

PUTNAM COUNTY BOARD OF COMMISSIONERS



117 Putnam Drive, Suite A ♦ Eatonton, GA 31024

Agenda

Friday, January 5, 2024 ♦ 10:00 AM

Putnam County Administration Building – Room 203

Opening

1. Welcome - Call to Order
2. Approval of Agenda
3. Invocation
4. Pledge of Allegiance - (SH)
5. Special Presentation - Habitat for Humanity (Murali Thirumal)
6. Special Presentation - Uncle Remus Golf Course Superintendent Michael Benton

Regular Business Meeting

7. Public Comments
8. Consent Agenda
 - a. ~~Approval of Minutes – November 21, 2023 Regular Meeting~~ (approved at 12/19/23 meeting)
 - b. Approval of Minutes - December 19, 2023 Regular Meeting (staff-CC)
 - c. Approval of Minutes - December 19, 2023 Executive Session (staff-CC)
9. Chairman to appoint Vice-Chairman for 2024 (BS)
10. Request for final plat subdivision approval - Enclave at Waterfront (staff-P&D)
11. Repeal of HB 300 (staff-CM)
12. Approval of 2024 LMIG Project List (staff-CM)
13. Request for approval of installation of four FLOCK cameras in County ROW (staff-Public Works/PCSO)
14. Request for approval purchase material for two road resurfacing projects (staff-Public Works)
15. Approval of FY24 Budget Amendment #1 (staff-Finance)
16. Setting of Qualifying Fees for 2024 General Election (staff-Finance)
17. Authorization for Chairman to sign Resolutions for the Tax Commissioner's Office (staff-Tax Comm)
 - a. Resolution for Authority for Tax Commissioner to Receive Funds
 - b. Resolution for Waiver of Penalties and Interest on Unpaid Ad Valorem Taxes
 - c. Resolution Establishing Due Date for all Taxes

Reports/Announcements

18. County Manager Report
19. County Attorney Report
20. Commissioner Announcements

Closing

21. 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:

8. Consent Agenda

- a. Approval of Minutes - November 21, 2023 Regular Meeting (staff-CC)* (*not needed, approved at 12/19/23 meeting)
- b. Approval of Minutes - December 19, 2023 Regular Meeting (staff-CC)
- c. Approval of Minutes - December 19, 2023 Executive Session (staff-CC)

PUTNAM COUNTY BOARD OF COMMISSIONERS



117 Putnam Drive, Suite A ♦ Eatonton, GA 31024

Minutes

Tuesday, December 19, 2023 ♦ 6:00 PM

Putnam County Administration Building – Room 203

The Putnam County Board of Commissioners met on Tuesday, December 19, 2023 at approximately 6:00 p.m. in the Putnam County Administration Building, 117 Putnam Drive, Room 203, Eatonton, Georgia.

PRESENT

- Chairman Bill Sharp
- Commissioner Gary McElhenney
- Commissioner Daniel Brown (arrived late)
- Commissioner Steve Hersey
- Commissioner Jeff Wooten

STAFF PRESENT

- County Attorney Adam Nelson
- County Manager Paul Van Haute
- Deputy County Clerk Donna Todd

STAFF ABSENT

- County Clerk Lynn Butterworth

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 _____.)

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2. Approval of Agenda

Motion to postpone Agenda Item 5 “Special Presentation - Councilwoman Reid - Oconee Behavioral Health Board” until the January 16, 2023 meeting.

Motion made by Commissioner Wooten, Seconded by Commissioner Hersey.

Voting Yea: Commissioner McElhenney, Commissioner Hersey, Commissioner Wooten

Not Present: Commissioner Brown

Motion to approve the agenda with item #5 “Special Presentation - Councilwoman Reid - Oconee Behavioral Health Board” postponed until the January 16, 2023 meeting.

Motion made by Commissioner Hersey, Seconded by Commissioner Wooten.

Voting Yea: Commissioner McElhenney, Commissioner Hersey, Commissioner Wooten

Not Present: Commissioner Brown

3. Invocation

County Attorney Adam Nelson gave the invocation.

4. Pledge of Allegiance (DB)

Chairman Sharp led the Pledge of Allegiance.

5. Special Presentation - Councilwoman Reid - Oconee Behavioral Health Board

This item was postponed until the January 16, 2024 meeting.

Zoning/Public Hearing

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

6. Request by Darin L. Simmons to rezone 10 acres on Pea Ridge Road from AG to C-2. [Map 088, Part of Parcel 008006, District 4]. (staff-P&D)

Mr. Darin L. Simmons spoke in support of the request and presented information about the proposed use of the property. No one spoke against this item.

Planning and Development staff recommendation was for approval to rezone 10 acres on Pea Ridge Road from Ag to C-2. [Map 088, Part of Parcel 008006, District 4].

Motion to approve the request by Darin L. Simmons to rezone 10 acres on Pea Ridge Road from AG to C-2 [Map088 Part of Parcel 008006, District 4].

Motion made by Commissioner Wooten, Seconded by Commissioner McElhenney.

Voting Yea: Commissioner McElhenney, Commissioner Brown, Commissioner Hersey, and Commissioner Wooten

- 7. Request by Rick McAllister, agent for Eugene C. Wheeler as Trustee for Eugene C. Wheeler 2016 Trust to rezone 1.03 acres on Old Phoenix Road from RM-1 to C-1. [Map 103A, Parcel 086, District 1] (staff-P&D)
- 8. Request by Rick McAllister, agent for Eugene C. Wheeler as Trustee for Eugene C. Wheeler 2016 Trust to rezone 1.03 acres on Old Phoenix Road from RM-1 to C-1. [Map 103A, Parcel 087, District 1]. (staff-P&D)
- 9. Request by Rick McAllister, agent for Eugene C. Wheeler as Trustee for Eugene C. Wheeler 2016 Trust to rezone 1.02 acres on Old Phoenix Road from RM-1 to C-1. [Map 103A, Parcel 088, District 1]. (staff-P&D)
- 10. Request by Rick McAllister, agent for Eugene C. Wheeler as Trustee for Eugene C. Wheeler 2016 Trust to rezone .38 acres on Old Phoenix Road from RM-3 to C-1. [Map 103A, Parcel 208, District 1] (staff-P&D)

Chairman Sharp requested a motion to combine agenda items #7, 8, 9, and 10.

Motion to combine agenda items #7, 8, 9, and 10.

Motion made by Commissioner Hersey, Seconded by Commissioner Wooten.

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

Mr. Rick McAllister spoke in support of the request and provided information about the use of the property. No one spoke against this item.

Planning and Development staff recommendation was for approval to rezone 1.03 acres from RM-1 to C-1 on Old Phoenix Road [Map 103A, Parcel 086, District 1] with the following conditions:

- 1. The developer shall develop and maintain a 50-foot undisturbed buffer or berm along the property lines that abut Map 103A Parcel 090.
- 2. The developer shall install a right turning lane at the proposed intersection per state and local guidelines and
- 3. The developer shall install a center left turn lane per state and local guidelines.

AND

Approval to rezone 1.03 acres from RM-1 to C-1 on Old Phoenix Road [Map 103A, Parcel 087, District 1] with the following conditions:

- 1. The developer shall develop and maintain a 50-foot undisturbed buffer or berm along the property lines that abut Map 103A Parcel 089.
- 2. The developer shall install a right turning lane at the proposed intersection per state and local guidelines and
- 3. The developer shall install a center left turn lane per state and local guidelines.

AND

Approval to rezone 1.02 acres from RM-1 to C-1 on Old Phoenix Road [Map 103A, Parcel 088, District 1] * with the following conditions:

- 1. The developer shall develop and maintain a 50-foot undisturbed buffer or berm along the property lines that abut Map 103A Parcel 089 as stated in Section 66-104(g) of the Putnam County Code of Ordinances.
- 2. The developer shall install a right turning lane at the proposed intersection per state and local guidelines and
- 3. The developer shall install a center left turn lane per state and local guidelines.

AND

Approval to rezone 0.38 acres from RM-3 to C-1 on Old Phoenix Road [Map 103A, Parcel 208, District 1] * with the following conditions:

1. The developer shall develop and maintain a 50-foot undisturbed buffer or berm along the property lines that abut Map 103A Parcel 089 as stated in Section 66-104(g) of the Putnam County Code of Ordinances.
2. The developer shall install a right turning lane at the proposed intersection per state and local guidelines and
3. The developer shall install a center left turn lane per state and local guidelines.

Motion to approve the requests by Rick McAllister, agent for Eugene C. Wheeler as Trustee for Eugene C. Wheeler 2016 Trust to rezone 1.03 acres on Old Phoenix Road from RM-1 to C-1 [Map 103A, Parcel 086], 1.03 acres on Old Phoenix Road from RM-1 to C-1 [Map 103A, Parcel 087], 1.02 acres on Old Phoenix Road from RM-1 to C-1 [Map 103A, Parcel 088], and .38 acres on Old Phoenix Road from RM-3 to C-1 [Map 103A, Parcel 208] with the following conditions:

1. The developer shall develop and maintain a 50-foot undisturbed buffer or berm along the property lines that abut Map 103A Parcel 090.
2. The developer shall develop and maintain a 50-foot undisturbed buffer or berm along the property lines that abut Map 103A Parcel 089.
3. The developer shall develop and maintain a 50-foot undisturbed buffer or berm along the property lines that abut Map 103A Parcel 089 as stated in Section 66-104(g) of the Putnam County Code of Ordinances.
4. The developer shall install a right turning lane at the proposed intersection per state and local guidelines.
5. The developer shall install a center left turn lane per state and local guidelines.

Motion made by Commissioner McElhenney, Seconded by Commissioner Brown.

Motion amended to include the following additional conditions: the subject properties cannot be used or sold as standalone properties and must be combined and the subject properties must be replatted and the new plat recorded.

Amended motion made by Commissioner Hersey, Seconded by Commissioner Wooten.

Commissioner Hersey withdrew his motion to amend, with consent from the second, Commissioner Wooten.

Motion amended to include the following additional condition: to replat and have the plat recorded.

Amended motion made by Commissioner Hersey, Seconded by Commissioner Wooten.

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

Vote on original motion as amended:

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

Chairman Sharp closed the Zoning Public Hearing at approximately 6:30 p.m.

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Regular Business Meeting

11. Public Comments

Mr. Billy Webster spoke regarding the approval of the meeting agenda.

Mr. William Vargo spoke regarding communication issues.

Ms. Barbara Vargo suggested providing cell phones for the commissioners.

12. Consent Agenda

a. Approval of Minutes - November 21, 2023 Regular Meeting (staff-CC)

b. Authorization for Chairman to sign Memorandum of Agreement between The Office of Bridge Design and Maintenance and Putnam County for a bridge at Martins Mill Road and Little River (staff-CM)

c. Approval of 2023 Alcohol License (staff-CC)

d. Authorization for Chairman to sign First Amendment to Lease Agreement with Georgia Windstream (staff-CC)

Commissioner Hersey requested that Agenda item 12c be removed from the Consent Agenda and handled separately.

Motion to approve Consent Agenda items a, b, and d.

Motion made by Commissioner McElhenney, Seconded by Commissioner Hersey.

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

Motion to deny Consent Agenda item 12c, approval of Alcohol License for Anchors Marina.

Motion made by Commissioner Hersey, Seconded by Commissioner Brown.

Voting Yea: Commissioner Hersey, Commissioner Brown

Voting Nay: Commissioner McElhenney, Commissioner Wooten, Chairman Sharp

Motion to approve Consent Agenda item 12c, the Alcohol License for Anchors Marina.

Motion made by Commissioner McElhenney, Seconded by Commissioner Wooten.

Voting Yea: Commissioner McElhenney, Commissioner Wooten, Chairman Sharp

Voting Nay: Commissioner Brown, Commissioner Hersey

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

13. Discussion and possible action regarding SWA Generator per the Homeland Security Hazard Mitigation Plan (staff-CM)

Mr. Brice Doolittle spoke and provided information regarding the purchase of the generator for Sinclair Water Authority.

Motion to authorize Putnam County to commit up to \$75,000 of matching funds for generators at the Sinclair Water Authority (SWA) plant.

Motion made by Commissioner Hersey, Seconded by Commissioner Wooten.

Commissioner Wooten commented that we should table the approval of the generators until the grant can be upgraded to reflect costs consistent with current financial conditions, and discussions with Baldwin County can take place regarding the amount they plan to commit to the purchase.

Commissioner Hersey withdrew the motion to authorize Putnam County to commit up to \$75,000 of matching funds for the purchase of generators at the Sinclair (SWA) plant, with consent from Commissioner Wooten.

Motion to table the discussion and possible action regarding the SWA Generator per the Homeland Security Hazard Mitigation Plan for up to six months.

Motion made by Commissioner Wooten, Seconded by Commissioner Hersey.

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

14. Request from Fire Department for Emergency Vehicle Purchase - 2027 Pierce Enforcer PUC Pumper (staff-Fire)

Fire Chief Thomas McClain provided information regarding the purchase of a 2027 Pierce Custom Pumper, funded through SPLOST 9 funds. The lead time of receiving the apparatus is 45 to 48 months.

Motion for approval for the Fire Department to purchase an Emergency Vehicle, a 2027 Pierce Enforcer PUC.

Motion made by Commissioner McElhenney, Seconded by Commissioner Wooten.

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

15. Appointment to Sinclair Water Authority Board (staff-CC)

County Manager Van Haute spoke regarding the two nominations to the Sinclair Water Authority Board, Mr. Charles Gray and Ms. Joan Minton.

Motion to nominate Ms. Joan Minton to the Sinclair Water Authority Board.

Motion made by Commissioner Hersey, Seconded by Commissioner Wooten.

Voting Yea for Joan Minton: Commissioner McElhenney, Commissioner Brown, Commissioner Hersey, Commissioner Wooten

16. Approval of 2024 BOC Meeting Schedule (staff-CC)
Motion to adopt the 2024 BOC Meeting Schedule as proposed, with two changes: one meeting in May on the 21st and one meeting in July on the 23rd.
Motion made by Commissioner McElhenney, Seconded by Commissioner Brown.
Voting Yea: Commissioner McElhenney, Commissioner Brown, Commissioner Hersey, Commissioner Wooten
 (Copy of schedule made a part of the minutes on minute book page _____.)

17. Appeal of Short Term Vacation Rental License denial by Kerri Smith/Sundown Cottage (staff-CC)
 County Attorney Nelson requested an Executive Session regarding litigation.
 17a. 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 Wooten.
Voting Yea: Commissioner McElhenney, Commissioner Brown, Commissioner Hersey, Commissioner McElhenney

Meeting closed at approximately 7:22 p.m.

17b. Reopen meeting following Executive Session
Motion to reopen the meeting following Executive Session.
Motion made by Commissioner McElhenney, Seconded by Commissioner Wooten.
Voting Yea: Commissioner McElhenney, Commissioner Brown, Commissioner Hersey, Commissioner Wooten

Meeting reconvened at approximately 7:43 p.m.

17c. Authorize Chairman to sign Affidavit concerning the subject matter of the closed portion of the meeting
Motion to authorize the Chairman to sign the Affidavit concerning the subject matter of the closed portion of the meeting.
Motion made by Commissioner Wooten, Seconded by Commissioner McElhenney.
Voting Yea: Commissioner McElhenney, Commissioner Brown, Commissioner Hersey, Commissioner Wooten
 (Copy of affidavit made a part of the minutes on minute book page _____.)

17d. Action, if any, resulting from the Executive Session
 No action was taken.

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Original #17 agenda item resumed.

County Attorney Nelson reminded the board that the only matter before them is whether the owner did enough to obtain vested rights. The decision is about whether or not the Smiths are allowed to apply for an STR license.

Mr. Steven L. Jones, Attorney for Ms. Kerri Smith, spoke on her behalf and presented the board with documents supporting the appeal. Ms. Kerri Smith also spoke on the matter, restating her reasons for appealing the denial.

The following citizens spoke in support of Ms. Smith’s appeal:

- Mr. William Vargo
- Mrs. Barbara Vargo

The following citizens spoke against the appeal:

- Mr. Terry Kinnamon
- Mr. Gary Clayton
- Ms. Diana Odum
- Mr. Jim Berardicurti
- Ms. Peggy McWhorter
- Mr. Oz Castro Pareta
- Ms. Ellen Wallace

Mr. Steven Jones used the remainder of his allotted speaking time to rebut the arguments presented.

Motion to deny the appeal of the STR License denial by Kerri Smith/Sundown Cottage at 113 B River Bend Court.

