



**Haralson County Board of Commissioners
Regular Meeting
155 Van Wert Street
Buchanan, GA 30113**

**September 1, 2026
6:00 pm**

HARALSON COUNTY BOARD OF COMMISSIONERS

155 Van Wert Street

Buchanan, GA 30113

Regular Meeting

September 1, 2026

Agenda

Chairman – Brian Walker

Vice-Chair – District 1 David Tarpley

District Commissioners - District 2 Danny Elsberry, District 3 Eddie Ivey, District 4 Ryan Farmer

Call to Order

Invocation

Pledge of Allegiance

Chairman's Report

Approval of previous meeting minutes

Regular Meeting Minutes August 4, 2026

Executive Session Meeting Minutes August 4, 2026

Special Called Work Session Minutes August 7, 2026

Special Called Work Session Minutes August 18, 2026

Regular Work Session Minutes August 18, 2026

Special Called Work Session Minutes August 26, 2026

Approval of Agenda

Participation on Agenda Items

Item #1 – Ambucare Contract - Vote

Item #2 – Rezoning Request/Christopher A. Reynolds/RBW Service Group, LLC– Vote

Haralson County tax map information 0098-0073. The property is located on Rockmart and Coppermine Rd. Present zoning is A-1 (agriculture), proposed Conditional Use for a Telecommunications Tower

Item #3 – HCBOE Tax Levy Resolution – Vote

Item #4 – Super Petroleum Annexation Request – Vote

Item #5 – Amendment to Intergovernmental Agreements with the Haralson County Development Authority dated August 18, 2025, and January 20, 2026 – Vote

Item #6 – Intergovernmental Agreement with Haralson County Development Authority Regarding Potential Sale of Approximately 2.5 Acres Being Part of Parcel 00750032 - Vote

Participation on Non-Agenda Items

Adjourn

Individuals with disabilities who require certain accommodations 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 Coordinator at (770) 646-2002 to allow the County to make reasonable accommodation for those persons.

Meeting Minutes

Regular Meeting Minutes August 4, 2026

Executive Session Meeting Minutes August 4, 2026

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HARALSON COUNTY COMMISSIONER

August 4, 2026

Regular Meeting Minutes

Chairman Walker called the meeting to order at 6:00 pm and Lyndon Smith provided the invocation. The Board led the Pledge of Allegiance. Commissioners Tarpley, Elsberry, Ivey, and Farmer were present. County Attorney Avery Jackson was also present.

Chairman's Report

Chairman Walker stated the wife of Don Johnson, former Finance Director, passed away yesterday and to pray for him and his family during this difficult time.

Approval of previous meeting minutes

Regular Meeting Minutes July 7, 2026

Regular Work Session Meeting Minutes, July 21, 2026 Special

Called Meeting Minutes July 21, 2026

Commissioner Elsberry made a motion to approve the minutes as written. This was seconded by Commissioner Ivey, and the motion carried 5-0.

Approval of Agenda

Commissioner Farmer made a motion to approve the agenda as presented. Commissioner Elsberry seconded the motion, and the motion carried 5-0.

Public Hearing on Rezoning Request

Requested by: Christopher A. Reynolds/RBW Service Group, LLC

Haralson County tax map information 0098-0073

The property is located on Rockmart and Coppermine Rd.

Present zoning is A-1 (agriculture), proposed Conditional Use for a telecommunications tower.

Chairman Walker opened the public hearing and asked the applicant to advance to the lectern.

Chris Reynolds with RBW Services Group addressed the commissioners regarding his rezoning request for the property located on Rockmart and Coppermine Road that is zoned agricultural and is asking for conditional use for a telecommunications tower. The tower would be 225' tall with a 10' lightning rod for a total of 235'. It is approximately 1100' north of Rockmart Road and will be within a wooded area to mitigate any visual disturbance. It will be unmanned and will not require water, sewer, or solid waste services, but a technician will visit the site at least once a month for maintenance. The tower will enhance services for Verizon wireless customers but will also enhance 911 coverage availability, fire/sheriff reception, provide better service for rural households, and will cause no interference with current services.

Chairman Walker called for any other public participation for the conditional use rezoning request. Hearing none, the Chairman closed the public hearing.

Participation on Non-Agenda Items

Lyndon Smith, chairman of the Republican Party, stated that Congressman Jack would be in town Saturday, August 8th at 9 am at the Haralson County Chamber of Commerce and invited everyone to come out and have coffee and ask any questions you may have for him. Mr. Smith stated that the Republican Party gives two scholarships to high school students each year, and Congressman Jack will be presenting the scholarships to the recipients at the event.

Item #1 – Executive Session Commissioner Farmer made a motion to go into Executive session for the purposes of discussing personnel and land acquisition. This was seconded by Commissioner Ivey, and the motion carried 5-0.

Commissioner Farmer made a motion to come out of the executive session. This was seconded by Commissioner Ivey, and the motion carried 5-0. Chairman Walker stated there was no action to be taken.

Adjourn

Commissioner Farmer made a motion to adjourn the meeting. This was seconded by Commissioner Elsberry, and the motion carried 5-0.

The meeting adjourned at 7:25 pm.

Submitted by Julia Watson
County Clerk

HARALSON COUNTY BOARD OF COMMISSIONERS
August 4, 2026
EXECUTIVE SESSION MEETING MINUTES

Executive Session began at 6:17 pm

Attendees:

Chairman Brian Walker
Commissioner David Tarpley
Commissioner Danny Elsberry
Commissioner Eddie Ivey
Commissioner Ryan Farmer
County Attorney Avery Jackson
Tara Chapman, Harlson County Development Authority
Gary Broadstreet, Haralson County Development Authority
Tom Crawford, Haralson County Development Authority
Pete Ewing, Haralson County Development Authority
Julia Watson, County Clerk

Item #1 – Executive Session

Commissioner Farmer motioned to go into Executive Session for the purpose of discussing personnel and land acquisition matters. Commissioner Ivey seconded, and the motion carried 5-0.

Upon return, Commissioner Farmer motioned to come out of Executive Session. Commissioner Ivey seconded, and the motion carried 5-0.

Chairman Walker stated no action to be taken at this time.

Executive Session adjourned at 7:23 pm.

Submitted by Julia Watson
County Clerk

HARALSON COUNTY BOARD OF COMMISSIONERS
AUGUST 07, 2026
SPECIAL CALLED WORK SESSION MINUTES

Chairman Walker began the work session at 9:00 AM. Commissioners Tarpley, Elsberry, Ivey, and Farmer were in attendance along with County Attorney, Avery Jackson.

Item # 1 – Ambucare Contract

Bill Hightower voiced his concern that it has taken so long to get through the contract negotiations. He stated that the cost of running the ambulance service is costly with Medicare paying 60% of the bill and private insurance paying 40%, and they are often left to absorb the difference. He also stated that it's difficult to retain quality Paramedics/EMT's because they can earn more in the metro areas. Commissioner Elsberry voiced his concern about the 3% yearly increase that is listed in the contract due to the County having not set a budget yet and still trying to collect outstanding property taxes for last fiscal year. Commissioner Elsberry stated that we can reevaluate the 3% next year once we can move through a regular cycle of collecting property taxes. Commissioner Ivey stated that if the County cannot give the 3% salary increase to the employees that he doesn't feel comfortable giving a 3% increase to Ambucare.

Commissioner Tarpley asked what the status of the 4th ambulance was. Mr. Hightower stated that he's hired 4 of the 6 people needed to man the ambulance and would let the County Clerk, Julia, know when it is fully staffed and in service.

Mr. Hightower stated that he will let Priority know that the BOC wants to remove the 3% and will let Chairman Walker know their response by close of business Monday, August 10th. Chairman Walker stated that the Board will vote on the contract at a Special Called Meeting that will be scheduled for August 18th.

Commissioner Tarpley clarified that the new contract amount of \$912,000 won't be paid until the 4th ambulance is in service. He also questioned why Ambucare had a contract with Tanner for ambulance service when the County's contract states that they aren't supposed to have other contracts outside of the County. Mr. Hightower clarified that the contract they have with Tanner is for Life Flight services.

Item #2 – FY 27 Budget Discussions

4200/4250 – Roads/Sanitation Department – Terry Edwards

Mr. Edwards presented a budget of \$2,735,204 and maintained that the increased budget is due to inflation on products used for road maintenance and products in general. He also maintained that the salary increases he added were necessary to retain good employees. He's asked for 4 additional positions to be closer to being fully staffed but would

compromise with 2 new positions to ease the burden on the current staff. He also asked for raises for some employees to be competitive with surrounding counties and feels this raise will further retain good employees. The Commissioners commended Mr. Edwards for his years of staying within his budget and providing services to the citizens of Haralson County despite inflation on services. The consensus of the commissioners was to leave his budget as presented which includes the 4 new employees he's requested.

1550 – Tax Assessor – Zachery Smith

Mr. Smith presented a budget of \$655,873 which includes salary increases for the staff. Other than the salary increases, other factors for the higher budget are due to appraisal staff maintaining state certifications. He has a full staff and is not requesting any additional positions. The requested amount will be reduced by 6%, as Mr. Smith did not realize that the 3% COLA and 3% performance increase was already added to the overall amount.

3300/3326/3350/3360 – Sheriff's Office – Sheriff Stacy Williams

Sheriff Williams submitted a budget of \$7,672,035. Sheriff Williams stated that he went through his budget and identified 24-line items he could reduce for a total of \$118,600. He stated that they do not include the social security, medical, or health insurance to their numbers, as he relies on the Finance Department to add in that information. Commissioner Tarpley asked Sheriff Williams how he calculated his salary line and how he came in under his salary line for FY 26. Commissioner Tarpley questioned several raises issued to employees after the budget was set last year. Sheriff Williams explained that he would need to do some research to provide an answer. Sheriff Williams did convey that some employees received raises due to a promotion in position. Sheriff Williams stated that they implemented a new system in the jail division where they take inmates that have drug charges and move them into rehab (if they qualify) to hopefully get them in a better position to reduce recidivism which has saved the County \$300K-\$400K a year.

6100 - Recreation Department – Mike Daniel

Mr. Daniel submitted a budget of \$734,279. He stated that field maintenance is an additional cost in the budget because of the new fields being built. He has been handling it himself but has received a quote for a company to handle. Lighting is always an issue, and \$10,000 is the quote received for replacing lights. Growth for participation is anticipated to increase once the new field pod is completed. When the new field pod is completed, he will bring back the 13-14 age group. Commissioner Ivey questioned the cost for all terrain tires for the recreation trucks. The budget shows \$1400 per set which was incorrect. It will be \$1400 for 2 sets. The new field pod will increase the need for additional help in the concession stands, but registration costs will absorb some of those increases. Mr. Daniel wants to add an additional coordinator position to assist with managing the increase in games. Commissioner Tarpley questioned Mr. Daniel about 2 raises he received over the past year. Mr. Daniel explained that the increase was due to his pay and overtime, and he was compensated for the overtime by being made a salary employee.

2200 - District Attorney – Jaeson Smith

Mr. Smith submitted a budget of \$355,891. He reiterated the need for the new software upgrade that will assist with transferring large files. They currently utilize DropBox, but the subscription is about to end, and they don't want to renew the subscription if the commissioners will approve the new software. Mr. Smith stated that the State of Georgia appears to be on board with implementing the same software which will mean the State of Georgia will begin paying the costs for the software storage. He also mentioned that they submitted for a grant through Senator Warnock's office for the software costs but won't know the outcome anytime soon. The District Attorney's office is exhausting all avenues to try and fund the software, but they need it ASAP. Another cost in their budget is the maintenance and repairs on the vehicles they utilize. The State of Georgia provided the cars but does not provide any funding for repairs and maintenance. Training/travel expenses increased because they would like to have 3 county employees GCIC trained. They've asked for new desks which was determined could come from SPLOST funding and would reduce their budget by \$10,000.

3500/3920 - Fire/EMA – Ryan Dobbs

Interim Fire Chief Dobbs submitted a budget of \$3,826,655. County Attorney Avery Jackson is working to determine which is the best pay strategy for our group. At this time, the group is paid on a 28-day cycle. There are currently 13 vacant positions, so 1-man trucks are how the trucks run due to lack of coverage. Many of the firemen are working through their career matrix which is what allows them to receive raises. Mr. Dobbs stated he'd like to begin giving raises for specialty teams. He highlighted several employees who have completed their career matrix and received raises. An increase in the budget comes with the higher cost of fuel which is out of the County's control. Commissioner Ivey stated that he'd like to see the quick response vehicles used more in place of the fire trucks if possible. Doing so will reduce the use of fuel. Mr. Dobbs stated that overtime, repairs, and maintenance are the main components of increasing the budget.

2600 - Juvenile Accountability Court – Danielle Simpson

Ms. Simpson asked to increase the budget to \$101,224, which is what the CJCC grant will reimburse. She stated she desperately needs a part-time case manager which will be paid no more than \$14 an hour. The out-of-pocket cost for the county is \$26,000, which is the vested amount required by the grant program.

After hearing the departments discuss their budget needs, it was the consensus of the commissioners that it seems each department's budget has increased due to inflation and the need to increase salaries to retain employees. The commissioners aren't in favor of utilizing the fund balance to compensate for the additional funds and raising property taxes is the most noteworthy option to explore.

HARALSON COUNTY BOARD OF COMMISSIONERS
AUGUST 18, 2026
SPECIAL CALLED WORK SESSION MINUTES

Chairman Walker began the work session at 5:00 PM. Commissioners Tarpley, Elsberry, Ivey, and Farmer were in attendance.

Item # 1 – Fire Department Evaluation Report – Eddie Robinson

Mr. Robinson began his evaluation by providing a brief background of his career in fire fighting where he recently retired as the fire chief with Cherokee County. He was asked by Haralson County to evaluate and assess the fire department to identify organizational weaknesses, operational concerns, and opportunities for improvement. Mr. Robinson stated that he didn't want to place blame anywhere but wanted to find a solution. He stated that the greatest obstacle currently facing the HCFD is not found exclusively inside the fire stations but is found in the system of governance surrounding the department. He noted that he found a three-fold issue: informal chain of command, commissioners involving themselves in the fire department conflicts, and bypassing HR. He strongly recommended that the commissioners refrain from getting involved and cited the propose/duties of what the commissioners are tasked with. During his evaluation, he determined that HR was bypassed many times and insisted that the HR personnel be involved as much as possible. He stated that the Board of Commissioners should formally adopt a governance policy establishing that operational authority for the HCFD rests with the Fire Chief. The Board should establish expectations, the Fire Chief should manage the Department, and the Board should hold the Fire Chief accountable for the results.

Mr. Robinson also stated that the Fire Department also faces challenges involving apparatus and equipment, staffing, experience, recruitment and retention, officer development, personnel practices, accountability, policies, and organizational trust. He recommended that the County hire a County Manager/County Administrator to strengthen the leadership structure.

Mr. Robinson provided his priority recommendations:

1. Restore and protect the Fire Department chain of command.
2. Clearly separate Board governance from Fire Department management.
3. Conduct a professional, competitive search for a highly qualified permanent Fire Chief.
4. Give the Selected Fire Chief clearly defined authority and hold that Chief accountable for results.
5. Strongly consider creation of a professional county manager/administrator position.
6. Conduct an immediate, independent safety inspection of every frontline and reserve apparatus and every SCBA placed in emergency service.
7. Develop a funded 10-year apparatus and equipment replacement plan.

8. Complete a comprehensive staffing, compensation, recruitment, and retention analysis.
9. Establish objective, promotional standards and enforce them consistently.
10. Require annual and mid-year performance evaluations.
11. Integrate Human Resources into Fire Department personnel administration.
12. Rewrite and modernize Fire Department policies.
13. Establish a formal officer-development and succession program.
14. Develop measurable annual Fire Department performance objectives and report them publicly to the board.
15. Commit as a governing body to ending individual political intervention in routine Fire Department personnel and operational matters.

Mr. Robinson commended the current Fire Department staff for their continual efforts to assist citizens in their times of need and for functioning with what's available to them. He concluded his presentation with charging the County leadership with giving the Fire Department the organizational structure, equipment, staffing, leadership, and the support they need to succeed.

The work session concluded at 6:05 pm.

Submitted by Julia Watson
County Clerk

HARALSON COUNTY BOARD OF COMMISSIONERS

AUGUST 18, 2026

WORK SESSION MINUTES

Chairman Walker opened the work session at 6:13 pm. Commissioners Tarpley, Elsberry, Ivey were in attendance along with County Attorney Avery Jackson. Commissioner Farmer was absent.

Item #1 – Haralson County School District 2026 Tax Levy Resolution

Chairman Walker deferred to County Attorney Avery Jackson to explain the resolution. Mr. Jackson stated that the School Board is issuing a bond and the voters of the county already approved it, and it's a formality for the Board of Commissioners to approve it. Chairman Walker stated that this item would be placed on the September 1st agenda for a vote. Commissioner Ivey asked how much the bond is for, and Mr. Jackson responded that it's for \$8M and isn't sure what it's for. Chairman Walker clarified for the audience that by law, the BOC must approve their bonds and milage rates.

Item #2 – DOAA Sales Ratio Audit – Zachery Smith, Tax Assessor

Zachery Smith stated that every year the tax assessor's office is audited by the State of Georgia. Part of what preempted the 2025 rebound was because of where we stood on our ratio studies. From 2020 to 2025, Haralson County steadily declined on the ratio studies. In 2024, Haralson County was deficient on 9 of 13 metrics which triggered the rebound we experienced. It was discussed to have a vendor assist with the rebound process, but due to extensive costs, the BOC and Board of Assessors decided it was not cost effective to go with the vendor but rather to handle it in house. Based on the 2025 digest ratio analysis, we had an overall equalized ratio of 39.95, and the goal is 40. Compliance is anywhere from 44 down to 36 and for the sake of public utilities, we want to be between 42 and 38. COD is referred to as the measurement of uniformity throughout the county. For residential properties, it is acceptable to be anywhere between 0 and 15, and the residential COD for 2025 was 11.66. For agricultural, commercial, and industrial properties, uniformity is considered anywhere from 0 to 20. The COD for agricultural, commercial, and industrial for 2025 was 12.34. The PRD, which is the measure of bias, for residential is slightly progressive at 99.76 with the acceptable metric being anywhere between 95 to 110. The PRD for agricultural, commercial, and industrial the number is at 100.63.

Item #3 – Super Petroleum Annexation Resolution

Ben Vaughn, attorney for Super Petroleum, spoke to the BOC and asked for their consideration in approving the annexation resolution. TA Travel Center would like to locate their facility at the Waco exit, and the property is considered to be in the City of Bremen. The City of Bremen does not provide water/sewer services to that location. Super Petroleum wants to be reannexed into the City of Waco in order to obtain water/sewer services. Super Petroleum notified the City of Bremen of their appearance at the BOC meeting and needs the resolution approved by Haralson County before they can file for de-annexation with the City of Bremen.

Chairman Walker adjourned the work session at 6:28 PM.

Submitted by Julia Watson
County Clerk

HARALSON COUNTY BOARD OF COMMISSIONERS
August 26, 2026
Joint Meeting with the Haralson County Municipalities
SPECIAL CALLED WORK SESSION MINUTES

Chairman Walker began the work session at 10:00 am.

Meeting Attendees:

Cole Allen, Northwest Georgia Regional Commission
Kisha Moore, Northwest Georgia Regional Commission
Brian Walker, BOC Chairman
Danny Elsberry, BOC District 2 Commissioner
Brett Jones, Mayor, City of Tallapoosa
Philip Eidson, City Manager, City of Tallapoosa
McKay Kelley, City of Tallapoosa
Nicholas Gorzynski, City of Tallapoosa
Sherry Taylor, City Clerk, City of Buchanan
Angie Hood, Mayor Pro-Tem, City of Buchanan
Stephen Nowlin, City Manager, City of Waco
Tara Chapman, President, Haralson County Chamber
Holly Ray, 911 Director, Haralson County
Ryan Dobbs, Interim Fire Chief, Haralson County Fire Department
Matt Williams, Haralson County Fire Department
Mike Daniel, Haralson County Recreation Department
Zachery Smith, Haralson County Tax Assessor
Grace Baughman, UGA Extension Office
Garrick Ratcliff, HBOC Finance Director
Brian Krasielwicz, HBOC HR Director
Julia Watson, HBOC County Clerk

Item # 1 – Northwest Georgia Regional Commission Comprehensive Plan

Cole Allen with Northwest Georgia Regional Commission thanked everyone for attending the meeting and introduced his partner, Kisha Moore. Mr. Allen stated that he provided various handouts to the group that are specific to the cities/county and planned to refer to the handouts during the meeting. Mr. Allen stated that the goal for the day was to focus on strengths and opportunities for Haralson County and the cities. He asked the group about what makes Haralson County great. The group determined the following:

1. Interstate 20
2. Proximity to Atlanta and Birmingham
3. Proximity to the Atlanta airport
4. Land availability
5. