including blending. These are estimated tons. Actual tons delivered will be invoiced and may vary by 1-2% MOL.	\$985.00	338 Ton	\$332,930.00
LithTec™ Product Cost				

Total Cost: \$407,290.00

TERMS AND CONDITIONS. This document is a contract between the parties signing below and its terms and conditions are not final until approved by authorized signature below of Lithified Technologies US, LLC (LT-US).

The Customer agrees and contracts to pay the total provided above and further agrees it is based upon estimates for the dosage required for the Lithtec™ Product using various sources including lab testing, geotechnical site soil sampling of the project believed to be reliable at particular cross-sections that may or may not be representative of the materials across the entirety of the project, documents and/or materials provided by the customer, third parties, and USDA Natural Resources Conservation Service Reports. By signing below, you acknowledge and contract that the Total provided above represents the dosage of custom engineered Lithtec™ product required to produce the results shown on the Compatibility Report provided. You acknowledge by your signature below you have received the Compatibility Report with the identical project number as listed above, based upon the Report, that Lithtec™ when mixed with the sampled materials at proper density and with proper curing methods in accordance with ASTM and AASHTO specifications will likely achieve the results provided on the Compatibility Report. You also acknowledge that to produce the results shown on the Compatibility Report the installation **MUST** be in accordance with The LithTec™ Full Depth Lithification Specification, which also includes the Lithtec™ Installation Equipment Requirements and LithTec™ Failure Prevention Guide. A current copy of The LithTec™ Full Depth Lithification Specification is always available at www.lithtec.com under the Installation tab. By signing below you agree that you and your chosen contractor/engineer/other professionals will maintain and use a copy of the Lithtec™ Full Depth Lithification Specification, Lithtec™ Installation Equipment Requirements, and Lithtec™ Failure Prevention Guide, and that you understand and are capable of installing, and/or contracting to install, Lithtec™ in accordance with the specifications and understand these specifications **MUST BE FOLLOWED** to achieve a proper installation and that **YOU OR YOUR CHOSEN INSTALLER IS RESPONSIBLE FOR INSURING THE INSTALLATION FOLLOWS THESE SPECIFICATIONS AND YOU FULLY RELEASE AND AGREE TO FULLY INDEMNIFY LT-US FROM ANY CLAIMS OR RESPONSIBILITY ARISING FROM FAILURE TO FOLLOW THE SPECIFICATIONS OR IMPROPER INSTALLATION.** By signing below, you also acknowledge that the Total price for the Product provided also includes services such as: geotechnical sampling, geotechnical testing (which includes plasticity testing, moisture density relationships testing, California Bearing Ratio Testing, Unconfined Compression Testing, Modulus Derivative Testing), and onsite performance testing (which includes depth of lift testing, moisture content testing, and lightweight deflectometer testing). Also included in the Total price is a 5% overage of Lithtec™ Product by weight in the event of spillage and/or to be utilized for areas that require repair due to failed installation. By signing below, you approve the Total purchase price, and acknowledge that the 5% overage is included in your purchase. In the event there is no spillage and no repairs required during the installation, LT-US recommends placing additional Product (not to exceed an increase of 1% dosage by weight below the recommended dosage for the project) of Lithtec™ into those areas that may have had challenges prior to installation such as: intersections, drainage areas, shoulders, soft spots, wet spots, or areas where there is a history of road failure in the past. LT-US is a **PRODUCT SUPPLIER ONLY** and while data gathered from services it performs at the installation site will be shared with contractors and/or end users to support the installation, and those services are incorporated into the price of the Product, the data and information gathered through those services are intended **ONLY** for use for quality control and quality assurance for **THE EXCLUSIVE USE OF LT-US**. LT-US's **PRESENCE AND TESTING AT THE JOB SITE IS FOR LT-US PURPOSES ONLY AND IS NOT AS AN ONSITE SUPERVISOR OR CONTROLLER OR PERFORMANCE TESTER OF THE PROJECT AND ALL RESPONSIBILITY FOR INSTALLATION QUALITY AND COMPLIANCE WITH SPECIFICATIONS AND REQUIRED PROCEDURES RESTS SOLELY WITH THE CUSTOMER AND CONTRACTOR CHOSEN BY THE CUSTOMER AND ANY OTHER CUSTOMER REPRESENTATIVES ON SITE.** LT-US **RECOMMENDS** Licensed and/or Certified Third-party contractors, engineers and geotechnicians for the customer's quality control and quality assurance for **ALL** Lithtec™ treated installations. Any agreed changes in costs such as delivery, fuel service charge, sales tax, increases and/or decreases to product amounts, or others will be adjusted on a final invoice issued by LT-US. The desired Project Start Date may change by factors outside of LT-US's control including, without limitation, installation contractor scheduling, weather and

availability of materials or equipment. Every effort will be made to meet Customer Desired Start Date and any deposit amount will be held until the project can be scheduled for installation. No Projects are scheduled until deposit is received and confirmation that your project fits our On-Demand Product production schedule as orders are filled first-come, first-served and there are required lead times based on project size, scope and location.

MATERIAL SUPPLIER NOTICE.

LT-US furnishes the LithTec™ Products as a materials supplier ONLY and does not fabricate them into, or consume them in, the performance of the work of the contractor, subcontractor, or specialty contractor. Any mechanistic or other designs provided to customer have been calculated based on the information provided LT-US to determine the LithTec™ quantity requirement and is for the exclusive and private use of the customer to share with its engineers to determine applicable design of the project. The Customer chosen engineer is the responsible party for all design issues. LT-US DOES NOT provide design engineering services and NO representations or warranty, express or implied, is made regarding the accuracy of the information provided to LT-US by the Customer or its professionals/agents or to the fitness of the final design chosen by the customer or its engineers.

IT IS THE SOLE RESPONSIBILITY OF THE CUSTOMER AND ITS CONTRACTORS OR OTHER INSTALLATION PROFESSIONALS TO ENSURE THAT THE CONTRACTOR OR OTHER INSTALLERS HAVE ALL THE NECESSARY EQUIPMENT, WATER, OTHER RESOURCES AND PERSONNEL AVAILABLE AT THE JOB SITE FOR THE PROPER INSTALLATION OF THE PRODUCT AND TO SUPERVISE THE INSTALLATION TO ENSURE COMPLIANCE WITH ALL PRODUCT REQUIREMENTS AND INSTALLATION SPECIFICATIONS FOR PROPER INSTALLATION. LT-US PERSONNEL AT THE JOB SITE ARE NOT RESPONSIBLE FOR SUPERVISING INSTALLATION OR COMPLIANCE WITH PRODUCT REQUIREMENTS OR TESTING AND ARE THERE ONLY FOR LT-US PURPOSES. CUSTOMER AGREES IT AND ITS PROFESSIONALS AND CONTRACTORS ARE SOLELY RESPONSIBLE FOR INSTALLATION IN COMPLIANCE WITH ALL PRODUCT SPECIFICATIONS AND INSTALLATION REQUIREMENTS, INCLUDING THE PROPER EQUIPMENT AND RESOURCES FOR INSTALLATION. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR THE PRODUCTS.

Mobilization of Lithified Technologies US Staff for quality control and field supervision support is based on a minimum average placement of 75 tons of Lithtec™ product per day. If the customer or contractor schedules additional days for installation of the Lithtec™ those additional days will be charged a rate of \$1000.00 per day inclusive of all travel expenses. A change order will be issued. Any additional cost or expenses will be by mutual written agreement. The presence of the Lithified Technologies US Staff is not guaranteed beyond the above specified installation/mobilization days.

CONFIDENTIAL MATERIAL, NONDISCLOSURE AND TRADE SECRET AGREEMENT.

One or more LithTec™ Products shall be delivered to the project and/or to a location as directed by the Customer. The Customer CONTRACTS AND AGREES by their signature below that the LithTec™ Products are confidential trade secret formulas and that the disclosure of such trade secrets, in whole or in part, would be a violation of this Agreement and of applicable law and the Customer agrees they shall protect the Lithtec™ Products and shall not have, or cause to have, or allow others to have, the Lithtec™ Products analyzed in any manner or way whatsoever, without limitation, including but not limited to, decoded, reformulated, forensically investigated, deformed or reverse engineered to determine their composition and/or method of manufacture without specific written authorization in advance from the CEO of LT-US. The Customer further agrees they shall not obtain tests on the LithTec™ Products without advance written authorization from the CEO of LT-US, and the results from all Tests, shall be (1) provided ONLY to LT-US; and (2) considered the trade secrets and confidential property of LT-US unless otherwise released in writing for public use by the CEO of LT-US. The Customer agrees they shall not formulate, create, blend and/or manufacture any products that are derived from, relate directly to, and/or are produced as a result of the LithTec™ Products and that they shall not resell, make available to others or otherwise allow any unauthorized access to the Lithtec™ Products by anyone for any purpose. The Customer agrees that they are responsible for insuring compliance with the above provisions by their employees, contractors, consultants, trucking companies or others involved through them. Customer agrees that, if they become aware of any unauthorized use or disclosure of the LithTec™ Products, it will immediately notify LT-US and assist and cooperate in any way requested to remedy such use or disclosure. Customer will protect the LithTec™ Products from nondisclosure or unauthorized use with the highest possible protections of security of the LithTec™ Products. Customer agrees that, in the event of any breach or threatened breach of these confidentiality, nondisclosure and trade secret provisions that LT-US has the right to seek injunctive relief without posting a bond and to seek other equitable and legal relief, including an award of direct, incidental, punitive or other damages. The provisions of this Confidential Material, Nondisclosure and Trade Secret Agreement shall survive the term and completion of this contract and be enforceable at any time any breach or potential breach occurs.

SHIPPING AND DELIVERY.

Customer confirms and agrees that the provisions contained in the Compatibility and Final Geotechnical Report and Installation Requirements are an integral part of this Contract and will be provided at the conclusion of the geotechnical testing regimen. These provisions include, but are not limited to, the requirement that it is the Customer's responsibility, directly or through its contractors, to insure that trucks transporting LithTec™ Product are provided the necessary timely communication to insure they can locate the project site, have access to appropriate staging areas, have the proper equipment and personnel to unload the Product in a safe and efficient manner as each truck arrives so that unloading times are minimized, and scaling and weights of Product that arrive by

truck are either certified or confirmed in a manner suitable to the contractor, engineer or the end user. It is the Customer's responsibility, directly or through its contractor, to ensure that the staging area is constructed of materials that will not sink or turn to mud, and that the staging area is not in a flood zone. As soon as delivery is made, super sacks and/or Product delivered in pneumatic tanker are the responsibility of the Customer, directly or through its contractors, and depending on weather conditions, super sacks may need to be covered with plastic and/or wrapped with plastic to insure they remain dry while in storage. Under certain conditions Customer may choose to collect the Product directly from the production facility. In these cases, Customer is responsible for the Product as soon as it is delivered to them at the production facility. Any scaling and/or weight requirement cost is the responsibility of the Customer.

Amendment. Any amendment, supplement or modification of or to any provision of this contract, and any waiver of any provision of this contract shall be effective (i) only if it is made or given in writing and signed by each of the Customer and the LT-US and (ii) only in the specific instance and for the specific purpose for which made or given. No course of dealing between the parties hereto shall operate as a waiver of any right, power or privilege hereunder of any such party. Each and every default by either of the parties under this contract shall give rise to a separate cause of action hereunder, and separate suits may be brought under this contract as each cause of action arises.

Entire Agreement. This contract, together with the other documents and agreements referenced herein, is intended by the parties as a final expression of their agreement and intended to be a complete and exclusive statement of the agreement and understanding of the parties hereto in respect of the subject matter contained herein and therein. There are no restrictions, promises, representations, warranties or undertakings, other than those set forth or referred to herein or therein. This Agreement, together with any the other documents or agreements contemplated hereby, supersedes all prior agreements and understandings between the parties with respect to such subject matter.

Successors and Assigns. This contract shall inure to the benefit of, and be binding upon, the successors and permitted assigns of the parties hereto. No assignment of any rights or delegation of any obligations provided for herein may be made by any party without the express written consent of the other party hereto.

Notices. All notices, demands and other communications hereunder shall be made in writing and shall be sent by registered or certified first-class mail, return receipt requested, overnight courier service, facsimile, e-mail, or personal delivery:

To the Customer:
Putnum County
117 Putnum Rd.
Eatonton GA 31024

To LT-US:
Lithified Technologies US, LLC
218 Camino La Tierra
Santa Fe, NM 87506

Any party may by notice given in accordance with this Section 6.4 designate another address or person for receipt of notices hereunder, but such notice shall be effective only upon actual receipt.

Counterparts. This contract may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Execution and delivery of this contract by exchange of facsimile copies or electronic copies (including delivery of .pdf documents by e-mail or "docusign" shall constitute a valid and binding execution and delivery of this contract by such party. Such facsimile or electronic copies shall constitute enforceable original documents.

Headings; Gender. The headings in this Agreement are inserted for convenience of reference only and shall not affect the interpretation of this Agreement. As used herein, masculine pronouns shall include the feminine and neuter, neuter pronouns shall include the masculine and feminine, and the singular shall be deemed to include the plural.

Rule of Construction. The general rule of construction for interpreting a contract, which provides that the provisions of a contract should be construed against the party preparing the contract, is waived by the parties hereto. Each party acknowledges that such party was represented by separate legal counsel in this matter who participated in the preparation of this contract or such party had the opportunity to retain counsel to participate in the preparation of this contract but elected not to do so.

Remedies. Except as otherwise provided herein, no remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, and each and every remedy shall be cumulative and shall be in addition to every remedy under this contract or now or hereafter existing at law or in equity.

Governing Law; Venue; Waiver of Jury. This contract and the rights of the parties hereto shall be governed by and interpreted in accordance with the laws of the State of New Mexico, without regard to principles of conflicts of law. The Customer and LT-US each hereby agree that (a) any and all litigation arising out of this contract shall be conducted only in the District Courts of Santa Fe County, State of New Mexico or the District courts of the United States of America for the District of New Mexico, in each case located in Santa Fe County, State of New Mexico, and (b) such courts shall have the exclusive jurisdiction to hear and decide such matters. The Customer and LT-US each hereby submit to the personal and subject matter jurisdiction of such courts and waives any objection it may now or hereafter have to venue or that such courts are inconvenient forums. IN ANY ACTION INVOLVING OR RELATING TO THIS AGREEMENT, EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES THE RIGHT TO TRIAL BY JURY.

I confirm that, if I am signing electronically, my action here represents my electronic signature and is binding. As the person signing below, electronically or in person, I also confirm that I have the full authority to sign this Contract on behalf of the Customer.

Lithified Technologies™ US, LLC

Required clients

Putnam County, GA



218 Camino La Tierra • Santa Fe, NM 87506 • Phone: 505-982-7444
BuyBoard Contract # 700-23

Putnam County, GA
Phone: 706-485-5826
Cell: +17064855826

Job Address:
Eatonton, GA 31024

Print Date: 7-15-2025

Proposal for #GA 025-00107 Harmony Rd

LITHTEC™ ON-DEMAND PRODUCTION REQUEST

LITHTEC™ PRODUCTS ARE PRODUCED ON-DEMAND. THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED TO COMMENCE GEOTECHNICAL TESTING, ESTABLISH THE DELIVERY SCHEDULE AND PLACE YOUR ORDER INTO PRODUCTION.

Project: GA 025-00107 Harmony Rd.
Desired Project Date: TBD 2025
of Installation/Mobilization Days: 20 days
Square yards: 96,250
Depth: 10 inches
Maximum Dry Density: 135.3 lbs per cu.ft.
LithTec™ Dosage: 3%

These above values are based on treatment area and the Lithtec™ Compatibility Report. One mobilization is included per installation. Based on a standard production rate of 75 tons per day, additional mobilizations will be charged at a rate of \$1000.00 per day if the installation exceeds the installation/mobilization days with a mutually approved change order.

Customer: Government Entity
Payment Terms: 50% at time of order
Shipping Type: Bulk Pneumatic Tanker

Bank Wire Instructions:
Sunflower Bank, N.A., 1400 16th Street, Suite 250, Denver, CO 80202, (888)-827-5564
Beneficiary: Lithified Technologies US, LLC™, 218 Camino La Tierra, Santa Fe, NM 87506
Routing/ABA: 101100621
Account: 1100020156

Items	Description	Unit Cost	Qty/Unit	Price
Estimated Shipping Cost Estimated Shipping Cost	Estimated shipping cost of LithTec™ product including packaging. Subject to variation of fuel surcharge amounts.	\$220.00	1,466 Ton	\$322,520.00
Total LithTec™ Product Cost LithTec™ Product Cost	Total LithTec™ Product Cost including blending. These are estimated tons. Actual tons delivered will be invoiced and may vary by 1-2% MOL.	\$985.00	1,466 Ton	\$1,444,010.00

Total Cost: \$1,766,530.00

TERMS AND CONDITIONS. This document is a contract between the parties signing below and its terms and conditions are not final until approved by authorized signature below of Lithified Technologies US, LLC (LT-US).

The Customer agrees and contracts to pay the total provided above and further agrees it is based upon estimates for the dosage required for the Lithtec™ Product using various sources including lab testing, geotechnical site soil sampling of the project believed to be reliable at particular cross-sections that may or may not be representative of the materials across the entirety of the project, documents and/or materials provided by the customer, third parties, and USDA Natural Resources Conservation Service Reports. By signing below, you acknowledge and contract that the Total provided above represents the dosage of custom engineered Lithtec™ product required to produce the results shown on the Compatibility Report provided. You acknowledge by your signature below you have received the Compatibility Report with the identical project number as listed above, based upon the Report, that Lithtec™ when mixed with the sampled materials at proper density and with proper curing methods in accordance with ASTM and AASHTO specifications will likely achieve the results provided on the Compatibility Report. You also acknowledge that to produce the results shown on the Compatibility Report the installation **MUST** be in accordance with The LithTec™ Full Depth Lithification Specification, which also includes the Lithtec™ Installation Equipment Requirements and LithTec™ Failure Prevention Guide. A current copy of The LithTec™ Full Depth Lithification Specification is always available at www.lithtec.com under the Installation tab. By signing below you agree that you and your chosen contractor/engineer/other professionals will maintain and use a copy of the Lithtec™ Full Depth Lithification Specification, Lithtec™ Installation Equipment Requirements, and Lithtec™ Failure Prevention Guide, and that you understand and are capable of installing, and/or contracting to install, Lithtec™ in accordance with the specifications and understand these specifications **MUST BE FOLLOWED** to achieve a proper installation and that **YOU OR YOUR CHOSEN INSTALLER IS RESPONSIBLE FOR INSURING THE INSTALLATION FOLLOWS THESE SPECIFICATIONS AND YOU FULLY RELEASE AND AGREE TO FULLY INDEMNIFY LT-US FROM ANY CLAIMS OR RESPONSIBILITY ARISING FROM FAILURE TO FOLLOW THE SPECIFICATIONS OR IMPROPER INSTALLATION.** By signing below, you also acknowledge that the Total price for the Product provided also includes services such as: geotechnical sampling, geotechnical testing (which includes plasticity testing, moisture density relationships testing, California Bearing Ratio Testing, Unconfined Compression Testing, Modulus Derivative Testing), and onsite performance testing (which includes depth of lift testing, moisture content testing, and lightweight deflectometer testing). Also included in the Total price is a 5% overage of Lithtec™ Product by weight in the event of spillage and/or to be utilized for areas that require repair due to failed installation. By signing below, you approve the Total purchase price, and acknowledge that the 5% overage is included in your purchase. In the event there is no spillage and no repairs required during the installation, LT-US recommends placing additional Product (not to exceed an increase of 1% dosage by weight below the recommended dosage for the project) of Lithtec™ into those areas that may have had challenges prior to installation such as: intersections, drainage areas, shoulders, soft spots, wet spots, or areas where there is a history of road failure in the past. LT-US is a **PRODUCT SUPPLIER ONLY** and while data gathered from services it performs at the installation site will be shared with contractors and/or end users to support the installation, and those services are incorporated into the price of the Product, the data and information gathered through those services are intended **ONLY** for use for quality control and quality assurance for **THE EXCLUSIVE USE OF LT-US**. LT-US's **PRESENCE AND TESTING AT THE JOB SITE IS FOR LT-US PURPOSES ONLY AND IS NOT AS AN ONSITE SUPERVISOR OR CONTROLLER OR PERFORMANCE TESTER OF THE PROJECT AND ALL RESPONSIBILITY FOR INSTALLATION QUALITY AND COMPLIANCE WITH SPECIFICATIONS AND REQUIRED PROCEDURES RESTS SOLELY WITH THE CUSTOMER AND CONTRACTOR CHOSEN BY THE CUSTOMER AND ANY OTHER CUSTOMER REPRESENTATIVES ON SITE.** LT-US **RECOMMENDS** Licensed and/or Certified Third-party contractors, engineers and geotechnicians for the customer's quality control and quality assurance for **ALL** Lithtec™ treated installations. Any agreed changes in costs such as delivery, fuel service charge, sales tax, increases and/or decreases to product amounts, or others will be adjusted on a final invoice issued by LT-US. The desired Project Start Date may change by factors outside of LT-US's control including, without limitation, installation contractor scheduling, weather and

availability of materials or equipment. Every effort will be made to meet Customer Desired Start Date and any deposit amount will be held until the project can be scheduled for installation. No Projects are scheduled until deposit is received and confirmation that your project fits our On-Demand Product production schedule as orders are filled first-come, first-served and there are required lead times based on project size, scope and location.

MATERIAL SUPPLIER NOTICE.

LT-US furnishes the LithTec™ Products as a materials supplier ONLY and does not fabricate them into, or consume them in, the performance of the work of the contractor, subcontractor, or specialty contractor. Any mechanistic or other designs provided to customer have been calculated based on the information provided LT-US to determine the LithTec™ quantity requirement and is for the exclusive and private use of the customer to share with its engineers to determine applicable design of the project. The Customer chosen engineer is the responsible party for all design issues. LT-US DOES NOT provide design engineering services and NO representations or warranty, express or implied, is made regarding the accuracy of the information provided to LT-US by the Customer or its professionals/agents or to the fitness of the final design chosen by the customer or its engineers.

IT IS THE SOLE RESPONSIBILITY OF THE CUSTOMER AND ITS CONTRACTORS OR OTHER INSTALLATION PROFESSIONALS TO ENSURE THAT THE CONTRACTOR OR OTHER INSTALLERS HAVE ALL THE NECESSARY EQUIPMENT, WATER, OTHER RESOURCES AND PERSONNEL AVAILABLE AT THE JOB SITE FOR THE PROPER INSTALLATION OF THE PRODUCT AND TO SUPERVISE THE INSTALLATION TO ENSURE COMPLIANCE WITH ALL PRODUCT REQUIREMENTS AND INSTALLATION SPECIFICATIONS FOR PROPER INSTALLATION. LT-US PERSONNEL AT THE JOB SITE ARE NOT RESPONSIBLE FOR SUPERVISING INSTALLATION OR COMPLIANCE WITH PRODUCT REQUIREMENTS OR TESTING AND ARE THERE ONLY FOR LT-US PURPOSES. CUSTOMER AGREES IT AND ITS PROFESSIONALS AND CONTRACTORS ARE SOLELY RESPONSIBLE FOR INSTALLATION IN COMPLIANCE WITH ALL PRODUCT SPECIFICATIONS AND INSTALLATION REQUIREMENTS, INCLUDING THE PROPER EQUIPMENT AND RESOURCES FOR INSTALLATION. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR THE PRODUCTS.

Mobilization of Lithified Technologies US Staff for quality control and field supervision support is based on a minimum average placement of 75 tons of Lithtec™ product per day. If the customer or contractor schedules additional days for installation of the Lithtec™ those additional days will be charged a rate of \$1000.00 per day inclusive of all travel expenses. A change order will be issued. Any additional cost or expenses will be by mutual written agreement. The presence of the Lithified Technologies US Staff is not guaranteed beyond the above specified installation/mobilization days.

CONFIDENTIAL MATERIAL, NONDISCLOSURE AND TRADE SECRET AGREEMENT.

One or more LithTec™ Products shall be delivered to the project and/or to a location as directed by the Customer. The Customer CONTRACTS AND AGREES by their signature below that the LithTec™ Products are confidential trade secret formulas and that the disclosure of such trade secrets, in whole or in part, would be a violation of this Agreement and of applicable law and the Customer agrees they shall protect the Lithtec™ Products and shall not have, or cause to have, or allow others to have, the Lithtec™ Products analyzed in any manner or way whatsoever, without limitation, including but not limited to, decoded, reformulated, forensically investigated, deformed or reverse engineered to determine their composition and/or method of manufacture without specific written authorization in advance from the CEO of LT-US. The Customer further agrees they shall not obtain tests on the LithTec™ Products without advance written authorization from the CEO of LT-US, and the results from all Tests, shall be (1) provided ONLY to LT-US; and (2) considered the trade secrets and confidential property of LT-US unless otherwise released in writing for public use by the CEO of LT-US. The Customer agrees they shall not formulate, create, blend and/or manufacture any products that are derived from, relate directly to, and/or are produced as a result of the LithTec™ Products and that they shall not resell, make available to others or otherwise allow any unauthorized access to the Lithtec™ Products by anyone for any purpose. The Customer agrees that they are responsible for insuring compliance with the above provisions by their employees, contractors, consultants, trucking companies or others involved through them. Customer agrees that, if they become aware of any unauthorized use or disclosure of the LithTec™ Products, it will immediately notify LT-US and assist and cooperate in any way requested to remedy such use or disclosure. Customer will protect the LithTec™ Products from nondisclosure or unauthorized use with the highest possible protections of security of the LithTec™ Products. Customer agrees that, in the event of any breach or threatened breach of these confidentiality, nondisclosure and trade secret provisions that LT-US has the right to seek injunctive relief without posting a bond and to seek other equitable and legal relief, including an award of direct, incidental, punitive or other damages. The provisions of this Confidential Material, Nondisclosure and Trade Secret Agreement shall survive the term and completion of this contract and be enforceable at any time any breach or potential breach occurs.

SHIPPING AND DELIVERY.

Customer confirms and agrees that the provisions contained in the Compatibility and Final Geotechnical Report and Installation Requirements are an integral part of this Contract and will be provided at the conclusion of the geotechnical testing regimen. These provisions include, but are not limited to, the requirement that it is the Customer's responsibility, directly or through its contractors, to insure that trucks transporting LithTec™ Product are provided the necessary timely communication to insure they can locate the project site, have access to appropriate staging areas, have the proper equipment and personnel to unload the Product in a safe and efficient manner as each truck arrives so that unloading times are minimized, and scaling and weights of Product that arrive by

truck are either certified or confirmed in a manner suitable to the contractor, engineer or the end user. It is the Customer's responsibility, directly or through contractor, to ensure that the staging area is constructed of materials that will not sink or turn to mud, and that the staging area is not in a flood zone. As soon as delivery is made, super sacks and/or Product delivered in pneumatic tanker are the responsibility of the Customer, directly or through its contractors, and depending on weather conditions, super sacks may need to be covered with plastic and/or wrapped with plastic to insure they remain dry while in storage. Under certain conditions Customer may choose to collect the Product directly from the production facility. In these cases, Customer is responsible for the Product as soon as it is delivered to them at the production facility. Any scaling and/or weight requirement cost is the responsibility of the Customer.

Amendment. Any amendment, supplement or modification of or to any provision of this contract, and any waiver of any provision of this contract shall be effective (i) only if it is made or given in writing and signed by each of the Customer and the LT-US and (ii) only in the specific instance and for the specific purpose for which made or given. No course of dealing between the parties hereto shall operate as a waiver of any right, power or privilege hereunder of any such party. Each and every default by either of the parties under this contract shall give rise to a separate cause of action hereunder, and separate suits may be brought under this contract as each cause of action arises.

Entire Agreement. This contract, together with the other documents and agreements referenced herein, is intended by the parties as a final expression of their agreement and intended to be a complete and exclusive statement of the agreement and understanding of the parties hereto in respect of the subject matter contained herein and therein. There are no restrictions, promises, representations, warranties or undertakings, other than those set forth or referred to herein or therein. This Agreement, together with any the other documents or agreements contemplated hereby, supersedes all prior agreements and understandings between the parties with respect to such subject matter.

Successors and Assigns. This contract shall inure to the benefit of, and be binding upon, the successors and permitted assigns of the parties hereto. No assignment of any rights or delegation of any obligations provided for herein may be made by any party without the express written consent of the other party hereto.

Notices. All notices, demands and other communications hereunder shall be made in writing and shall be sent by registered or certified first-class mail, return receipt requested, overnight courier service, facsimile, e-mail, or personal delivery:

To the Customer:

Putnum County
117 Putnum Dr.
Eatonton GA 31024

To LT-US:

Lithified Technologies US, LLC
218 Camino La Tierra
Santa Fe, NM 87506

Any party may by notice given in accordance with this Section 6.4 designate another address or person for receipt of notices hereunder, but such notice shall be effective only upon actual receipt.

Counterparts. This contract may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Execution and delivery of this contract by exchange of facsimile copies or electronic copies (including delivery of .pdf documents by e-mail or "docusign" shall constitute a valid and binding execution and delivery of this contract by such party. Such facsimile or electronic copies shall constitute enforceable original documents.

Headings; Gender. The headings in this Agreement are inserted for convenience of reference only and shall not affect the interpretation of this Agreement. As used herein, masculine pronouns shall include the feminine and neuter, neuter pronouns shall include the masculine and feminine, and the singular shall be deemed to include the plural.

Rule of Construction. The general rule of construction for interpreting a contract, which provides that the provisions of a contract should be construed against the party preparing the contract, is waived by the parties hereto. Each party acknowledges that such party was represented by separate legal counsel in this matter who participated in the preparation of this contract or such party had the opportunity to retain counsel to participate in the preparation of this contract but elected not to do so.

Remedies. Except as otherwise provided herein, no remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, and each and every remedy shall be cumulative and shall be in addition to every remedy under this contract or now or hereafter existing at law or in equity.

Governing Law; Venue; Waiver of Jury. This contract and the rights of the parties hereto shall be governed by and interpreted in accordance with the laws of the State of New Mexico, without regard to principles of conflicts of law. The Customer and LT-US each hereby agree that (a) any and all litigation arising out of this contract shall be conducted only in the District Courts of Santa Fe County, State of New Mexico or the District courts of the United States of America for the District of New Mexico, in each case located in Santa Fe County, State of New Mexico, and (b) such courts shall have the exclusive jurisdiction to hear and decide such matters. The Customer and LT-US each hereby submit to the personal and subject matter jurisdiction of such courts and waives any objection it may now or hereafter have to venue or that such courts are inconvenient forums. IN ANY ACTION INVOLVING OR RELATING TO THIS AGREEMENT, EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES THE RIGHT TO TRIAL BY JURY.

I confirm that, if I am signing electronically, my action here represents my electronic signature and is binding. As the person signing below, electronically or in person, I also confirm that I have the full authority to sign this Contract on behalf of the Customer.

Lithified Technologies™ US, LLC

Required clients

Putnam County, GA

File Attachments for Item:

14. Authorization for Chairman to sign Resolution Calling for an Election to Impose a County Special Purpose Local Option Sales Tax (SPLOST 10) (staff-CM/CA)

Resolution Calling for an Election to Impose a County Special Purpose Local Option Sales Tax

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF PUTNAM COUNTY, GEORGIA IMPOSING A COUNTY ONE PERCENT SALES AND USE TAX AS AUTHORIZED BY PART 1 OF ARTICLE 3 OF CHAPTER 8 OF TITLE 48 OF THE OFFICIAL CODE OF GEORGIA ANNOTATED, SPECIFYING THE PURPOSES FOR WHICH THE PROCEEDS OF SUCH TAX ARE TO BE USED; SPECIFYING THE PERIOD OF TIME FOR WHICH SUCH TAX SHALL BE IMPOSED; SPECIFYING THE ESTIMATED COST OF THE FACILITIES TO BE FUNDED FROM THE PROCEEDS OF SUCH TAX; REQUESTING THE ELECTION SUPERINTENDENT TO CALL AN ELECTION OF THE VOTERS OF PUTNAM COUNTY TO APPROVE THE IMPOSITION OF SUCH SALES AND USE TAX; APPROVING THE FORM OF BALLOT TO BE USED IN SUCH AN ELECTION; AND FOR OTHER PURPOSES.

WHEREAS, Part 1 of Article 3 of Chapter 8 of Title 48 of the Official Code of Georgia Annotated (the “Act”) authorizes the imposition of a county one percent sales and use tax (the “SPLOST”) for the purpose, *inter alia*, of financing certain capital outlay projects which include those set forth herein; and

WHEREAS, the Board of Commissioners of Putnam County, Georgia (the “Board of Commissioners”) has determined that it is in the best interest of the citizens of Putnam County, Georgia (the “County”) that a one percent SPLOST be imposed in a special district within the County to collect approximately \$45,687,551.00 for the purpose of funding capital outlay projects (the “Projects”); and

WHEREAS, the Board of Commissioners delivered a written notice (the “Notice”) to the Mayor in the municipality located within the County regarding the imposition of the SPLOST; and

WHEREAS, the Notice contained the date, time, place, and purpose of a meeting at which designated representatives of the County and the City of Eatonton (“the Municipality”) met and discussed the possible projects for inclusion in the referendum, including municipally owned and operated projects; and

WHEREAS, the Notice was delivered or mailed at least 10 days prior to the date of the meeting, and the meeting was held at least 30 days prior to the issuance of a call for the referendum; and

WHEREAS, the Municipality represents 29 percent of the total population of the County, based on the 2020 census.

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

A. Assuming the question of imposing a County SPLOST is approved by the voters of the special district in the election hereinafter referred to, the SPLOST shall be imposed for the term, purposes and costs as follows:

1. In order to finance the Projects described herein, a SPLOST in the amount of one percent (1%) on all sales and uses in the County is hereby authorized to be levied and collected within the special district created in the County as provided in the Act.

2. The proceeds of such tax are to be used to fund the Projects. The Projects consist of “County Projects” and “Municipal Projects.” The County Projects, the Municipal Projects, and the estimated Costs are set forth below:

<u>County Projects</u>	<u>Estimated Costs</u>
Jail Renovation Project	\$9,100,000.00
Sheriff's Office Vehicles	\$2,200,000.00
EMS Ambulances and Equipment	\$2,500,000.00
Fire Department Trucks and Equipment, Debt Service and Improvements	\$7,500,000.00
Public Works Heavy Duty Trucks and Equipment	\$850,000.00
Putnam General Hospital	\$3,700,000.00
Recreation Department-Pickleball, Lighting, Facility Improvements at JDP and PRC	\$2,100,000.00
Golf Course Equipment and Course Upgrades	\$980,000.00
Public Building Improvements	\$750,000.00
Oconee Springs Park Improvements	\$1,400,000.00
County Extension Office	\$2,800,000.00
Animal Services Vehicles and Building	\$200,000.00
Public Works Road and Bridges	\$277,000.00
<u>City Projects</u>	<u>Estimated Costs</u>
Gas Department Tools & Equipment	\$900,000.00
Gas Line Expansion	\$600,000.00
Gas Department Vehicles	\$100,000.00
Police Vehicles	\$1,000,000.00
Police Tools & Equipment	\$255,000.00
Fire Trucks/Vehicles	\$1,066,000.00
Fire Tools & Equipment	\$225,000.00
Roads/Bridges/Sidewalks/Drainage	\$3,500,000.00
Streets Department Tools & Equipment	\$810,000.00
Streets Department Vehicles	\$512,000.00
City Shop Tools & Equipment	\$50,000.00
Buildings & Grounds Tools & Equipment	\$25,000.00
Public Buildings & Site Improvements	\$1,872,551.00
Senior Center Vehicles	\$70,000.00
Blight Remediation	\$300,000.00
City Hall Furnishings & Equipment	\$45,000.00

3. The SPLOST is to be imposed for a period of six years.

B. Call for the Election; Ballot Form; Notice.

1. The Board of Elections of Putnam County is hereby requested to call an election in all voting precincts in the County on the 4th day of November 2025, for the purpose of submitting to the qualified voters of the County the question set forth in paragraph 2. below.

2. The ballots to be used in the election shall have written or printed thereon substantially the following:

“() Yes () No

“Shall a special one percent sales and use tax be imposed in the special district of Putnam County for a period of time not to exceed six years and for the raising of an estimated amount of \$45,687,551.00 for the purpose of completion of capital outlay projects as follows (1) Jail Renovation Project, Sheriff’s Office Vehicles, EMS Ambulances and Equipment, Fire Department Trucks and Equipment, Debt Service and Improvements, Public Works Heavy Duty Trucks and Equipment, Putnam General Hospital, Recreation Department-Pickleball, Lighting, Facility Improvements at JDP and PRC, Golf Course Equipment and Course Upgrades, Public Building Improvements, Oconee Springs Park Improvements, County Extension Office, Animal Services Vehicles and Building, and Public Works Roads and Bridges for Putnam County and; (2) Gas Department Tools & Equipment, Gas Line Expansion, Gas Department Vehicles, Police Vehicles, Police Tools & Equipment, Fire Trucks/Vehicles, Fire Tools & Equipment, Roads/Bridges/Sidewalks/Drainage, Streets Department Tools & Equipment, Streets Department Vehicles, City Shop Tools & Equipment, Building & Grounds Tools & Equipment, Public Buildings & Site Improvements, Senior Center Vehicles, Blight Remediation, and City Hall Furnishings & Equipment for the Municipality of the City of Eatonton?”

3. It is hereby requested that the election be held by the Board of Elections of Putnam County in accordance with the election laws of the State of Georgia, including, without limitation, the election laws relating to special elections. It is hereby further requested that the Board of Elections of Putnam County canvass the returns declare the result of the election and certify the result to the Secretary of State and to the Commissioner of Revenue.

4. The Board of Elections of Putnam County is hereby authorized and requested to publish a notice of the election as required by law in the newspaper in which Sheriff’s advertisements for the County are published once a week for four weeks immediately preceding the date of the election. The notice of the election shall be in substantially the form attached hereto as Exhibit “A”.

- C. The Clerk of the Board of Commissioners is hereby authorized and directed to deliver a copy of the resolution to the Board of Elections of Putnam County, with a request that the Board of Elections of Putnam County issue the call for an election.
- D. The proper officers and agents of the County are hereby authorized to take any and all further actions as may be required in connection with the imposition of SPLOST.
- E. The Resolution shall take effect immediately upon its adoption.

PUTNAM COUNTY, GEORGIA

Chairman

ATTEST:

County Clerk
Date Adopted _____

EXHIBIT “A”

NOTICE OF SPECIAL ELECTION

**TO THE QUALIFIED VOTERS OF
PUTNAM COUNTY, GEORGIA**

NOTICE IS HEREBY GIVEN that on the 4th day of November, 2025, an election will be held at the regular polling places in all the election districts of Putnam County, Georgia (“the County”), at which time there will be submitted to the qualified voters of the county for their determination the question of whether a one percent county special purpose local option sales and use tax (the “SPLOST”) shall be imposed on all sales and uses in the special district created in the County for a period of 6 years for the raising of approximately \$45,687,551.00 for the purpose of funding capital outlay projects (“the Projects”) specified in the form of the ballot set forth below.

The ballots to be used at such election shall have written or printed thereon substantially the following:

“() Yes () No

“Shall a special one percent sales and use tax be imposed in the special district of Putnam County for a period of time not to exceed six years and for the raising of an estimated amount of \$45,687,551.00 for the purpose of completion of capital outlay projects as follows (1) Jail Renovation Project, Sheriff’s Office Vehicles, EMS Ambulances and Equipment, Fire Department Trucks and Equipment, Debt Service and Improvements, Public Works Heavy Duty Trucks and Equipment, Putnam General Hospital, Recreation Department-Pickleball, Lighting, Facility Improvements at JDP and PRC, Golf Course Equipment and Course Upgrades, Public Building Improvements, Oconee Springs Park Improvements, County Extension Office, Animal Services Vehicles and Building, and Public Works Roads and Bridges for Putnam County and; (2) Gas Department Tools & Equipment, Gas Line Expansion, Gas Department Vehicles, Police Vehicles, Police Tools & Equipment, Fire Trucks/Vehicles, Fire Tools & Equipment, Roads/Bridges/Sidewalk/Drainage, Streets Department Tools & Equipment, Streets Department Vehicles, City Shop Tools & Equipment, Building & Grounds Tools & Equipment, Public Buildings & Site Improvements, Senior Center Vehicles, Blight Remediation, and City Hall Furnishings & Equipment for the Municipality of the City of Eatonton?”

The several places for holding said special election shall be at the regular and established voting precincts of the election districts of Putnam County, Georgia, and the polls will be open from 7:00 a.m. to 7:00 p.m. on the date fixed for the special election.

The last day to register to vote in this special election shall be October 6, 2025 through 5:00 p.m. Mail voter registration applications must be postmarked on or before October 6, 2025.

Those residents of Putnam County qualified to vote in such special election shall be determined in all respects in accordance with the election laws of the State of Georgia.

This notice is given pursuant to a resolution of the Putnam County Board of Commissioners adopted on September 5, 2025.

This 5th day of September 2025