Motion made by Commissioner Hersey, Seconded by Commissioner Brown.

Voting Yea: Commissioner Hersey

Voting Nay: Commissioner McElhenney, Commissioner Brown, Commissioner Wooten

Motion to grant the appeal of the STR License denial of Kerri Smith/Sundown Cottage at 113 B River Bend Court.

Motion made by Commissioner Brown, Seconded by Commissioner Wooten.

Voting Yea: Commissioner McElhenney, Commissioner Brown, Commissioner Wooten

Voting Nay: Commissioner Hersey

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18. Discussion and possible action to amend House Bill 1364 (SH)
Commissioner Hersey presented information regarding a possible amendment to House Bill 1364, which would strike the limitation on the definition of “homestead” to the “primary residence.”

Mr. Charles Patton and Mr. Don Turney spoke in support of amending the bill.
Chief Appraiser Charles Anglin provided information about the way properties are valued and data required by the state.

Motion to amend House Bill 1364 to strike the limitation on the definition of “homestead” to the “primary residence.”

Motion made by Commissioner Hersey, Seconded by Commissioner Brown.

Voting Yea: Commissioner Hersey

Voting Nay: Commissioner McElhenney, Commissioner Brown, Commissioner Wooten

Reports/Announcements

19. County Manager Report

County Manager Van Haute reported the following:

- recognized the Employees of the Year, one of whom is our own County Clerk, Ms. Lynn Butterworth.
- recognized Human Resources Director, Cynthia Miller as she received her Advanced Certified Human Resources Manager certification.

20. County Attorney Report

No report.

21. Commissioner Announcements

Commissioner McElhenney: none

Commissioner Brown: wished all in attendance a Merry Christmas, a Happy New Year, and asked God’s continued blessings on our county.

Commissioner Hersey: none

Commissioner Wooten: wished all a Merry Christmas and a Happy New Year and sent a message to County Clerk Lynn Butterworth to stay strong.

Chairman Sharp: Grateful for good news on County Clerk Butterworth and requested continued prayers for baby Graham, son of county employees Carola Woods and Gregg Owens. He wished all in attendance a Merry Christmas and reminded everyone that Jesus is the reason for the season.

Closing

22. Adjournment

Motion to adjourn the meeting.

Motion made by Commissioner McElhenney, Seconded by Commissioner Wooten.

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

Meeting adjourned at approximately 9:27 p.m.

ATTEST:

Donna Todd
Deputy 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 December 19, 2023 Executive Session are available for Commissioner review in the Clerk's office.

File Attachments for Item:

9. Chairman to appoint Vice-Chairman for 2024 (BS)

Sec. 2-36. Vice-chairperson.

The chairperson shall select a vice-chairperson from the board members at the beginning of each calendar year. The vice-chairperson shall fulfill the duties of the chairperson if the chairperson is not in attendance and shall vote on all matters in order to represent his or her district.

If the chairperson and the vice chairperson are absent and a quorum is present the remaining commissioners shall select a commissioner to serve as temporary chairperson of the meeting until either the chairperson or vice-chairperson is present at the meeting.

(Ord. of 4-5-2002, § 1.06; Amend. of 11-6-2009(1))

File Attachments for Item:

10. Request for final plat subdivision approval - Enclave at Waterfront (staff-P&D)



PUTNAM COUNTY PLANNING & DEVELOPMENT

117 Putnam Drive, Suite B ♦ Eatonton, GA 31024

Tel: 706-485-2776 ♦ 706-485-0552 fax ♦ www.putnamcountyga.us

REQUEST FOR FINAL PLAT SUBDIVISION APPROVAL

THE UNDERSIGNED HEREBY REQUESTS AN INSPECTION OF SUBDIVISION FOR FINAL PLAT APPROVAL.

APPLICANT: John Klynes

ADDRESS: 191 SAMMONS INDUSTRIAL
EATONTON GA 31024

PHONE: [REDACTED]

PROPERTY OWNER IS DIFFERENT FROM ABOVE: APPROX OCEANFRONT WATERFRONT LLC

ADDRESS: 350 RESEARCH CT STE 100
HERCROSS, GA 30092

PHONE: CURTIS [REDACTED]

PROPERTY:

SUBDIVISION NAME: ENCLAVE AT WATERFRONT
LOCATION: ESUIS MARINA RD. EATONTON, GA.

MAP 104B PARCEL 0015 NUMBER OF ACRES 3.18 PHASE 002

SUPPORTING INFORMATION ATTACHED TO APPLICATION:

- FOUR COPIES OF THE AS-BUILT SURVEY
- BOND FOR PERFORMANCE/MAINTENANCE
- EASEMENT DEEDS FOR EASEMENTS, STREETS, and RIGHT-OF-WAYS

SEE PRIVATE & REMAINING PRIVATE

*APPLICANT HEREBY AFFIRMS THAT APPLICANT IS THE PROPERTY OWNER OR HAS THE LEGAL AUTHORITY TO SIGN THIS FORM ON OWNER'S BEHALF AND APPLICANT AGREES TO INDEMNIFY AND HOLD PUTNAM COUNTY HARMLESS IN THE EVENT IT IS DETERMINED APPLICANT DOES NOT HAVE SUCH LEGAL AUTHORITY.

*SIGNATURE OF APPLICANT: [Signature] DATE: 10 August 2023

FOR OFFICE USE	
AMOUNT \$ <u>\$365.00</u>	CHECK NO. _____
CASH _____ CREDIT CARD <input checked="" type="checkbox"/>	RECEIPT# _____
DATE FILED: _____	BOC MEETING _____ DATE SIGNED: _____

* Plat Title has to be revised. 11-28-23
 Enclave at Waterfront
 Phase II Parcels 1-12
 (Phase I Parcels 13-18 previously platted)

RECEIVED NOV 28 2023

Plan 2023-01519



PUTNAM COUNTY PLANNING & DEVELOPMENT

117 Putnam Drive, Suite B ♦ Eatonton, GA 31024
Tel: 706-485-2776 ♦ 706-485-0552 fax ♦ www.putnamcountyga.us

REQUEST FOR FINAL PLAT SUBDIVISION INSPECTION

THE UNDERSIGNED HEREBY REQUESTS AN INSPECTION OF THE SUBDIVISION FOR FINAL PLAT APPROVAL.

APPLICANT: John Kostas
ADDRESS: 191 SAMMONS INDUSTRIAL EATONTON GA
PHONE: _____ CELL: _____

PROPERTY:
SUBDIVISION NAME: ENCLAVE AT WATERFRONT
LOCATION: 194 COLLIS MARINA P.D.
MAP 1046 PARCEL 015 NUMBER OF ACRES 3.18

SUPPORTING INFORMATION ATTACHED TO APPLICATION:

- _____ RED-LINED PRELIMINARY PLAT (1 COPIES) ✓ w/ R. K.
- _____ COPIES OF THE AS-BUILT FINAL PLAT (2 COPIES) ✓
- _____ CONSTRUCTION PLANS FOR ROADS AND UTILITIES STANLTON
- _____ COMPACTION REPORTS FORTIS

*APPLICANT HEREBY AFFIRMS THAT APPLICANT IS THE PROPERTY OWNER OR HAS THE LEGAL AUTHORITY TO SIGN THIS FORM ON OWNER'S BEHALF AND APPLICANT AGREES TO INDEMNIFY AND HOLD PUTNAM COUNTY HARMLESS IN THE EVENT IT IS DETERMINED APPLICANT DOES NOT HAVE SUCH LEGAL AUTHORITY.

*SIGNATURE OF APPLICANT: [Signature] DATE: 10/14/2023

FOR OFFICE USE

Land Disturbance *P&D	Date: <u>12-12-23</u>	Witnessed By: <u>[Signature]</u>
Sub-grade Proof-roll *PW	Date: <u>12/12/2023</u>	Witnessed By: <u>[Signature]</u>
Wearing Course Proof-roll *PW	Date: <u>12/12/2023</u>	Approved By: _____
Compaction Test Report *PW	Date: _____	Approved By: <u>A. Smith</u>
Final Stabilization *P&D	Date: <u>12-12-23</u>	Approved By: <u>A. Smith</u>
St. Signs/Lights Installation *PW	Date: <u>12-12-23</u>	Approved By: <u>[Signature]</u>
Fire Chief Approval	Date: <u>12-12-2023</u>	Approved By: _____

DATE FILED: 11/30/23 CASH _____ CHECK NO. _____

CREDIT CARD AMOUNT \$125.00 RECEIPT# _____

*P&D (Planning & Development)
*PW (Public Works)

RECEIVED NOV 28 2023 KW



Tri-County Electric Membership Corporation
310 W. Clinton St.
Gray, GA 31032
(478) 986-8100
1-866-254-8100
fax (478) 986-4733
www.tri-countyemc.com

A member owned cooperative since 1939

December 13, 2023

Putnam County Planning and Zoning
117 Putnam Dr
Eatonton, GA 31024

RE: *Enclave at Waterfront*

Ms. Jackson,

The purpose of this letter is to document the delayed installation of 3 lights for the Enclave at Waterfront. Tri-County EMC is actively pursuing purchasing options for said lights. Tri-County has reached out to 2 vendors for availability. Once we receive information from the vendors, Tri-County will place an order for lights and poles.

Please find this letter as a binding agreement from Tri-County EMC that the 3 lights will be installed as soon as they are delivered and allow the final plat approval for Enclave at Waterfront.

Please let me know if you have any questions or concerns.

Regards,


Justin Strickland
Tri-County EMC

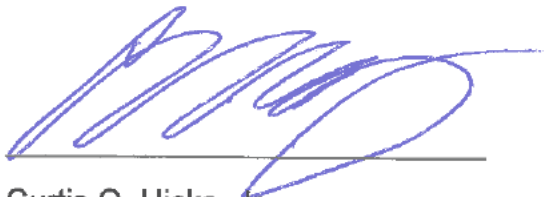
Arrow Oconee Waterfront, LLC
350 Research Court
Suite 100
Norcross, GA 30092
(404) 867-8279

September 11, 2023

Putnam County
Planning and Development Board

Re: Enclave at Waterfront

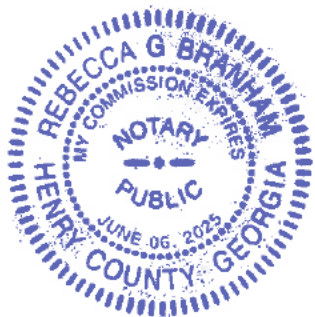
Please let this serve as our affidavit that the roads are currently designated as private and will remain as private.



Curtis O. Hicks, Jr.
President
Arrow Oconee Waterfront, LLC



Notary



RECEIVED NOV 28 2023 *ate*



PUTNAM COUNTY PLANNING & DEVELOPMENT

117 Putnam Drive, Suite B ♦ Eatonton, GA 31024

Tel: 706-485-2776 ♦ 706-485-0552 fax ♦ www.putnamcountyga.us

LETTER OF AGENCY- ENCLOSURE AT WATERFRONT

WE, THE UNDERSIGNED OWNERS OF REAL PROPERTY LOCATED IN THE CITY OF EATONTON/PUTNAM COUNTY, GEORGIA, HEREBY APPOINT JOHN HOYTAS TO BE MY/OUR AGENT FOR THE PURPOSE OF APPLYING FOR FINAL PLAT OF PROPERTY DESCRIBED AS MAP 104 B PARCEL 015, CONSISTING OF 3.18 ACRES, WHICH HAS THE FOLLOWING ADDRESS: 144 COLLIS MARSH RD. EATONTON, GEORGIA 31024. ATTACHED HERETO IS A COPY OF A DEED AND OR PLAT OF SURVEY DESCRIBING THE PROPERTY OWNED BY THE PROPERTY OWNER(S) TO WHICH THIS LETTER OF AGENCY APPLIES.

THE ABOVE-NAMED AGENT HEREBY IS AUTHORIZED TO COMPLETE AND SIGN THE CITY OF EATONTON/PUTNAM COUNTY APPLICATION FOR FINAL PLAT ON OUR BEHALF. WE UNDERSTAND THAT THIS LETTER OF AGENCY WILL BE ATTACHED TO AND MADE PART OF SAID FORM AND WILL BE RELIED UPON BY THE CITY OF EATONTON/PUTNAM COUNTY. FOR AND IN CONSIDERATION OF THE CITY OF EATONTON/PUTNAM COUNTY ACCEPTING THIS LETTER OF AGENCY, WE HEREBY INDEMNIFY AND HOLD HARMLESS THE CITY OF EATONTON/PUTNAM COUNTY AND ITS AGENTS AND/OR EMPLOYEES IN THE EVENT THAT THE ABOVE NAMED AGENT SHOULD MISUSE THIS LETTER OF AGENCY AND WE SUFFER DAMAGES AS A RESULT.

THIS 10th DAY OF August, 20 23

PROPERTY OWNER(S): ARROW COUNTEE WATERFRONT LLC
NAME (Neatly PRINTED)

ADDRESS: 350 Research Court, Suite 100, Norcross, GA 30092
PHONE: [REDACTED]

ALL SIGNATURES WERE HEREBY SWORN TO AND SUBSCRIBED BEFORE ME THIS 10th DAY OF August, 20 23

NOTARY Rebecca A Branham

MY COMMISSION EXPIRES: June 6, 2025



(SEAL)

RECEIVED NOV 28 2023

This block reserved for the Clerk of the Superior Court.

Owner / Developer:
Arrow Oconee Waterfront, LLC
350 Research Court
Suite 100
Norcross, Georgia 30092
Phone: (706) 206-5030

Development Summary:
Zoning status: RM-3 (Multi-Family Residential)
Townhomes: 18 units total
Total site density: 5.66 units/acre
Max. allowable density: 8 Units/acre
Phase I: Parcels 13-18
Phase II: Parcels 1-12
Total site area: 3.18 acres
Parcels 1-18 total area: 1.06 (46,063 SF.)
Roadway area: 0.43 acres (back of curb to back of curb)
Common Area: 1.70 acres (total site area excluding parcels 1-18 & roadway area)
Max. building height: 3 stories
Min. heated floor area: 1000 SF.

Open Space Summary:
Lot coverage (includes bld.): 33% (46,063 SF.)
Max. allowable coverage: 35% (54,000 SF.)

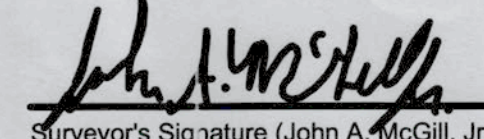
Setback Summary:
40' minimum building setback from Lake Oconee Shoreline
10' minimum building setback from all property lines

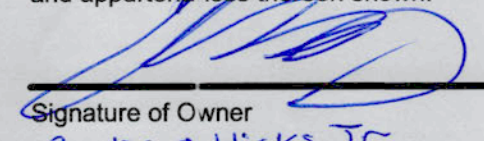
Parking Summary:
Resident parking spaces (4 spaces/unit): 72 spaces
Guest parking: 5 spaces
Total parking: 77 spaces
Resident parking required (2 spaces/unit): 36 spaces

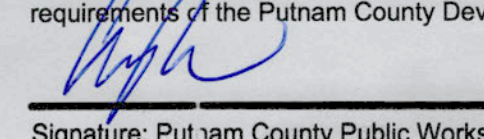
Roadways:
Roadways are private.

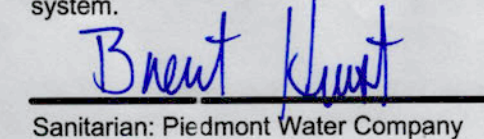
Utility Providers:
Power: Tri County EMC
Water: Piedmont Water Company
Sewer: Piedmont Water Company

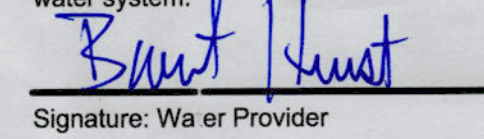
General Notes:
1. This property may contain wetlands. All wetlands are under the jurisdiction of the U.S. Army Corps of Engineers and/or the State of Georgia Department of Natural Resources. Property owners are subject to penalty by law for disturbance to these protected areas without the proper permit application and approval.
2. A 25-foot undisturbed buffer is established by the State of Georgia from the top of creek banks on both sides of creeks for erosion control purposes.
3. Vegetation and shorelines are not considered by the Surveyor to be an encroachment.
4. Proposed use for lots described on this plat is RM-3 (Multi-Family Residential).
5. All utilities may not be shown.
6. All improvements may not be shown.
7. This plat is subject to all easements, rights-of-way, and protective covenants of record.
8. Bearing datum is Georgia Grid-West Zone (NAD83) as taken from plats of reference.
9. All stated distances are "horizontal" distances.
10. All stated distances are "ground" distances.
11. This map or plat is not based on a title abstract. Subject and adjacent property Owners' deed and plat references were taken from public records and are not guaranteed as to accuracy or completeness.
12. Easements or rights-of-way may exist which are not shown hereon and may be recorded or unrecorded.
13. There shall be a minimum 20' separation between all buildings.
14. This map or plat has been calculated for closure and is found to be accurate within 1 FOOT in 24,982 FEET.
15. The field data upon which this plat or map is based has a closure precision of 1 FOOT in 22,114 FEET, and angular error of 4 SECONDS per angle point and was adjusted using the Compass Rule. Angles were turned by a Leica TS12 and distances were measured with a Leica TS12.
16. The certification, as shown hereon, is purely a statement of professional opinion based on knowledge, information and belief, and based on existing field evidence and documentary evidence available. The certification is not an expressed or implied warranty or guarantee. This survey complies with both the rules of the Georgia Board of Registration for Professional Engineers and Land Surveyors and the Official Code of Georgia Annotated (O.C.G.A.) 15-6-67 as amended by HB1004 (2016), in that where a conflict exists between those two sets of specifications, the requirements of law prevail.

Final Surveyor's Certificate:
It is hereby certified that this plat is true and correct as to the property lines and all improvements shown thereon, and was prepared from an actual survey of the property made by me or under my supervision; that all monuments shown hereon actually exist, and their location, size, type, and material are correctly shown. The field data upon which this plat is based has a closure precision of one foot in 24,982 feet and an angular error of 4 seconds per angle point, and was adjusted using the Least Squares Rule. This plat has been calculated for closure and is found to be accurate within one foot in 24,940 feet, and contains a total of 3.81 acres or 366,542 square feet. The equipment used to obtain the linear and angular measurements herein was a Leica TS12 Robotic Total Station.

Surveyor's Signature (John A. McGill, Jr.) Date: 09/09/2023

Owner's Acknowledgement and Declaration:
State of Georgia, Putnam County
The owner of the land shown on this plat and whose name is subscribed thereto, in person or through a duly authorized agent, acknowledges that this plat was made from an actual survey, and dedicates by this Acknowledgement and Declaration to the use of the public forever all streets, sewer collection stations, drains, easements, and other public facilities and appurtenances thereon shown.

Signature of Owner Date: 9/11/2023
Curtis O. Hicks Jr.
Arrow Oconee Waterfront, LLC
Printed name of Owner

Public Works Department Approval:
Infrastructure Certification
I hereby certify that the new road construction depicted hereon meets the requirements of the Putnam County Development Regulations.

Signature: Putnam County Public Works Director Date: 9/12/2023

Private Sewer Service:
I hereby certify that all proposed lots of this subdivision meet the requirements of Piedmont Water Resources and Georgia Department of Natural Resources - Environmental Protection Division for a gravity sewer system.

Sanitarian: Piedmont Water Company Date: 10/24/23

Water Certification:
I hereby certify that all proposed lots of this subdivision meet the requirements of Piedmont Water Resources and Georgia Department of Natural Resources - Environmental Protection Division for installation of water system.

Signature: Water Provider Date: 10/24/23

Final plat Approval:
The Director of the Planning and Development Department or designee certifies that this plat complies with the Putnam County Development Regulations.
Signature: Director, Planning and Development Dept. Date

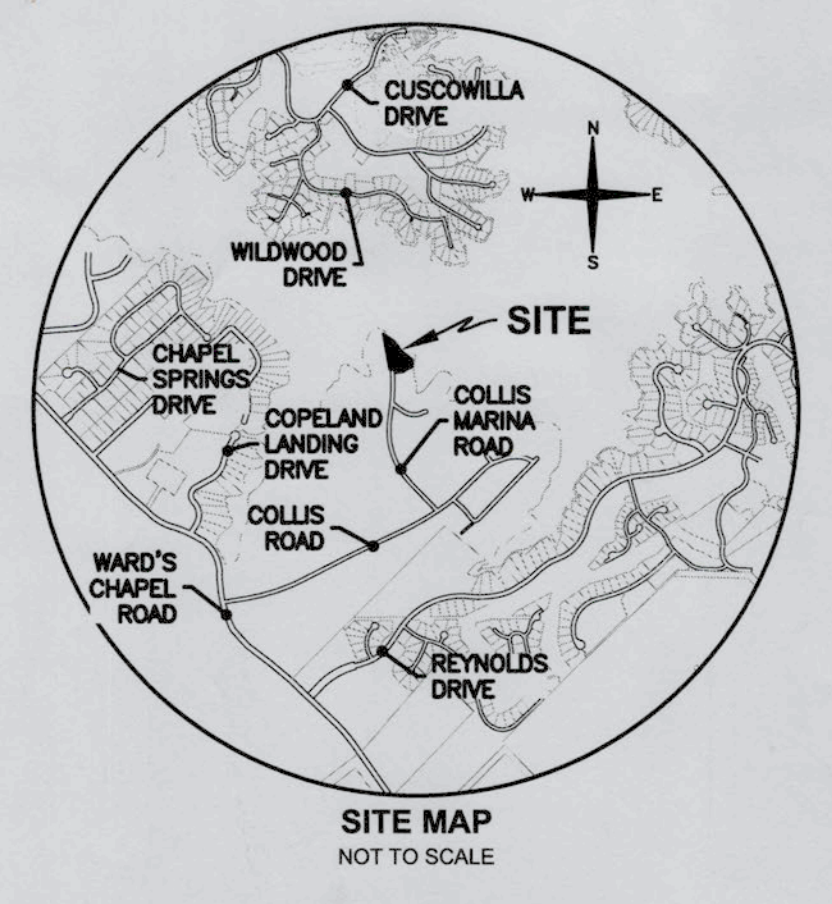
Board of Commissioners:
The Putnam County of Commissioners hereby accepts this final plat.
Signature: Chairman, Board of Commissioners Date
AND
Signature: County Clerk Date

Symbols Legend

— S.F.H.A. —	— SPECIAL FLOOD HAZARD AREA	⊙	— STORM DRAIN DROP INLET	①	— CONCRETE HEADWALL
---	— PROPERTY LINE (SUBJECT PARCEL)	⊙	— STORM DRAIN JUNCTION BOX	②	— BOULDER WALL
---	— PROPERTY LINE (ADJACENT PARCEL)	⊙	— YARD INLET	③	— STEP(S)
⊙	— YARD LIGHT	CMP	— CORRUGATED METAL PIPE	④	— STONE PRIVACY WALL
⊙	— POWER OUTLET	CRN	— CROWN ELEVATION	⑤	— BUILDING CANTILEVER (2nd or 3rd LEVEL)
⊙	— HVAC UNIT	D.I.	— DROP INLET	⑥	— CONCRETE
⊙	— ELECTRICAL JUNCTION BOX	DIP	— DUCTILE IRON PIPE	⑦	— MAIN LEVEL OUTSIDE FACE OF BUILDING
⊙	— ELECTRICAL PANEL BOX	DWCB	— DOUBLE WING CATCH BASIN	⑧	— GARAGE ENTRY ROOF OVERHANG
⊙	— TRANSFORMER	FES	— FLARED END SECTION	⑨	— COVERED BALCONY (2nd AND/OR 3rd LEVEL)
⊙	— ELECTRICAL CONTROL PANEL	HDPE	— HIGH DENSITY POLYETHYLENE PIPE	⑩	— CENTER OF PARTY WALL
⊙	— BURIED UTILITY VAULT	HW	— HEADWALL	⑪	— RETAINING WALL
⊙	— UTILITY BOX	INV	— INVERT ELEVATION	⑫	— BOULDERS
⊙	— POWER METER	J.B.	— JUNCTION BOX	⑬	— STONE FIRE PIT
⊙	— STUB OUT	PVC	— POLYVINYL CHLORIDE PIPE	⑭	— STONE WALK
⊙	— ELECTRICAL STUB OUT	RCP	— REINFORCED CONCRETE PIPE	⑮	— BRICK PAVERS
⊙	— PHONE PEDESTAL	SES	— SAFETY END SECTION	⑯	— BOARDWALK
⊙	— PHONE MANHOLE	SWCB	— SINGLE WING CATCH BASIN	⑰	— 24" CONCRETE CURB & GUTTER (ROLL BACK TYPE)
⊙	— TELEPHONE	⊙	— PARKING BOLLARD	⑱	— CONCRETE PATIO
⊙	— AT&T BOX	⊙	— SIGN	⑳	— COVERED ENTRY
⊙	— TELECOMMUNICATIONS PEDESTAL	⊙	— BURIED FIBER OPTIC CABLE MARKER SIGN		
⊙	— FIBER OPTIC CABLE PEDESTAL	⊙	— MAIL BOX		
⊙	— CABLE TV PEDESTAL	⊙	— FLAG POLE		
⊙	— CABLE TV POWER BOX	APPROX.	— APPROXIMATE		
⊙	— SATELLITE DISH	b.l.	— BOTTOM LEVEL		
⊙	— BROADBAND BURIED VAULT	BLD.	— BUILDING		
⊙	— BROADBAND PEDESTAL	C/L	— CENTERLINE		
⊙	— FIRE HYDRANT	CONC.	— CONCRETE		
⊙	— WATER METER BOX	D.B.	— DEED BOOK		
⊙	— WATER METER	ESMT	— EASEMENT		
⊙	— WATER VALVE	E.O.P.	— EDGE OF PAVING		
⊙	— WATER LINE BLOW OFF VALVE	LDSCP	— LANDSCAPE		
⊙	— VALVE BOX	m.b.l.	— MINIMUM BLD. LINE		
⊙	— VALVE MARKER	m.l.	— MAIN LEVEL		
⊙	— WELL	P/L	— PROPERTY LINE		
⊙	— UTILITY MANHOLE	P.B.	— PLAT BOOK		
⊙	— IRRIGATION PUMP	P.C.	— PLAT CABINET		
⊙	— PUMP	P.O.B.	— POINT OF BEGINNING		
⊙	— IRRIGATION BOX	P.O.C.	— POINT OF COMMENCEMENT		
⊙	— POOL EQUIPMENT	P.O.R.	— POINT OF REFERENCE		
⊙	— WATER SPIGOT	R/W	— RIGHT OF WAY LINE		
⊙	— SEPTIC TANK (APPROX.)	RET.	— RETAINING		
⊙	— SANITARY SEWER MANHOLE	SL	— SLIDE		
⊙	— MANHOLE	T.D.	— TOTAL DISTANCE		
⊙	— SEPTIC PUMP	T.P.N.	— TAX PARCEL NUMBER		
⊙	— SANITARY SEWER FORCE MAIN MANHOLE	x	— EASEMENT CORNER		
⊙	— SANITARY SEWER BOX	⊙	— CALCULATED POINT		
⊙	— SANITARY SEWER CLEANOUT	▲	— 1/2" REBAR SET		
⊙	— SANITARY SEWER MANHOLE	●	— 1/2" REBAR FOUND		
⊙	— GAS METER	■	— 3/8" REBAR FOUND		
⊙	— GAS VALVE				
⊙	— PROPANE TANK (APPROX.)				

Property Ownership Table

Development	Designation	Tax Parcel Number	Deed Reference	Plat Reference	Zoning Status	Owner
The Enclave	Building 1 Unit 1	104B015002001	D.B. 1067, pp. 527-528	P.B. 35, p. 290	RM-3	Chad Michael Hunter, individually as Trustee of the Chad Michael Hunter Family Trust
The Enclave	Building 1 Unit 2	104B015002002	D.B. 1068, pp. 658-659	P.B. 35, p. 122 P.B. 35, p. 290	RM-3	Richard Renfro Taylor
The Enclave	Building 1 Unit 3	104B015002003	D.B. 1079, pp. 679-680	P.B. 35, p. 290	RM-3	Wesley D. Hunter
The Enclave	Building 2 Unit 4	104B015002004	D.B. 1056, pp. 428-430	P.B. 35, p. 290	RM-3	Scott Alan Lingner & Christine Ellen Lingner, Trustees of the Scott Alan Lingner & Christine Ellen Lingner Revocable Trust
The Enclave	Building 2 Unit 5	104B015002005	D.B. 1041, pp. 632-633	P.B. 35, p. 290	RM-3	Kelley Baron & Joshua Baron
The Enclave	Building 2 Unit 6	104B015002006	D.B. 1041, pp. 331-332	P.B. 35, p. 122 P.B. 35, p. 290	RM-3	William L. Bazemore & Katherine L. Bazemore
The Enclave	Building 2 Unit 7	104B015002007	D.B. 1050, pp. 292-293	P.B. 36, p. 44	RM-3	Bari Love as Trustee for the Bari Love Irrevocable Trust
The Enclave	Building 2 Unit 8	104B015002008	D.B. 1043, pp. 577-578	P.B. 35, p. 290	RM-3	Mark W. Wazewich & Jodi Wazewich
The Enclave	Building 3 Unit 9	104B015002009	D.B. 1004, pp. 384-385	P.B. 36, p. 44	RM-3	Raymond Salazar, Jr.
The Enclave	Building 3 Unit 10	104B015002010	D.B. 1002, pp. 583-584	P.B. 36, p. 44	RM-3	Geoffrey Altizer-Bieger & Jon Altizer-Bieger
The Enclave	Building 3 Unit 11	104B015002011	D.B. 1002, p. 627	P.B. 36, p. 44	RM-3	Thomas Frederick Miller, II & Ashley Williams Miller
The Enclave	Building 3 Unit 12	104B015002012	D.B. 1002, p. 629	P.B. 36, p. 44	RM-3	Mouzhah V. Mangum, Akwanza P. Mangum, Slavash Vojdani & Cara H. Vojdani
The Enclave	Building 4 Unit 13	104B015002013	D.B. 980, p. 125	P.B. 36, p. 44	RM-3	Antonio Ramirez & Brenda Ramirez
The Enclave	Building 4 Unit 14	104B015002014	D.B. 980, pp. 383-384	P.B. 36, p. 44	RM-3	Michelle Kovitch
The Enclave	Building 4 Unit 15	104B015002015	D.B. 1024, pp. 590-591	P.B. 36, p. 44	RM-3	Kerry C. Campbell & Suzanne C. Campbell
The Enclave	Building 4 Unit 16	104B015002016	D.B. 1041, pp. 118-119	P.B. 36, p. 44	RM-3	Deborah L. Johnson
The Enclave	Building 4 Unit 17	104B015002017	D.B. 987, p. 292	P.B. 36, p. 44	RM-3	Gregory J. Capinski & Debra A. Christie
The Enclave	Building 4 Unit 18	104B015002018	D.B. 932, p. 294-295	P.B. 36, p. 44	RM-3	Martin J. Rueter & Tori Deann Rueter, Co-Trustees of the Rueter Family Trust



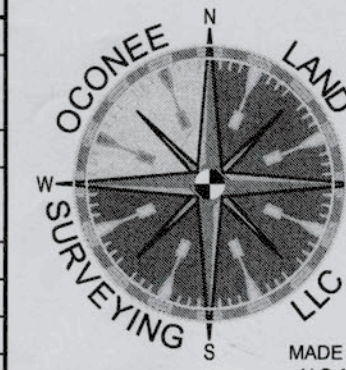
Flood Zone Information:
A portion of the property described on this survey lies within the 100-year Federally designated Special Flood Hazard Area (SFHA) according to the following:
• Putnam County Flood Insurance Rate Map No. 13237C0075C, Panel 75 of 275, Community: Putnam County, Community No. 130540, Panel No. 0075, Suffix "C", Effective Date: September 28th, 2008.
Note: A field run survey was not performed to determine the flood zone designation listed above. The determination was made from scaled map information and graphic plotting only.

Surveyor's Certification:
As required by subsection (d) of O.C.G.A. Section 15-6-67, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidenced by approval certificates, signatures, stamps or statements hereon. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned Land Surveyor certifies that this plat complies with the Minimum Technical Standards for Property Surveys in Georgia as set forth in the Rules and Regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

John A. McGill, Jr.
GA RLS No. 2858
09-06-2023
Date

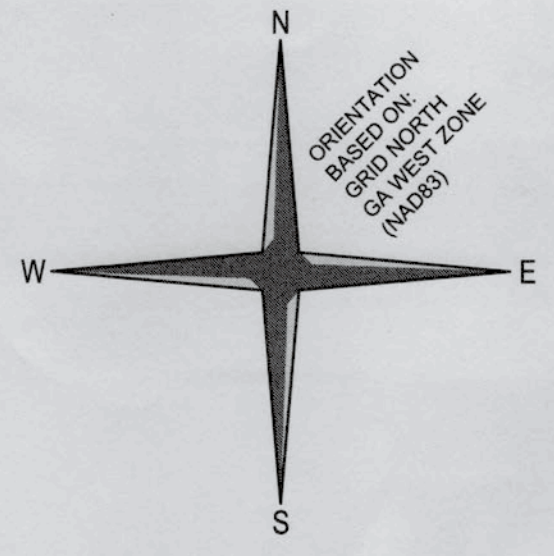

FINAL TOWNHOME PLAT FOR:
Enclave at Waterfront
Phase II: Parcels 1-12
& (Phase I: Parcels 13-18, Previously Platted)
Land Lot 337 - Land District 3
308th Georgia Militia District
Putnam County, Georgia

No.	DATE	DESCRIPTION
1	07/19/2022	LAST DAY OF FIELDWORK
2	08/28/2022	PREPARE FINAL PLAT
3	02/09/2023	PARCEL TIES LAKE SIDE M.B.L.
4	09/08/2023	TITLE BLOCK

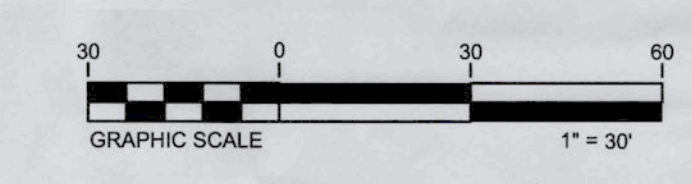

P.O. Box 1330
Greensboro, GA, 30642
Phone: 706-817-0579
Email: ojsjmcgill@gmail.com
DRAWN BY: J.A.M.
C.O.A. No: LSF001255
PROJECT No.: 20-0759FP1
SHEET No. 1 OF 10

This block reserved for the Clerk of the Superior Court.

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	N 10°14'04" W	104.00	L66	N 85°20'10" W	21.11
L2	N 79°45'56" E	31.35	L67	N 08°44'57" W	17.81
L3	N 79°45'56" E	4.85	L68	N 08°44'57" W	45.62
L4	S 10°14'04" E	11.00	L69	S 80°36'21" W	56.42
L5	N 79°45'56" E	22.35	L70	N 10°14'04" W	20.00
L6	N 79°45'56" E	5.85	L71	N 80°36'21" E	13.79
L7	S 10°14'04" E	11.00	L72	N 09°19'28" W	251.84
L8	N 08°44'57" W	63.44	L73	N 13°11'24" W	49.96
L9	N 79°45'56" E	24.00	L74	S 81°51'35" W	15.22
L10	S 10°14'04" E	82.00	L75	N 10°14'04" W	20.01
L11	N 10°14'04" W	93.00	L76	N 81°51'35" E	26.95
L12	N 79°45'56" E	29.85	L77	N 80°56'12" E	36.54
L13	N 79°45'56" E	27.00	L78	S 09°52'27" E	9.33
L14	S 79°45'56" W	31.35	L79	N 80°04'18" E	28.42
L15	N 80°00'31" E	81.92	L80	N 08°26'33" W	8.90
L16	S 09°59'29" E	31.75	L81	N 80°56'19" E	9.20
L17	S 09°59'29" E	27.00	L82	S 09°33'41" E	20.00
L18	S 09°59'29" E	27.00	L83	S 80°56'19" W	64.73
L19	S 09°59'29" E	27.00	L84	S 08°35'31" E	12.59
L20	S 09°59'29" E	27.00	L85	S 13°11'24" W	36.11
L21	S 80°00'31" W	81.92	L86	N 09°19'27" E	259.99
L22	N 09°59'29" W	31.75	L87	N 80°36'21" E	43.15
L23	N 09°59'29" W	27.00	L88	N 08°44'57" E	67.87
L24	N 09°59'29" W	27.00	L89	N 85°20'10" E	117.22
L25	N 09°59'29" W	27.00	L90	N 59°55'45" E	107.01
L26	N 09°59'29" W	31.75	L91	S 24°40'35" E	20.04
L27	N 09°59'29" W	31.75	L92	S 68°53'53" W	140.95
L28	N 80°00'31" E	81.92	L93	S 72°04'25" W	8.60
L29	N 80°00'31" E	81.92	L94	S 50°09'54" E	9.31
L30	N 80°00'31" E	81.92	L95	S 56°11'38" W	0.80
L31	N 79°43'07" E	83.00	L96	S 27°10'08" W	26.01
L32	N 79°43'07" E	83.00	L97	N 50°09'54" W	0.85
L33	N 79°43'07" E	83.00	L98	N 00°19'33" W	56.58
L34	N 79°43'07" E	83.00	L99	N 72°04'25" W	132.52
L35	S 10°12'35" E	31.81	L100	N 72°04'25" W	8.60
L36	S 10°12'35" E	27.00	L101	N 10°18'04" W	15.78
L37	S 10°12'35" E	27.00	L102	N 10°18'04" W	243.08
L38	S 10°12'35" E	31.19	L103	N 36°53'51" W	39.55
L39	S 79°43'07" W	83.00	L104	N 53°06'09" E	20.00
L40	S 10°12'35" W	31.19	L105	S 36°53'51" E	44.28
L41	N 10°12'35" W	27.00	L106	S 10°18'04" E	251.62
L42	N 10°12'35" W	27.00	L107	S 72°04'25" E	132.22
L43	N 10°12'35" W	31.81	L108	N 68°53'53" E	143.70
L44	S 68°00'09" W	32.00	L109	N 89°17'00" W	20.24
L45	S 68°00'09" W	27.00	L110	N 08°08'04" W	63.24
L46	S 68°00'09" W	27.00	L111	N 79°50'36" E	20.26
L47	S 68°00'09" W	27.00	L112	N 09°27'46" W	4.28
L48	S 68°00'09" W	27.00	L113	N 78°32'57" E	24.14
L49	S 72°41'47" W	32.11	L114	S 78°32'57" W	32.83
L50	N 21°59'51" W	86.87	L115	N 08°08'04" E	51.30
L51	N 88°00'09" E	27.00	L116	N 89°17'00" W	23.75
L52	N 88°00'09" E	27.00	L117	N 89°17'00" W	31.83
L53	N 88°00'09" E	27.00	L118	N 89°17'00" W	4.08
L54	N 88°00'09" E	27.00	L119	S 70°27'59" E	20.24
L55	N 88°00'09" E	27.00	L120	S 21°32'15" W	24.01
L56	N 88°00'09" E	27.00	L121	S 21°38'10" E	15.18
L57	N 21°59'51" E	94.50	L122	S 76°24'22" E	29.80
L58	N 21°59'51" E	94.50	L123	S 44°13'36" E	10.54
L59	N 21°59'51" E	94.50	L124	S 21°38'10" E	27.10
L60	N 21°59'51" E	94.50	L125	N 03°10'48" E	29.80
L61	N 21°59'51" E	94.50	L126	N 43°22'15" E	19.47
L62	N 21°59'51" E	94.50	L127	N 30°10'11" E	17.02
L63	S 30°04'15" E	20.00	L128	N 23°00'09" E	7.07
L64	S 59°55'45" W	113.27	L129	N 05°45'18" W	468.63
L65	N 85°20'10" W	116.16	L130	N 01°35'46" E	454.86
			L131	N 16°06'21" E	344.58
			L132	N 20°41'34" E	297.04
			L133	N 27°37'37" E	248.33
			L134	N 29°31'24" E	241.74
			L135	N 40°21'12" E	200.07
			L136	S 35°45'28" W	169.19
			L137	S 56°00'42" W	211.42
			L138	S 58°26'34" W	264.48
			L139	S 60°03'34" W	317.85



• See sheet 1 for ownership table.



Surveyor's Certification:
 As required by subsection (d) of O.C.G.A. Section 15-6-67, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidenced by approval certificates, signatures, stamps or statements hereon. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned Land Surveyor certifies that this plat complies with the Minimum Technical Standards for Property Surveys in Georgia as set forth in the Rules and Regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

John A. McGill, Jr.
 John A. McGill, Jr.
 No. 2858
 GA RLS No. 2858
 09-06-2023
 Date

FINAL TOWNHOME PLAT FOR:
Enclave at Waterfront
 Phase II: Parcels 1-12
 & (Phase I: Parcels 13-18,
 Previously Platted)
 Land Lot 337 - Land District 3
 308th Georgia Militia District
 Putnam County, Georgia

Timeline/Revisions		
No.	DATE	DESCRIPTION
1	07/19/2023	a. LAST DAY OF FIELDWORK
2	08/28/2023	b. PREPARE FINAL PLAT
3	02/09/2023	b. PARCEL TIES & LAKE SIDE M.B.L.
4	06/06/2023	c. TITLE BLOCK

P.O. Box 1330
 Greensboro, GA 30642
 Phone: 706-817-0679
 Email: olajmcgill@gmail.com

MADE IN U.S.A.

DRAWN BY: J.A.M.
 C.O.A. No: LSF001255

PROJECT No.: 20-0759FP1
 SHEET No. 2 OF 10

Geodetic control point
 (1/2" Rebar found)
 • Point of Reference
 • Point of Commencement
 Grid North GA West
 Zone - (NAD83)
 Northing: 1,237,318.49'
 Easting: 2,575,745.52'
 Latitude: 33°2'50.58"
 Longitude: 83°11'07.10"

Parcel A
 T.P.N.: 104B014
 Michael Jeremy Hobbs
 D.B. 990, p. 787-789
 P.B. 10, p. 180

Parcel B
 T.P.N.: 104B013
 Lynda D. Wright
 & Wallace G. Wright
 D.B. 931, p. 139
 P.B. 10, p. 130

Lot E
 Collis Subdivision
 T.P.N.: 104B011
 Cottage Cove at
 Lake Oconee, LLC
 D.B. 1079, pp. 615-616
 P.B. 29, p. 213A

Lake Oconee Marina LLC
 T.P.N.: 104B015001
 D.B. 863, pp. 376-380

File Attachments for Item:

11. Repeal of HB 300 (staff-CM)

Georgia General Assembly

66 25

2011-2012 Regular Session - HB 300 Putnam County; compensation of board members; provide

Sponsored By

(1) Channell, Mickey 116th (2) Kidd, E. Culver "Rusty" 141st (3) Hudson, Sistie 124th

Committees

HC: Intragovernmental Coordination SC: State and Local Governmental Operations

First Reader Summary

A BILL to be entitled an Act to amend an Act creating the Board of Commissioners of Putnam County, approved September 8, 1879 (Ga. L. 1879, p. 334), as amended, particularly by an Act approved February 13, 1957 (Ga. L. 1957, p. 2130), an Act approved April 11, 1979 (Ga. L. 1979, p. 3496), an Act approved March 30, 1987 (Ga. L. 1987, p. 4819), an Act approved March 30, 1993 (Ga. L. 1993, p. 4410), and an Act approved April 1, 1996 (Ga. L. 1996, p. 3804), so as to provide for certain compensation of the members of the board; to provide for related matters; to repeal conflicting laws; and for other purposes.


Status History

Apr/20/2011 - Effective Date
Apr/20/2011 - Act 16
Apr/20/2011 - House Date Signed by Governor
Apr/19/2011 - House Sent to Governor
Mar/02/2011 - Senate Passed/Adopted
Mar/02/2011 - Senate Committee Favorably Reported
Feb/28/2011 - Senate Read and Referred
Feb/24/2011 - House Passed/Adopted
Feb/24/2011 - House Third Readers
Feb/24/2011 - House Committee Favorably Reported
Feb/23/2011 - House Second Readers
Feb/22/2011 - House First Readers
Feb/17/2011 - House Hopper

Votes

Mar/02/2011 - Senate Vote #55	Yea(45)	Nay(0)	NV(7)	Exc(4)
Feb/24/2011 - House Vote #56	Yea(156)	Nay(0)	NV(17)	Exc(7)

Versions

 HB 300/AP*
 LC 28 5387/a

House Bill 300 (AS PASSED HOUSE AND SENATE)

By: Representatives Channell of the 116th, Kidd of the 141st, and Hudson of the 124th

A BILL TO BE ENTITLED
AN ACT

1 To amend an Act creating the Board of Commissioners of Putnam County, approved
2 September 8, 1879 (Ga. L. 1879, p. 334), as amended, particularly by an Act approved
3 February 13, 1957 (Ga. L. 1957, p. 2130), an Act approved April 11, 1979 (Ga. L. 1979,
4 p. 3496), an Act approved March 30, 1987 (Ga. L. 1987, p. 4819), an Act approved
5 March 30, 1993 (Ga. L. 1993, p. 4410), and an Act approved April 1, 1996 (Ga. L. 1996,
6 p. 3804), so as to provide for certain compensation of the members of the board; to provide
7 for related matters; to repeal conflicting laws; and for other purposes.

8 BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:

9 SECTION 1.

10 An Act creating the Board of Commissioners of Putnam County, approved
11 September 8, 1879 (Ga. L. 1879, p. 334), as amended, particularly by an Act approved
12 February 13, 1957 (Ga. L. 1957, p. 2130), an Act approved April 11, 1979 (Ga. L. 1979,
13 p. 3496), an Act approved March 30, 1987 (Ga. L. 1987, p. 4819), an Act approved
14 March 30, 1993 (Ga. L. 1993, p. 4410), and an Act approved April 1, 1996 (Ga. L. 1996,
15 p. 3804), is amended by revising the first unnumbered paragraph of the 1957 amendatory
16 Act, as amended, as follows:

17 "Be it further enacted by the authority aforesaid that the chairperson of the Board of
18 Commissioners of Putnam County shall receive a salary of \$750.00 per month. The other
19 members of said board shall receive a salary of \$650.00 per month. They shall receive no
20 other compensation or per diem, except that the chairperson and members of said board
21 shall receive \$50.00 per diem subsistence for each day each is required by the duties of his
22 or her office to be out of Putnam County on official business for the county by approval
23 of a majority of the members of said board and shall receive \$100.00 per month local
24 mileage allowance; and in addition thereto, each member furnishing transportation out of
25 the county on such official business shall receive the current mileage rate paid by the state
26 or federal government per mile traveled. The salaries and compensation shall be in lieu of

27 any other salary, per diem, or compensation except for those health, retirement, and
28 deferred compensation benefits currently in place and being paid to the commissioners and
29 those salary adjustments authorized by Code Section 36-5-27 of the O.C.G.A. (Training),
30 Code Section 36-5-28 of the O.C.G.A. (COLA), and Code Section 36-5-29 of the O.C.G.A.
31 (Longevity). Any loss of compensation or benefits to the members of the board of
32 commissioners as the result of a temporary discontinuance of said compensation or benefits
33 for any reason shall be paid retroactively on the first day of the second month following
34 passage of this Act."

35 **SECTION 2.**

36 All laws and parts of laws in conflict with this Act are repealed.

File Attachments for Item:

12. Approval of 2024 LMIG Project List (staff-CM)



DISTRICT ONE:
GARY McELHENNEY

DISTRICT TWO:
DANIEL W. BROWN

CHAIRMAN:
B.W. "BILL" SHARP

DISTRICT THREE:
STEPHEN HERSEY

DISTRICT FOUR:
JEFFREY G. WOOTEN, SR.

January 5, 2024

Georgia Department of Transportation
643 HWY 15 South
Tennille, GA 31089
ATTN: Matthew Sammons, District 1 State Aid Coordinator

RE: Putnam County – 2024 LMIG Submittal

Dear Mr. Sammons:

On behalf of the Board of Commissioners, please find attached the required documentation to support the FY 2024 LMIG submittal.

The 2024 LMIG funding will be applied towards patching, leveling, and resurfacing 20' foot wide asphalt roads: Beaver Road, Hoot Owl Lane, Little Circle, New Phoenix Road, and Long Shoals Avenue. The required 30% minimum local LMIG match is \$1,100,000.00.

The County appreciates your responsiveness and assistance over the years, and we look forward to the continued successful partnership with the Georgia Department of Transportation.

Sincerely,

B.W. "Bill" Sharp
Chairman

cc: Paul Van Haute, County Manager

Attachment: 2024 LMIG Application and Signature Page

**GEORGIA DEPARTMENT OF TRANSPORTATION LOCAL
MAINTENANCE & IMPROVEMENT GRANT (LMIG)
APPLICATION FOR FISCAL YEAR 20²⁴
TYPE OR PRINT LEGIBLY. ALL SECTIONS MUST BE COMPLETED.**

LOCAL GOVERNMENT INFORMATION

Date of Application: January 5, 2024

Name of local government: Putnam County Board of Commissioners

Address: 117 Putnam Drive, Suite A, Eatonton, GA 31024

Contact Person and Title: Paul Van Haute

Contact Person's Phone Number: 706-485-5826

Contact Person's Fax Number: 706-923-2345

Contact Person's Email: pvanhaute@putnamcountyga.us

Is the Priority List attached? **Yes**

LOCAL GOVERNMENT AFFIDAVIT AND CERTIFICATION

I, B.W. "Bill" Sharp (Name), the Chairman (Title), on behalf of Putnam County Board of Commissioners (Local Government), who being duly sworn do swear that the information given herein is true to the best of his/her knowledge and belief. Local Government swears and certifies that it has read and understands the LMIG General Guidelines and Rules and that it has complied with and will comply with the same.

Local government further swears and certifies that it has read and understands the regulations for the Georgia Planning Act of 1989 (O.C.G.A. § 45-12-200, et seq.), Service Delivery Strategy Act (O.C.G.A. § 36-70-20, et seq.), and the Local Government Budgets and Audits Act (O.C.G.A. 36-81-7 et seq.) and will comply in full with said provisions. Local government further swears and certifies that the roads or sections of roads described and shown on the local government's Project List are dedicated public roads and are part of the Public Road System in said county/city. Local government further swears and certifies that it complied with federal and/or state environmental protection laws and at the completion of the project(s), it met the match requirements as stated in the Transportation Investment ACT (TIA).

Further, the local government shall be responsible for any claim, damage, loss or expense that is attributable to negligent acts, errors, or omissions related to the designs, drawings, specifications, work and other services furnished by or on behalf of the local government pursuant to this Application ("Loss"). To the extent provided by law, the local government further agrees to hold harmless and indemnify the DEPARTMENT and the State of Georgia from all suits or claims that may arise from said Loss.

**GEORGIA DEPARTMENT OF TRANSPORTATION LOCAL
MAINTENANCE & IMPROVEMENT GRANT (LMIG)
APPLICATION FOR FISCAL YEAR 20²⁴**

LOCAL GOVERNMENT AFFIDAVIT AND CERTIFICATION

If the local government fails to comply with these General Guidelines and Rules, or fails to comply with its Application and Certification, or fails to cooperate with the auditor(s) or fails to maintain and retain sufficient records, the DEPARTMENT may, at its discretion, prohibit the local government from participating in the LMIG program in the future and may pursue any available legal remedy to obtain reimbursement of the LMIG funds. Furthermore, if in the estimation of the DEPARTMENT, a roadway or bridge shows evidence of failure(s) due to poor workmanship, the use of substandard materials, or the failure to follow the required design and construction guidelines as set forth herein, the Department may pursue any available legal remedy to obtain reimbursement of the allocated LMIG funds or prohibit local government from participating in the LMIG program until such time as corrections are made to address the deficiencies or reimbursement is made. All projects identified on the Project list shall be constructed in accordance with the Department's Standard Specifications of Transportation Systems (Current Edition), Supplemental Specifications (Current Edition), and Special Provisions.

Local Government:

49222
E-Verify Number

(Signature)

Sworn to and subscribed before me,

B.W. "Bill" Sharp (Print)

This 5th day of January, 20²⁴.

Mayor / Commission Chairperson

In the presence of:

January 5, 2024 (Date)

NOTARY PUBLIC

LOCAL GOVERNMENT SEAL:

My Commission Expires:

NOTARY SEAL:

GDOT LMIG APPLICATION CHECKLIST

1. Local Government **must include a cover letter** with their LMIG Application. The cover letter shall include the following:
 - a. Overview of type of project(s) being requested
 - b. Status of previous LMIG funding
 - c. Signature of Mayor or County Commission Chairperson
2. The LMIG Application Form shall include the following:
 - a. Signature of Mayor or County Commission Chairperson
 - b. County/City Seal (Required)
 - c. Notary signature and seal
3. Project List including a brief description of work to be done at each location.

File Attachments for Item:

13. Request for approval of installation of four FLOCK cameras in County ROW (staff-Public Works/PCSO)



**Putnam County Board of Commissioners
Agenda Item Request Form**

DATE OF MEETING REQUESTED: January 5th 2023

REQUEST BY: Anthony Frazier, Public Works

AGENDA ITEM: ROW permit for the installation of 4 FLOCK cameras

AGENDA ITEM TYPE:

- Presentation
- Discussion
- Action*
- Other (Please Specify) _____

*ACTION REQUESTED: Approve/Disapprove ROW for installation of
4 FLOCK cameras in County ROW

SUPPORTING DOCUMENTATION PROVIDED: Yes No

BUDGET/FUNDING INFORMATION: _____

FACTS AND/OR ISSUES: Working with the company currently regarding the
location of 2 of the cameras on the permit request as those appear
to be located within the GDOT ROW. We did not want to delay the
presentation of the permit while those issues were resolved.

File Attachments for Item:

14. Request for approval purchase material for two road resurfacing projects (staff-Public Works)



**Putnam County Board of Commissioners
Agenda Item Request Form**

DATE OF MEETING REQUESTED: January 5th

REQUEST BY: Anthony Frazier, Public Works

AGENDA ITEM: Lithified Technologies Materails approval for Scott Rd
and Sammons Prkwy road project

AGENDA ITEM TYPE:

Presentation

Discussion

Action*

Other (Please Specify) _____

*ACTION REQUESTED: Approve/Disapprove TSPLOST funding for
materials

SUPPORTING DOCUMENTATION PROVIDED: Yes

No

BUDGET/FUNDING INFORMATION: \$366,000 total material cost including delivery

FACTS AND/OR ISSUES: This is a request for approval of the material for
2 road resurfacing/rebuilding projects.



Lithified Technologies US, LLC

218 Camino La Tierra • Santa Fe, NM 87506 • Phone: 505-982-7444

Putnam County, GA
Phone: 706-485-5826
Cell: 706-485-5826 (Paul)

117 Putnam Drive
Eatonton, GA 31024

Job Address:
832 Harmony Rd to 148 Sammons Industrial Pkwy
Eatonton, GA 31024

Print Date: 12-21-2023

Proposal for GA 023-00101 SammonsPkwy, Eatonton GA

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 023-00101 Sammons Industrial Parkway

Desired Project Date: March 2024

of Installation/Mobilization Days: 2 days

Square yards: 10,356

Depth: 10 inches

Maximum Dry Density: 129.9 lbs/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	Qty/Unit	Price
Total LithTec™ Product Cost	Total LithTec™ Product Cost including blending.	155 Ton	\$152,675.00
Estimated Shipping Cost	Estimated shipping cost of LithTec™ product including packaging. Subject to variation of fuel surcharge amounts.	155 Ton	\$36,425.00

Total Cost: \$189,100.00

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.

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, GA
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.

Signature:

Date:

Print Name:



Lithified Technologies US, LLC

218 Camino La Tierra • Santa Fe, NM 87506 • Phone: 505-982-7444

Putnam County, GA
Phone: 706-485-5826
Cell: 706-485-5826 (Paul)

117 Putnam Drive
Eatonton, GA 31024

Job Address:
Scott Road
Eatonton, GA 31024

Print Date: 12-21-2023

Proposal for GA 023-00102 Scott Road Eatonton, GA

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 023-00102 Scott Rd
Desired Project Date: March 2024
of Installation/Mobilization Days: 2 days
Square yards: 11,687
Depth: 8 inches
Maximum Dry Density: 133.1 lbs/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	Qty/Unit	Price
Total LithTec™ Product Cost	Total LithTec™ Product Cost including blending.	145 Ton	\$142,825.00
Estimated Shipping Cost	Estimated shipping cost of LithTec™ product including packaging. Subject to variation of fuel surcharge amounts.	145 Ton	\$34,075.00

Total Cost: \$176,900.00

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.

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, GA
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.

Signature:

Date:

Print Name:

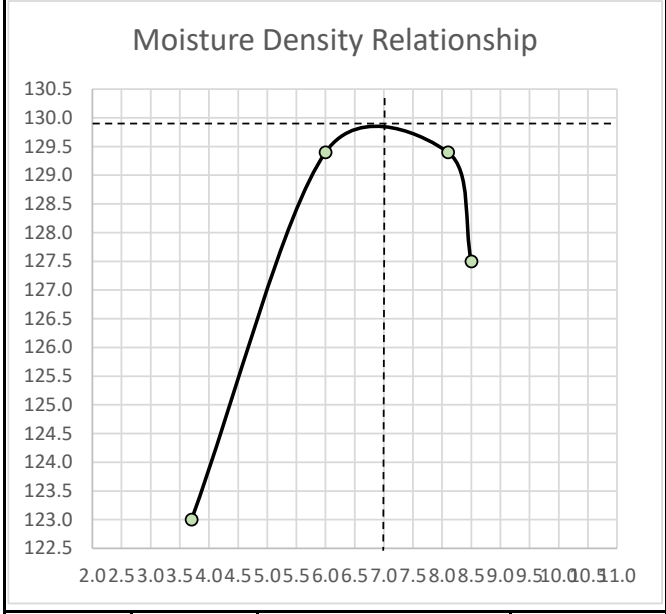


Client: Sammons Industrial
Attn: Paul Van Haute

Project Number: GA 023-00101
Install Date: TBD
Sample Location: S1,S2,S3,S4

Project Name:	Sammons Industrial Parkway
Lab Technician:	Carlos Roybal
Material Description:	Clayey AB & Asphalt
Asphalt Thickness:	2-3"
Material Source:	FDR

Date Sampled:	10/4/2023
Sampled By:	Lithtec™
Report Of:	Proctor & Strengths
Material Use Type:	Base
Date Tested:	10/18/2023



Sieve Analysis		
Sieve Size	Passing (%)	Retained (%)
1"	98	2.1
3/4"	96	8.6
1/2"	80	
No.4	55	50.4
No.10	38	
No.40	27	
No.200	16.0	

Atterberg Limits	
Liquid Limit:	36
Plastic Limit:	23
Plasticity Index:	13

Soil Classification	
AASHTO:	A-2-6

Test Method Use	
Soil Sampling:	AASHTO R-90
Sieve Analysis:	AASHTO T11/T27
Atterberg Limits:	AASHTO T89/T90
Moisture Density Relationship:	ASTM D 1557
California Bearing Ratio:	AASHTO T-193-13
Unconfined Compression Test:	AASHTO T-208-15
Modulus Derivative:	AASHTO T 307-99
Moisture Conditioning:	AASHTO T-208-15
Capillary Unconfined Compression:	ASTM D 5102

ESG:	2.6	Lithtec™ (%)		3
MC (%)	3.7	6.0	8.1	8.5
DD (pcf)	123	129.4	129.4	127.5
MDD (pcf)	129.9	Points on Graph:		4
OMC (%)	6.9%	Method:		D

Untreated Compressive Strength			
(%)	(psi)	(S@F)	(MR)
N/A	53.30	1.9%	11,533

Untreated California Bearing Ratio			
	.1"	.2"	Swell(%)
N/A	34.90	44.3	4.14%

Lithtec™ California Bearing Ratio			
3%	398.90	379.40	0.650%

Lithtec™ Compressive Strength			
3%	746.90	1.3%	535,570

Lithtec™ 3% with Moisture Conditioning			
Non-Dispersive	621.01	0.8%	472,889

Lithtec™ Minimum Required				
UCS	(S@F)	MR	CBR	CBR Swell
400 (psi)	0.8%	500,000 equals .44 Coef.	150	0.15%

The results in this report are for the exclusive use of the client for whom they were obtained and apply only to the samples tested.

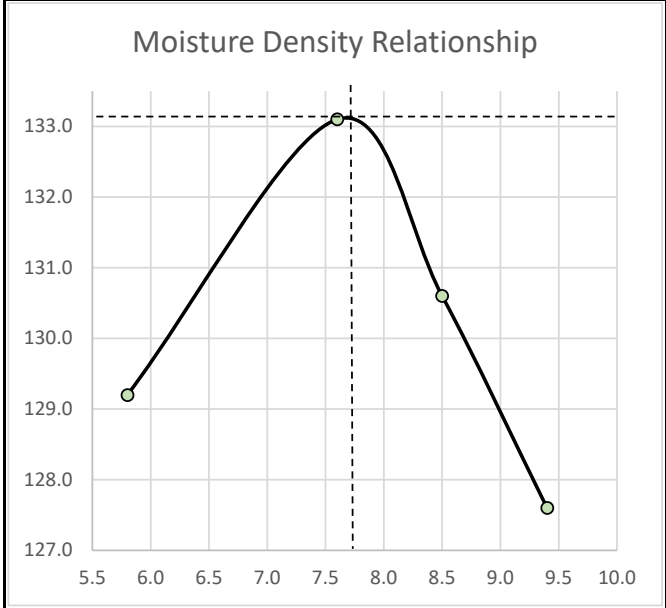


Client: Scott Rd
Attn: Paul Van Haute

Project Number: GA 023-00102
Install Date: TBD
Sample Location: S1,S2,S3,S4

Project Name:	Scott Rd
Lab Technician:	Carlos Roybal
Material Description:	Clayey AB & Asphalt
Asphalt Thickness:	2-3"
Material Source:	FDR

Date Sampled:	10/4/2023
Sampled By:	Lithtec™
Report Of:	Proctor & Strengths
Material Use Type:	Base
Date Tested:	10/18/2023



Sieve Analysis		
Sieve Size	Passing (%)	Retained (%)
1"	98	2.1
3/4"	96	3.9
1/2"	80	
No.4	55	45.0
No.10	45	
No.40	28	
No.200	18.7	

Atterberg Limits	
Liquid Limit:	33
Plastic Limit:	20
Plasticity Index:	13

Soil Classification	
AASHTO:	A-2-6

Test Method Use	
Soil Sampling:	AASHTO R-90
Sieve Analysis:	AASHTO T11/T27
Atterberg Limits:	AASHTO T89/T90
Moisture Density Relationship:	ASTM D 1557
California Bearing Ratio:	AASHTO T-193-13
Unconfined Compression Test:	AASHTO T-208-15
Modulus Derivative:	AASHTO T 307-99
Moisture Conditioning:	AASHTO T-208-15
Capillary Unconfined Compression:	ASTM D 5102

ESG:	2.6	Lithtec™ (%)	3
MC (%)	5.8	7.6	8.5
DD (pcf)	129.2	133.1	130.6
MDD (pcf)	133.1	Points on Graph:	4
OMC (%)	7.7%	Method:	D

Untreated Compressive Strength			
(%)	(psi)	(S@F)	(MR)
N/A	45.00	2.4%	3,034

Untreated California Bearing Ratio			
	.1"	.2"	Swell(%)
N/A	16.70	21.2	2.18%

Lithtec™ California Bearing Ratio			
3%	282.00	282.60	0.044%

Lithtec™ Compressive Strength			
3%	687.00	1.3%	725,501

Lithtec™ 3% with Moisture Conditioning			
Non-Dispersive	461.50	1.0%	714,299

Lithtec™ Minimum Required				
UCS	(S@F)	MR	CBR	CBR Swell
400 (psi)	0.8%	500,000 equals .44 Coef.	150	0.15%

The results in this report are for the exclusive use of the client for whom they were obtained and apply only to the samples tested.

LithTec™ Lithified Technologies US Safety Data Sheet



Revision date: 11 December 2019
Print date: 11 December 2019
Version: Rev 1

1. Product and Company Identification

1.1 Product identifiers

Product Name LithTec™
Producer Lithified Technologies US
Product Number n/a
CAS-No.

1.2 Identified uses of the product and uses advised against

Identified Uses Accelerated Lithification

1.3 Details of the chemical supplier

Company Lithified Technologies US
Address 218 Camino La Tierra
Santa Fe, NM 87506
United States
Telephone: 505-699-2930

1.4 Emergency phone number

Emergency phone number (505)-982-7444

2. Hazards Identification

2.1 Classification of the substance or mixture

GHS Class Skin corrosion/irritation, Category 1
Skin sensitization, Category 1
Serious eye damage/Eye Irritation, Category 1
Carcinogenicity/Inhalation, Category 1A
Specific Target Organ Toxicity (Single Exposure), Category 3

Classification according to Regulation (EC) No 1272/2008

Based on present data no classification and labeling is required according to Directive 1272/2008/EC and its amendments (CLP Regulation, GHS).

Classification according to Directive 67/548/EEC or Directive 1999/45/EC

According to present data no classification and labeling is required according to Directives 67/548/EEC or 1999/45/EC.

2.2 GHS Label elements, including precautionary statements

GHS Pictograms



Signal word Danger
Hazard statements H314 – Causes severe skin burns and eye damage
H317 – May cause an allergic skin reaction
H335 – May cause respiratory irritation
H350 – May cause cancer
Precautionary statements P261 – Avoid breathing dust, fume, misty, spray, vapors.
P264 – Wash exposed body parts thoroughly after handling.
P271 – Use only outdoors or in a well ventilated area

NFPA Ratings LithTec™/LithTec4Roads™

Lithified Technologies US - LithTec™	
HEALTH	3
FLAMMABILITY	0
INSTABILITY	0
0 = Minimal Hazard 1 = Slight Hazard 2 = Moderate Hazard 3 = Serious Hazard 4 = Severe Hazard	

P272 – Contaminated work clothing must not be allowed out of the workplace.

P280 – Wear eye protection, protective clothing, protective gloves

P301 + P330 + P331 – IF SWALLOWED: Rinse mouth. Do NOT induce vomiting. Get medical attention if you feel unwell.

P303 + P361 + P353 + P314 – IF ON SKIN: Take off immediately all contaminate clothing. Rinse skin with water/shower. Get medical attention if you feel unwell.

P305 + P351 + P338 + P314 – IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do so. Continue rinsing. Get medical attention if you feel unwell.

P403 – Store in a well-ventilated place.

P405 – Store locked up.

P501 – Dispose of contents/container in accordance with local/regional/national regulations.

Engulfment hazard: To prevent burial or suffocation, do not enter a confined space, such as silo, bulk truck, or other storage container or vessel that stores or contains cement without an effective procedure for assuring safety.

2.3 Hazards not otherwise classified (HNOC) or not covered by GHS - None

3. Composition/Information on Ingredients

3.1 Product mixture

Synonyms	Cementous Material
Formula	n/a
Molecular wt	n/a
CAS-No.	n/a
EC-No.	n/a

Chemical Name	CAS-No.	Ingredient Percent
Cementous Material	65997-15-1	50-70%
Proprietary Mixture	None	30-50%

Remarks There are no additional hazardous ingredients greater than or equal to 1.0 wt% concentration or carcinogenic ingredients greater than or equal to 0.1 wt% concentration.

4. First Aid Measures

4.1 Description of first aid measures

General advice	Consult a physician. Show this safety data sheet to the doctor in attendance. Move out of dangerous area.
Skin contact	Remove/Take off immediately all contaminated clothing. Wash with plenty of non-abrasive pH natural soap and gently flowing water. Take victim immediately to hospital. Consult a physician. Product causes skin burns with little warning. Discomfort and pain cannot be relied upon to alert a person to a serious injury.
Eye contact	Immediately flush eyes with plenty of water, occasionally lifting the lower and upper eyelids. Check for and remove any contact lenses. Continue rinsing for at least 20 minutes. Get medical attention immediately. Chemical burns must be treated promptly by a physician.
Inhalation	Seek medical help if coughing or other symptoms persist. Inhalation of large amounts of product requires immediate medical attention. Call a poison center or physician. Remove victim to fresh air and keep at rest in a position comfortable for breathing. If the individual is not breathing, if breathing is irregular or if respiratory arrest occurs, provide artificial respiration or oxygen by trained personnel. It may be dangerous to the person providing aid to give mouth-to-mouth resuscitation. If unconscious, place in recovery position and get medical attention immediately. Maintain an open airway.
Ingestion	Get medical attention immediately. Call a poison center or physician. Have victim rinse mouth thoroughly with water. DO NOT INDUCE VOMITING unless directed to do so by medical personnel. Remove victim to fresh air and keep at rest in a position comfortable for breathing. If material has been swallowed and the exposed person is conscious, give small quantities of water to drink. Have victim drink 60 to 240 mL (2 to 8 oz.) of water. Stop giving water if the exposed person feels sick as vomiting may be dangerous. If vomiting occurs, the head should be kept low so that vomit does not enter the lungs. Chemical burns must be treated promptly by a physician. Never give anything by mouth to an unconscious person. If unconscious, place in recovery position and get medical attention immediately. Maintain an open airway.

4.2 Most important symptoms and effects, both acute and delayed

Symptoms and effects	Causes serious eye damage. May cause respiratory irritation Causes severe burns. May cause an allergic skin reaction. May cause burns to mouth, throat and stomach
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4.3 Indication of any immediate medical attention and special treatment needed

Other first aid	Seek immediate medical attention for inhalation of large quantities of dust. Seek immediate attention if material comes into contact with eyes and cannot be immediately removed.
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5. Fire Fighting Measures**5.1 Suitable (and unsuitable) extinguishing media**

Suitable extinguishing media	Use water spray, alcohol-resistant foam, dry chemical or carbon dioxide.
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5.2 Special hazards arising from the substance or mixture

Special hazards	Violent reactions with maleic anhydride, nitro ethane, nitro methane, nitroparaffins, nitro propane and phosphorus.
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5.3 Advice for firefighters

Protective equipment	Wear full protective clothing and self-contained breathing apparatus with full facepiece operated in the pressure-demand or other positive pressure mode.
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6. Accidental Release Measures**6.1 Personal precautions, protective equipment, and emergency procedures**

Personal precautions	Use personal protective equipment. Avoid dust formation. Avoid breathing dust. Ensure adequate ventilation. Wear respirator when ventilation is inadequate. Evacuate personnel to safe areas. For personal protection, see section 8.
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6.2 Environmental precautions

Environmental precautions	Avoid dispersal of spilled material and runoff and contact with waterways, drains and sewers. Inform the relevant authorities if reportable thresholds have entered the environment, including waterways or air. Materials can enter waterways through drainage systems.
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6.3 Methods and materials for containment and cleaning up

Methods for cleanup	Small Spill: Move container from spill area. Avoid dust generation. Do not dry sweep. Vacuum dust with equipment fitted with HEPA filter and place in a closed, labeled waste container. Dispose of material by using a licensed waste disposal contractor. Wear appropriate personal protective equipment. Large Spill: Move container from spill area. Approach release from upwind. Prevent entry into sewers, water courses, basements and confined areas. Avoid dust generation. Do not dry sweep. Vacuum dust with equipment fitted with HEPA filter and place in a closed, labeled waste container. Dispose of material by using a licensed waste disposal contractor. Large spills to waterways may be hazardous due to alkalinity of the product. Wear appropriate personal protective equipment
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6.4 References to other sections

Other references	For disposal see section 13.
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7. Handling and Storage**7.1 General hygiene considerations**

General hygiene	Wash hands after use. Avoid contact with skin and eyes. Avoid inhalation of vapor or dust. In case of large quantities of vapor or mist, use local exhaust or general dilution ventilation to control exposure and dust within applicable limits. Launder/clean clothing and shoes before reuse. For precautions see section 2.2.
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7.2 Precautions for safe handling

Safe handling precautions	Put on appropriate PPE (see Section 8). Persons with a history of skin sensitization problems should not be employed in any process in which this product is used. Avoid exposure by obtaining and following special instructions before use. Do not handle until all safety precautions have been read and understood. Do not get in eyes or on skin or clothing. Do not allow wet, saturated clothing to remain against skin as product can react with water to produce calcium hydroxide which can cause severe burns. Do not breathe dust. Do not ingest. Use only with adequate ventilation. Wear appropriate respirator when ventilation is inadequate. Keep in the original container or an approved alternative made from a compatible material and keep the container tightly closed when not in use. Empty containers retain product residue and can be hazardous. Do not reuse container.
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7.3 Conditions for safe storage, including any incompatibilities

Other storage conditions	Do not enter a confined space that stores or contains product unless appropriate procedures and protection are available. Product can build up or adhere to the walls of a confined space and then release or fall suddenly causing engulfment. Store in well-ventilated areas away from incompatible materials. If stored in containers, keep containers closed when not in use.
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8. Exposure Controls/Personal Protection**8.1 Control and exposure limits recommended by the chemical manufacturer**

Calcium Oxide (CaO)	Cal/OSHA PEL (United States, 2018) 2 mg/m ³ 8 hour TWA (total) ACGIH TLV (United States, 2018) 2 mg/m ³ 8 hour TWA (total) NIOSH REL (United States, 2016) 2 mg/m ³ 10 hour TWA (total)
Quartz (Crystalline Silica)	Cal/OSHA PEL (United States, 2018) 0.05 mg/m ³ 8 hour TWA (total dust) ACGIH TLV (United States, 2018) 0.025 mg/m ³ 8 hour TWA (respirable fraction) NIOSH REL (United States, 2016) 0.05 mg/m ³ 10 hour TWA (total dust)
Portland Cement	Cal/OSHA PEL (United States, 2018) 5 mg/m ³ 8 hour TWA (Respirable) 15 mg/m ³ 8 hour TWA (Total) ACGIH TLV (United States, 2018) 1 mg/m ³ 8 hour TWA (total) NIOSH REL (United States, 2016) 5 mg/m ³ 8 hour TWA (Respirable) 10 mg/m ³ 8 hour TWA (Total)

8.2 Appropriate engineering controls

Engineering controls	Handle in accordance with good industrial hygiene and safety practice. Wash hands before breaks and at the end of day. Use adequate ventilation where dust forms to keep concentration under exposure control limits. Keep away from high temperatures and sources of ignition.
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8.3 Individual protection measures, such as personal protective equipment

Respiratory protection	Where risk assessment shows air-purifying respirators are appropriate use a full-face respirator with multipurpose combination (US) or type ABEK (EN 14387) respirator cartridges as a backup to engineering controls. If the respirator is the sole means of protection, use a full-face supplied air respirator. Use respirators and components tested and approved under appropriate government standards such as NIOSH (US) or CEN (EU).
Eye/face protection	Safety glasses with side-shields conforming to EN166 are recommended. Use equipment for eye protection tested and approved under appropriate government standards such as NIOSH (US) or EN 166 (EU).
Hand protection	Handle with chemical resistant gloves. Gloves must be inspected prior to use. Use proper glove removal technique (without touching glove's outer surface) to avoid skin contact with this product. Dispose of contaminated gloves after use in accordance with applicable laws and good laboratory practices. Wash and dry hands.
Body protection	Wear impervious clothing. The type of protective equipment must be selected according to the concentration and amount of the dangerous substance at the specific workplace.

9. Physical and Chemical Properties**9.1 Information on basic physical and chemical properties**

a) Appearance	Cement like material
b) Odor	No data available
c) Odor threshold	No data available
d) pH	No data available
e) Melting/freezing point	No data available
f) Boiling point	Not applicable
g) Flash point	Not applicable
h) Evaporation rate	Not applicable
i) Flammability (solid, gas)	Not flammable
j) Upper/lower flammability or explosive limits	Upper (UEL): No data available Lower (LEL): No data available
k) Vapor pressure	0.00
l) Vapor density	Not applicable
m) Relative density	No data available
n) Water solubility	Not soluble
o) Partition coefficient octanol/water	No data available
p) Auto-ignition temp	No data available

q) Decomposition temp	No data available
r) Viscosity	No data available

10. Stability and Reactivity

10.1 Reactivity

Reactivity Reacts slowly with water forming hydrated compounds, releasing heat and producing a strong alkaline solution until reaction is substantially complete.

10.2 Chemical stability

Chemical stability Stable under ordinary conditions of use and storage.

10.3 Possibility of hazardous reactions

Hazardous reactions Hazardous reactions will not occur under ordinary conditions of use and storage

10.4 Conditions to avoid

Conditions to avoid No data available

10.5 Incompatible materials

Incompatible materials Oxidizers, acids, aluminum and ammonium salt.

10.6 Hazardous decomposition products

Hazardous products Under normal conditions of storage and use, hazardous decomposition products should not be produced. Hazardous decomposition products formed under fire conditions. – Carbon oxides, calcium oxide, silicon oxides. In the event of fire, see section 5.

11. Toxicological Information

11.1 Information on toxicological effects

Acute toxicity

Acute oral toxicity	No data available
Acute intravenous toxicity	No data available
Acute dermal toxicity	No data available
Acute inhalation toxicity	No data available

Skin corrosion/irritation

Skin corrosion irritation May cause skin irritation. May cause serious burns in the presence of moisture.

Serious eye damage/eye irritation

Eye damage/eye irritation Causes serious eye damage. May cause burns in the presence of moisture.

Respiratory or skin sensitization

Respiratory sensitizer	May cause respiratory tract irritation.
Skin sensitizer	May cause sensitization.

Germ cell mutagenicity

Mutagenicity No data available

Carcinogenicity

Carcinogenicity Known to be a human carcinogen.

Suspected cancer agent

ACGIH	Causes damage to organs (lungs, respiratory system) through prolonged or repeated exposure (inhalation)
NTP	Causes damage to organs (lungs, respiratory system) through prolonged or repeated exposure (inhalation)
OSHA	Causes damage to organs (lungs, respiratory system) through prolonged or repeated exposure (inhalation)
IARC	Causes damage to organs (lungs, respiratory system) through prolonged or repeated exposure (inhalation)

Reproductive toxicity

Reproductive toxicity No data available

Aspiration hazard

Aspiration hazard No data available

12. Ecological Information

12.1 Ecotoxicity (aquatic and terrestrial)

Ecotoxicity Because of the high pH of this product, it would be expected to produce significant acute ecotoxicity upon exposure to aquatic organisms and aquatic systems.

12.2 Persistence and degradability

Degradability No data available

12.3 Bioaccumulation potential

Bioaccumulation Not expected to bioaccumulate.

12.4 Mobility in soil

Mobility in soil No data available

12.5 Results of PBT and vPvB assessment

PBT/vPvB assessment Not available as chemical safety assessment not required/not conducted.

13. Disposal Considerations

13.1 Waste treatment methods

Waste treatment disposal Disposal must be in accordance with appropriate Federal, State, and local regulations.

14. Transport Information

DOT

Not dangerous goods.

IMDG

Not dangerous goods.

IATA

Not dangerous goods.

15. Regulatory Information

15.1 Safety, health, and environmental regulations specific to the product or mixture

SARA 302 Components	No chemicals in this material are subject to the reporting requirements of SARA Title III, Section 302.
SARA 313 Components	Chromium, ion (Cr6+) CAS 8540-29-9.
SARA 311/312 Hazards	Immediate health hazard and delayed health hazard.
TSCA	Cements are considered to be statutory mixtures under TSCA. CAS 659987-15-1 is included on the TSCA inventory.
Canada DSL	All components of this product are on the Canada Domestic Substance List or are exempt from DSL requirements.
CA Prop. 65 components	Respirable crystalline silica is classified as a substance known to the state of California to be a carcinogen. Cr(VI) is classified as substances known to the state of California to cause cancer and cause reproductive toxicity.
State Regulatory Lists:	Each state may promulgate standards more stringent than the federal government. This section cannot encompass an inclusive list or all state regulations. Therefore, the user should review the components listed in Section 2 and consult state or local authorities for specific regulations that apply.

16. Other Information

Revision Date 11 December 2019

The information contained herein is based on data considered accurate. However, no warranty is expressed or implied regarding the accuracy of these data or the results to be obtained from the use thereof. Lithified Technologies assumes no responsibility for injury to the vendee or third persons proximately caused by the material if reasonable safety procedures are not adhered to as stipulated in the data sheet. Additionally, Lithified Technologies assumes no responsibility for injury to vendee or third persons proximately caused by use of the material even if reasonable safety procedures are followed. Furthermore, vendee assumes the risk in his use of the material.

Abbreviations and acronyms IMDG - International Maritime Code for Dangerous Goods

IATA - International Air Transport Association
GHS - Globally Harmonized System of Classification and Labelling of Chemicals
PBT - Persistent, bioaccumulative and toxic assessment
vPvB - Very persistent and very bioaccumulative assessment
ACGIH - American Conference of Governmental Industrial Hygienists
NIOSH - National Institute for Occupational Safety and Health
TLV - Threshold Limit Values
CAS - Chemical Abstracts Service (division of the American Chemical Society)
NFPA - National Fire Protection Association
HMIS - Hazardous Materials Identification System
CFR - Code of Federal Regulations
SARA - Superfund Amendments and Reauthorization Act
DOT - US Department of Transportation
EC50 - Half maximal effective concentration
LD50 - Median lethal dose
LC50 - Median lethal concentration
SDS - Safety Data Sheet
PEL - Permissible Exposure Limit
TSCA - Toxic Substances Control Act



1. **OBJECTIVE:** Installation of LithTec™ shall consist of constructing a mixture of soil, and/or soil amendments, and/or asphalt, and all versions of LithTec™ and water for the optimization and recycling of pre-existing roadway materials. The work shall be performed in conformity with the lines, grades thickness, and typical cross sections shown on the road design plans. When the specified amount of LithTec™ and water are blended and compacted as specified, it shall result in the LithTec™ transforming low performing soil to a hard, less permeable layer with increased load bearing capacity and increased ductility. Most of the reaction shall occur within twenty-four (24) hours and should continue to strengthen over time. The resulting matrix shall be permanent and durable with reduced volume change characteristics and result in a structural layer that is both strong and flexible.
2. **CONTRACTOR QUALIFICATION:** The contractor shall (a) have had a minimum of two (2) years' experience in cement and/or lime soil stabilization or modification or be capable of demonstrating sufficient technical expertise in cement and/or lime soil stabilization or modification; and (b) have successfully completed similar projects to the satisfaction of their clients.
3. **MATERIALS:** Furnish uncontaminated materials of uniform quality that meet the requirements of the plans and specifications.
 - 3.1 **ROADWAY MATERIAL SAMPLING:** Roadway materials to be utilized must be sampled and/or gathered at cross sections provided by the engineer. Sampled roadway materials must be taken at a consistent depth as specified by the engineer. A minimum of ninety-five pounds of actual roadway material per project and/or a minimum of 95 pounds per 3 miles of linear roadway are to be obtained for testing. Additional materials for sampling may be required due to observed material changes, topographical changes, and/or other observed factors during the sampling process. Any material that is intended for import and/or use in the mix design must also be sampled in a similar manner and included in the mix design at the precise quantities as specified by the engineer. *See 4, Testing Specifications.*
4. **TESTING SPECIFICATIONS:** A battery of testing shall be completed per project and/or per 3 miles of linear roadway. The battery of testing shall include: Sieve Analysis (AASHTO T-27), Liquid Limit (AASHTO T-89), Plastic Limit (AASHTO T-90), Treated Moisture Density Relations of Soils (AASHTO T-99, T-180, ASTM D1557), Treated California Bearing ratio (AASHTO T-193- 13, ASTM D1883), Treated Unconfined Compression Strength (AASHTO T-208-15, ASTM D2166M-16), Treated Modulus Derivative (AASHTO T-208) or Resilient Modulus (AASHTO T-307).
5. **CUSTOMIZATION OF DRY LithTec™ MIXTURE:** Based upon the soil classification (AASHTO t- 27, AASHTO T-89, AASHTO T-99, T-180, ASTM D1557) of materials sampled on the roadway (*See 3.1*) a custom mixture shall be designed and made up of cementitious materials, and/or pozzolanic materials, and/or organic or inorganic compounds designed to optimize the structural potential of a given roadway material and to meet Lab Performance Testing Requirements (*See 6*) and Field Performance Testing Requirements (*See 16*) as specified.

6. **LAB PERFORMANCE TESTING REQUIREMENTS:** Treated California Bearing Ratio (AASHTO T-193-13, ASTM D1883) tests shall be performed and must exceed a minimum of a 150 CBR Value with a minimum shrink/swell value of .15%. Treated Unconfined Compression Strength (AASHTO T-208-15, ASTM D2166M-16) test shall be performed and must exceed a minimum of a 400 psi and a strain at failure to meet or exceed a minimum of .8%. Treated Modulus Derivative (AASHTO T-208) or Resilient Modulus (ASSHTO T-307) tests shall be performed and must exceed a minimum of a 500,000 psi.
7. **WATER:** Water furnished must be free of industrial waste and other objectionable materials.
8. **LithTec™ CONTENT:** A qualified engineer shall designate the percentage of LithTec™ by dry weight of the soil to satisfy the criteria requirement for the project. The LithTec™ specified dosage by dry weight obtained from the Maximum Dry Density per AASHTO T-99 or AASHTO T-180 is required for all mix designs, as specified by a qualified engineer.
9. **EQUIPMENT:** Appropriate machinery, tools, and equipment necessary for proper execution of the work are required. Among other applicable equipment, pulverization and spreader equipment are required as follows: *(See attached Lithified Technologies US, LLC (also referred to as LT-US): Installation Equipment Requirements and reference as part of the Specification).*
 - 9.1 **PULVERIZATION EQUIPMENT:** Pulverization equipment that cuts and pulverizes material uniformly to the calibrated proper depth with cutters that will plane to a uniform surface over the entire width of the cut, provides a visible indication of the depth of cut at all times, and uniformly mixes the materials is required. Pulverization equipment must be capable of providing water distribution at calibrated and exact quantities into the mix as pulverization occurs. *(See attached LT-US Installation Equipment Requirements).*
 - 9.2 **SPREADER EQUIPMENT:** Calibrated spreader equipment to apply the LithTec™ at the percentage rate specified is required. Spread rates must be tested for each load of LithTec™ spread atop the section to be treated. The spreader truck shall demonstrate the ability to maintain a consistent spread rate over variable travel speeds. Cement spreader must verify the consistency of the spread rate by conducting multiple pan tests. The pan test consists of placing a 3 square foot pan on the grade in front of the spreader truck. After cement spreader truck has passed over the pan, the cement captured in the pan is weighed to determine the rate of spread in pounds per square foot.
10. **CONSTRUCTION:** Construct each layer uniformly, free of loose or segregated areas and with the required density and moisture content. Provide a smooth finished surface that conforms to the typical sections, lines, and grades shown on the plans and that as is required considering the type of surface course to be placed atop the LithTec™ treated lift.
11. **PREPARATION OF SUBBASE/SUBGRADE OR EXISTING BASE FOR TREATMENT:** Before treating, remove or pulverize existing asphalt and/or concrete pavement in accordance with the plans. Asphalt and/or concrete pavements should be pulverized down to a maximum of 1.5", whether it be incorporated into the subbase/subgrade and/or base lift and in accordance with the plan. When amendment materials are required to be mixed with existing subgrade, subbase, or base: deliver, place, and spread the new material in the required amount. Any imported material must be identical to materials tested and should be verified per the specification and approved by a qualified engineer. Manipulate and thoroughly mix all materials to a homogenous blend that will be included in the lift for treatment. The depth of lift specified for LithTec™ treatment should have aggregate no larger than

1.5". Both the subbase/subgrade and base lifts should be mixed and compacted prior to the LithTec™ treatment in accordance with the plan and to meet material specifications, density, and stiffness requirements in accordance with the plan.

11.1 MOISTURE PREPARATION OF BASE LIFT PRIOR TO LithTec™

TREATMENT: Base lift should be moisturized, mixed, compacted, and graded prior to LithTec™ treatment and in accordance with the plan. Previous to LithTec™ treatment the base lift moisture content should be at Optimum Moisture Content (OMC) minus 2%. See 16.1 OPTIMUM MOISTURE CONTENT

11.1.1 NOTE: For avoidance of doubt, this preparation of the base lift allows for the pulverization equipment with computerized water supply to apply a consistent and achievable dosage of water (ideally 2% by weight) to the LithTec™ treated mix.

12. **APPLICATION OF LithTec™:** Uniformly apply LithTec™ using dry placement unless otherwise shown on the plans. Start LithTec™ application only when the air temperature is at least 40°F and rising. The temperature shall be taken in the shade and away from artificial heat. Suspend application when it is determined that weather conditions are unsuitable.
13. **DRY PLACEMENT:** Before applying LithTec™, bring the prepared area to be treated to the approximate Optimum Moisture Content obtained per AASHTO T-180, AASHTO T-99 or TxDOT Tex-113-E, as may be specified by qualified engineer. Minimize dust and scattering of LithTec™ by wind. Do not apply LithTec™ when wind conditions cause blowing to LithTec™ as it may become dangerous to traffic or objectionable to adjacent property owners.
14. **MIXING:** Thoroughly mix the material and LithTec™ using approved equipment. Mix until a homogeneous mixture is obtained. Sprinkle with water the treated materials during the mixing operation, as directed, to maintain Optimum Moisture Content as specified by the plans. Spread and shape the completed mixture in a uniform layer. After mixing, the roadway mixture shall be sampled and tested to insure it is in accordance with the LithTec™ Material Specification.
15. **COMPACTION:** Roll with approved compaction equipment, or as directed by the engineer. Compact the mixture in one lift using density control unless otherwise shown on the plans. Complete compaction shall be achieved within four (4) hours after the application of LithTec™. Begin rolling longitudinally at the sides and proceed towards the center, over-lapping on successive trips by at least one-half the width of the roller unit. On steep sloped curves, begin rolling at the low side and progress toward the high side. Offset alternate trips of the roller. Operate rollers at a speed between two (2) and six (6) MPH, or as directed by the engineer. Areas that lose required stability, compaction, or finish shall be removed and replaced and/or re-treated and recompacted with LithTec™ treated mixture at the Contractor's expense. Correct irregularities, depressions, and weak spots immediately by scarifying the areas affected, adding or removing treated material as required, reshaping, and recompacting.
 - 15.1 **SHOULDERS:** All requirements found within this specification are similarly required for the shoulders of the roadway. It is recommended to commence rolling beyond the shoulder of the LithTec™ treated lift to make sure that the far edge of the shoulder receives necessary compaction in accordance with the plan.
 - 15.1.1 **NOTE:** It is recommended that the plan call for a minimum of 1' of LithTec™ treated width that extends beyond the surface course onto the shoulder. This improves assurance that the entirety of surface course placed is atop a LithTec™ treated section and are structurally supported.

16. FIELD PERFORMANCE TESTING REQUIREMENTS:

16.1 OPTIMUM MOISTURE CONTENT: Utilize pulverization equipment capable of providing water at calibrated and exact quantities and sprinkle or aerate the treated area, sprinkling to adjust the moisture content during final compaction so that it is within a range of 1.5 percentage points above or below Treated Optimum Moisture Content gathered from Treated Moisture Density Relations of Soils (AASHTO T-99, AASHTO T-180, ASTM D1557) as specified by the plans (i.e., if Optimum Moisture Content is 14, then the range would be 12.5 to 15.5).

16.2 DENSITY: Compact to at least ninety percent (90%) of the Maximum Dry Density determined in accordance with AASHTO T-180, (95%) of the Maximum Dry Density determined in accordance with AASHTO T-99 or (95%) Maximum Dry Density determined in accordance with AASHTO TxDOT Tex- 113-E, as may be specified by the qualified engineer. Remove, re-treat, and/or recompact areas that lose required stability, compaction, or finish. Re-treat or replace with LithTec™ treated mixture and compact and test in accordance with density control methods.

16.3 STIFFNESS: Lightweight Deflectometer Tests shall be performed at a minimum of 3 tests per 800 square yards of treated material. The aggregate average of the stiffness readings taken per 800 square yards of treated material must meet the minimum of 90% of the Treated Unconfined Compression test (AASHTO T-208-15, ASTM D2166M-16) elastic modulus at 4 hours and at 24 hours from the finished treated section.

17. QUALITY CONTROL: All irregularities, depressions, or weak spots which develop shall be corrected immediately, while treated soil is still moist, by scarifying the areas affected, adding or removing material as required, and reshaping and re-compacting. The surface of the LithTec™ treated layer/lift shall be maintained in a smooth condition, free from undulations and ruts, until other work is placed there upon or the work is accepted. Compaction and finishing shall be done in such a manner as to produce a smooth dense surface free of compaction planes, cracks, ridges or loose materials. Throughout this entire operation, the shape of the course shall be maintained by blading, and the surface upon completion, shall be smooth and shall conform with the typical section as specified by the customer's project engineer and to the established lines and grades. Should the material, due to any reason or cause, lose the required stability, density, and finish before the next course is placed or the work is accepted, it shall be re-compacted and refinished. Failure to perform quality control as specified will be considered default of contract and non-compliant with proper installation.

17.1 LithTec™ RANDOM SAMPLING AND QUALITY CONTROL

TESTING: Enough of the LithTec™ materials should be sampled at random post spreading for each 800 square yard section to complete a full battery of testing as specified in the event of a failure, *see 6*. Random samples taken from the quantity of LithTec™ materials collected should be tested to ensure consistency of blended materials as specified by the engineer.

18. FINISHING: Immediately after completing compaction, clip, skin, or tight blade the surface of the LithTec™ treated material to a depth of approximately 1/4 inch. Remove loosened material and dispose of it at an approved location. Roll the clipped surface immediately with a smooth drum roller until a smooth surface is attained. Add small increments of water as needed during rolling. Shape and maintain the course and surface in conformity with the sections, lines and grades as specified by the plans.

19. **CURING:** After proper compaction, allow the LithTec™ treated section to cure for (a) twenty- four (24) hours when installing another layer/lift or surface course (i.e., chip seal, asphalt or concrete); or (b) at least two (2) days, by sprinkling with water in accordance with plan or by maintaining the moisture content during the respective curing period at no lower than 1.5% percentage points below the Optimum Moisture Content (i.e., if Optimum Moisture Content is 14, then the range would be 12.5 to 15.5). Do not allow equipment on the LithTec™ treated layer/lift during curing except as required for sprinkling, unless otherwise approved. Prior to placing a surface course (e.g. asphalt, chip seal, etc.) lightly broom fines off the road to allow for direct adhesion to the curing LithTec™ base lift.
20. **MAINTENANCE:** The contractor shall maintain, at their own expense, the entire LithTec™ treated section in good condition from the start of work until all the work has been completed on the section.
21. **MEASUREMENT:** The quantity of LithTec™ treated soils shall be measured by the square yard, measured in place, treated, compacted to the proper depth, and verified to be in accordance with the plan.
22. **INSTALLATION EQUIPMENT REQUIREMENTS, ADHESION GUIDE AND FAILURE PREVENTION:** For clarification purposes and to further prepare installer regarding LithTec™ installation, the *LithTec™ Installation Equipment Requirements, LithTec™ Adhesion Guide and LithTec™ Failure Prevention Guide* are hereby incorporated as part of this document by reference. While these documents do not in any way replace any aspect of this specification, they are utilized in addition to this specification and therefore remaining in accordance with the information found in this specification, the *LithTec™ Installation Equipment Requirements, LithTec™ Adhesion Guide* and the *LithTec™ Failure Prevention Guide* are required.



LithTec™ Installation Equipment Requirements

Disclaimer: This document is designed to provide a summary of the equipment requirements utilized to install LithTec™. It is in no way designed to take the place of the *LithTec™ Treated Full Depth Lithification Installation and Performance Specification*.

Required Equipment to Meet Specification (For Standard Roadway Installation)

- Motor Grader with Experienced Finish Grade Operator
- Reclaimer or Pulverizer (with Computerized Water Distribution System Required)
- Sheepsfoot Compactor (12-ton roller)
- Double Drum Roller (12-ton roller)
- Cement Spreader (Calibrated and Computerized Spread Rate Required)
- 1 Water Truck Dedicated for the Reclaimer
- 1 Water Truck Dedicated for the Grader and Keeping the Previous Completed Section Moist
- 1 Water Tanker for Storage if More Than 30 Minutes from Water Source
- Densometer (NOT provided by Lithified Technologies US)
- Lightweight Deflectometer (Provided by Lithified Technologies US)
- Speedy® Moisture Meter (Provided by Lithified Technologies US)

Be advised that the use of equipment that does not meet the LithTec™ specifications will have an impact on the overall performance and longevity of the road. For example, using a grader rather than a reclaimer to mix the product and material together will reduce the homogenous blend of LithTec™ into the road-base material. Use of light weight rollers will reduce consistency and effectiveness of compaction. Not having the reclaimer's mixer set at the designated depth affects the LithTec™ dosage requirements. Not having a computerized water distribution system on the reclaimer with hose attached directly to the water truck reduces consistency of moisture content, which leads to not meeting compaction requirements, density requirements, and/or not meeting stiffness requirements, which all increase the risk of failures.

Optional Equipment to Improve Results and Increase Production

- Additional Water Trucks depending on distance to water source to avoid loss of production
- Pneumatic Roller for optimum compaction

Equipment for Receiving "PNEUMATIC TANKERS"

- Cement Spreader (with attachments and hoses to receive LithTec™ Product in pneumatic tankers)
- Pig or Guppy (with attachments to receive pneumatic tankers; recommended for projects to exceed 150 tons or for projects more than 250 miles from LithTec™ blending sites.)

Equipment for Receiving and Violating "SUPER SACKS"

- Bulk Bag Unloader (for example: DMI BTL-12 bulk bag unloader; for rental or purchasing options contact Diversified Mineral Inc. at www.dmicement.com.)
- Stair and Platform (utilized to violate supersacks above cement spreader or pneumatic tanker when opening is available on top and bulk bag unloader is unavailable.)
- Telescopic Forklift (capable of safely lifting 4000 lbs.)



LithTec™ Adhesion Guide

This document is designed to provide an overview of the installation processes that are critical to achieving a successful surface course installation over the LithTec™ treated base. LithTec™ has been installed in many roadways applying many variant emulsions with many types of materials applied resulting in successful adhesion performance with and without prime coats. Since every installation is different, engineers and experts in surface course preparation should be consulted with and included in the design plan for the surface course adhesion and application.

Using a Primer

LithTec™ is used to treat countless types of materials in countless mix designs. In consultation with multiple engineers, Lithified Technologies US recommends the use of a prime coat for all LithTec4Roads™ applications. The primer should be applied prior to the application of the surface course (for example: a chip seal, FAST and/or asphalt) applications to assure quality adhesion. The use of a prime coat or priming is the application of an asphalt binder to the finished base material to provide some waterproofing and enable bonding to a subsequent pavement layer (surface treatment or HMA). Typical materials used are MC-30 and AE-P. MC-30 is a medium-curing, low-viscosity cutback asphalt. MC-30 contains up to 40% kerosene, enabling it to soak into the base material. AE-P and other emulsions with fine asphalt particle sizes are often used as prime with the caveat that some emulsions do not penetrate some bases. Trial runs may be required for the use of certain emulsions. Ultimately, the goal of the primer is to penetrate the base ever so slightly, seal it, and prepare it for additional pavement layers. The use of the types of products listed above and/or their equivalents is recommended for all LithTec™ installations.

Disclaimer

In no way does this guide take the place of the *LithTec™ Treated Full Depth Lithification Installation and Performance Specification*. LithTec™ treats the base or subbase **only** and is not to be designed as a surface course. Because proper adhesion to the LithTec™ base surface is a material dependent process and the responsibility of the contracted installer, Lithified Technologies US cannot be held responsible for any lack of adhesion.

LithTec™ Installation Failure Prevention Guide

Disclaimer

This document is designed to provide an overview of the installation processes that are critical to achieving a successful installation. It is in no way designed to take the place of the *LithTec™ Treated Full Depth Lithification Installation and Performance Specification*.

Road Material Changes – Failure

LithTec™ is a custom engineered product that is pretested with materials sampled from the roadway and/or in combination with materials that are intended to be imported to the project and to be incorporated in the mix design. Therefore, moisture content and all lab testing and on-site performance testing are correlated to the laboratory test results from the precise materials sampled and tested. In addition, the battery of performance testing involving the custom mix design, previous to installation, already passed the LithTec™ High Performance Standards, (which are significantly higher than Industry Standards). With proper installation procedures being followed, the field results will closely mirror the laboratory results. If the import or on-site materials are changed and are not a good representation of the materials that were sampled and tested, then the installation will be greatly compromised. When a material change occurs and it is decided that installation should proceed without initiating additional testing, there is no correlated testing at that point. Therefore, moisture content, compaction / density and required dosage are simply a guess. Material changes can lead to a failure as there is no prior testing of the new material and the discrepancies of the original material tested may vary greatly even in cases where the material appears to be similar.

Fix: Make sure all on-site materials to be mixed into the LithTec™ treated section are represented by the materials sampled and tested previous to the installation. If there is a material change required for the import source, make sure all participants are notified immediately and restart the material sampling and laboratory testing process, prior to installation.

Subgrade and Subbase Performance - Failure

LithTec™ is designed to be incorporated in the base lift directly below the roadway’s surface to drastically improve structural performance and load bearing capacity. The subgrade and subbase lift must also meet performance standards including density requirements and load bearing capacity. If the subgrade or subbase does not meet or exceed the performance specifications of the plan provided by a qualified engineer, then the entire road is at risk of failure.

Fix: Make sure that the subgrade and subbase meets the proper density and other related structural performance requirements of the plan provided by a qualified engineer. This will ensure that the subbase is capable of properly supporting the compaction and load bearing capacity of the LithTec™ treated base on top of it.

Moisture Content Inconsistencies - Failure

LithTec™ must be installed within 1.5% plus or minus the Optimum Moisture Content (OMC), which is determined during the pretesting and provided by Lithified Technologies US in the *LithTec™ Geotechnical report* and *LithTec™ Installation Requirements*. When moistures are inconsistent and outside of the 1.5% tolerance, the material is either too dry and does not bond properly together or it is too wet, resulting in pumping. In both cases the optimum performance of the material, strength, water resistance and load bearing capacity are compromised, which can lead to failure.

Fix 1: Prepare the road and condition the material one or two days prior to the LithTec™ treatment by bringing the moisture content to OMC minus 2%. Complete this process by spraying the top of the untreated surface and grading the materials from one side of the road back to the other to ensure consistency of moisture across the roadway. This will ensure that LithTec™ and the additional water required can be incorporated rapidly and without the need of large quantities of water being incorporated during installation, which can lead to slow production rate and inconsistent moisture contents.

2: Utilize a reclaimer or pulverizer with a calibrated and computerized water supply with clean and functioning jets. This will make water incorporation simple and consistent across the full width of the mixing path.

3: Switch water trucks out when connecting to the reclaimer. Do not attempt to add water into water truck already attached as this leads to spillage on the roadway which may lead to flooded areas which may turn into soft spots.

Shoulder Compaction - Failure

LithTec™ requires compaction, density, and stiffness across the full width of the roadway including the shoulder. Not providing proper shoulder compaction will lead to shoulder softness and possible failure.

Fix: Commence roller passes past the edge of the LithTec™ treated lift and all the way across the road following the specified compaction information in the LithTec™ specification.

Pulling Untreated Materials onto the Roadway - Failure

LithTec™ is mixed directly below the path of the reclaimer or pulverizer. Materials that are off the edge of the path of the reclaimer or pulverizer are therefore untreated. Pulling in any untreated materials into or onto the LithTec™ treated materials will change the mix design, incorporate unbound materials, and will likely lead to base failure or adhesion failure to the surface course.

Fix: Never bring untreated materials onto the roadway. When cutting shoulders and/or moving the blade outside of the edge of the treated material, move materials off the road, not on to the road.

Water Contamination - Failure

LithTec™ is a custom engineered product that is tested with water free of industrial waste and other objectionable materials. Incorporating contaminated water will likely lead to failure as it may affect the chemical reactions.

Fix: Utilize water that is clean and not contaminated. If there is any doubt about the quality of the water to be used on-site during the project, you can send the water samples to be tested in LithTec™ lab along with the material from that project. Allow plenty of time to complete the testing well in advance of the installation.

Homogenous Mixture - Failure

LithTec™ is tested in advance of installation with the soil sampled on site. That soil is mixed thoroughly to achieve a homogenous mixture of materials incorporated that includes onsite materials such as failing asphalt and/or basecourse, LithTec™, and water. Previous to compaction a homogenous mixture of materials incorporated in the mix design must be achieved that meets the requirements of the LithTec™ specification and engineered design plan. Not achieving a homogenous mixture can lead to a failure.

Fix: Make sure that materials onsite are pre-pulverized to meet the specification. Failing asphalt must be pulverized and incorporated into fine pieces 1½” minus so that there are no large chunks remaining and all large rock must be removed. A pre-pulverized base should be graded across the roadway and compacted prior to LithTec™ treatment to ensure a homogenous mix.

Time to Completion - Failure

Per the specification, contractors are provided 4 hours to complete the compaction of the roadway. This is 2 hours more than traditional soil cement specifications. However, going over this 4-hour window post LithTec™ incorporation and hydration can lead to reduced performance and therefore failure.

Fix: Do not bite off more than you can chew. Complete LithTec™ in manageable sections that can be completed in the time allotted. In addition, be aware of environmental conditions. Hot and windy days will dry out the material faster, so you may have less time to compact at OMC.

Surface Adhesion - Failure

LithTec™ is designed for the base lift of roadways and requires a surface course for optimal performance. LithTec™ does not impede surface adhesion and has been installed and tested with a various amount of emulsions and surfaces. However, much of the adhesion performance is based on the materials on-site, and therefore the contractor or entity that applies the surface layer must provide their own expertise related to adhesion and a prime coat may be required for optimum results. For recommendations please SEE *Surface Adhesion Guide included in the LithTec™ Specification.*

Improper Dosage - Failure

LithTec™ is specified for a particular dosage in each project. That dosage is provided in the *Installation Requirements* prior to the installation taking place. Be advised that quality controls are required and should be standard to any contractor providing spreading. LithTec™ must be spread atop the entirety of the roadway to the very edge of the treated width in consistent quantities and at the right dosage. It must also be mixed down to consistent depths to achieve the correct dosage. Not complying to dosage requirements may lead to failure.

Fix: Utilize pan tests on every spread to insure correct spread rate. Measure the width of spread and measure the depth of lift consistently through installation. Make sure that contractors installing the spread are quality controlling the spread rate by taking regular pan tests to weigh the amount of LithTec™ being placed and are meeting regular spreading weights per section in accordance with the plan.

Environmental Conditions - Failure

LithTec™ requires a minimum of 40 degrees Fahrenheit and rising to properly cure. In addition, LithTec™ must be installed within 1½% of the specified OMC. Therefore, significant rain or weather could affect moisture content and lead to failure. LithTec™ has a reduced flow rate in comparison to ordinary cement, however LithTec™ can still be blown off the road due to wind which can lead to failure, safety hazards, and property damage which can lead to failure and liabilities.

Fix: Check local weather and make sure that the installation window falls within appropriate weather conditions.

No Engineered Design Plan - Failure

A LithTec™ treated lift is an excellent component to be added into any roadway design. However, be advised that every LithTec™ treated lift has different performance based on geotechnical testing. Proper roadway construction requires a properly completed design by a certified engineer that considers the subgrade/subbase, base lift, surface course, drainage plan, traffic, and more. Not having a properly completed design by a certified engineer can lead to failure.

Fix: Always have an engineered design before you build a road.

No Density Control - Failure

LithTec™ is specified for a Density Control type of installation. This means that density must be taken to ensure the specification is being met. Be advised, Lithified Technologies US does not perform density testing, as Densometers are nuclear devices and are not allowed across state lines without documentation per entry and exit. Therefore, it is recommended that a third-party Geotechnical firm be engaged to provide density testing as this is an important aspect of achieving a high-performance road and meeting the specifications.

Fix: Always schedule densities to be taken on-site during installation to assure that appropriate densities are being achieved in the field.

File Attachments for Item:

15. Approval of FY24 Budget Amendment #1 (staff-Finance)

2024 BUDGET AMENDMENT #1

	Increase (Decrease) to Current Budget	Total
General Fund Revenues:		
Intergovernmental:		(121,534)
Grant-LATCF	(121,534)	
Interest & Miscellaneous:		3,773
Donations	3,773	
Revenue From Fund Balance		121,534
Total General Fund Revenue Adjustment		3,773
General Fund Expenditures:		
Clerk of Superior Court		3,023
Fire Stations & Rescue		750
Total General Fund Expenditure Adjustment		3,773
American Rescue Plan Act Fund - Revenues		150,000
American Rescue Plan Act Fund - Expenditures		150,000

File Attachments for Item:

16. Setting of Qualifying Fees for 2024 General Election (staff-Finance)

Putnam County Finance Department

117 Putnam Drive, Suite A
Eatonton, GA 31024
Phone (706) 485-5826
www.putnamcountyga.us

TO: Putnam County Board of Commissioners
FR: Linda Cook, Finance Director
DT: December 27, 2023 *ec*
RE: **Establishing Qualifying Fees**

The Board of County Commissioners is required by O.C.G.A. 21-2-131, to fix and publish qualifying fees for county offices by February 1 of any year in which a general primary, nonpartisan election, or general election will be held. The qualifying fees for the offices of clerk of superior court, probate judge, magistrate judge, sheriff, and tax commissioner shall be 3% of the minimum base salary, specified in state law of each county based on population. The base does not include supplements, cost-of-living, or longevity increases. For the offices of members of the county governing authority, or Board of Commissioners, the qualifying fee is 3% of the base salary established by local Act of the General Assembly, and does not include training, supplements, or cost-of-living increases. The qualifying fee for coroner, state court judge, surveyor or school board member is 3% of the total gross salary of the office paid in 2022, including all supplements authorized by law. The supervisor of Elections & Registration has reviewed the following fees.

Position	Term Expires	Base Salary	Qualifying Fee	Notes
District #1 Commissioner	12/31/24	7,800.00	234.00	Local Law (3% of <u>base</u> salary)
District #2 Commissioner	12/31/24	7,800.00	234.00	Local Law (3% of <u>base</u> salary)
Tax Commissioner	12/31/24	59,296.04	1,778.88	State Law (3% of minimum <u>base</u> salary)
Clerk of Superior Court	12/31/24	59,296.04	1,778.88	State Law (3% of minimum <u>base</u> salary)
Probate Judge	12/31/24	59,296.04	1,778.88	State Law (3% of minimum <u>base</u> salary)
Sheriff	12/31/24	70,753.11	2,122.59	State Law (3% of minimum <u>base</u> salary)

Position	Term Expires	Prior Year Gross Salary	Qualifying Fee	Notes
Coroner	12/31/24	16,478.80	494.36	Local Law (3% of 2023 gross salary)
BOE District #3	12/31/24	8,400.00	252.00	
BOE District #4	12/31/24	8,400.00	252.00	
BOE District #5	12/31/24	8,400.00	252.00	

File Attachments for Item:

17. Authorization for Chairman to sign Resolutions for the Tax Commissioner's Office (staff-Tax Comm)
 - a. Resolution for Authority for Tax Commissioner to Receive Funds
 - b. Resolution for Waiver of Penalties and Interest on Unpaid Ad Valorem Taxes
 - c. Resolution Establishing Due Date for all Taxes



**A RESOLUTION OF
PUTNAM COUNTY
010524.1**

AUTHORITY FOR TAX COMMISSIONER TO RECEIVE FUNDS

BE IT RESOLVED per O.C.G.A. § 48-5-146, we the Board of Commissioners of Putnam County do hereby authorize the Tax Commissioner, Terrell Abernathy, to accept checks, credit cards and any form of United States legal tender for all taxes, fees, and licenses due their respective office.

Resolved this 5th day of January 2024

BY: _____
B.W. "Bill" Sharp, Chairman

ATTEST: _____
Lynn Butterworth, County Clerk



RESOLUTION
010524.2

WAIVER OF PENALTIES AND INTEREST ON UNPAID AD VALOREM TAXES

Whereas, the Georgia General Assembly has adopted amendments to O.C.G.A. 48-5-242 relating to the waiver and / or reduction of penalties and interest due on unpaid ad valorem taxes;

THEREFORE, BE IT RESOLVED the Putnam County Board of Commissioners do hereby authorize the Putnam County Tax Commissioner pursuant to O.C.G.A. 48-5-242 and any other applicable law to waive unpaid penalties and / or interest on unpaid ad valorem taxes when the penalty or interest is less than ten dollars (\$10.00).

This resolution shall be effective upon adoption.

SO RESOLVED, this 5th day of January 2024.

BY: _____
B.W. "Bill" Sharp, Chairman

ATTEST: _____
Lynn Butterworth, County Clerk



**RESOLUTION
010524.3**

ESTABLISHING TAX DUE DATE

WHEREAS, the Putnam County Board of Commissioners (“Board”) is authorized pursuant to O.C.G.A. § 48-5-150 to establish the due date for all taxes due the State and County; and

WHEREAS, the Board desires to set the due date for property taxes owed the State and County to December 1 in each calendar year; and

WHEREAS, the Tax Commissioner of Putnam County has approved the Board’s decision to set the due date to December 1.

THEREFORE, BE IT RESOLVED the Board of Commissioners of Putnam County, Georgia hereby establishes December 1 of each calendar year as the due date for all taxes due the State and County.

IN WITNESS WHEREOF, this ordinance has been duly adopted by the governing authority of Putnam County, Georgia on the 5th day of January 2024.

Chairman B.W. “Bill” Sharp

Tax Commissioner Terrell Abernathy

County Clerk Lynn Butterworth

[Affix County Seal]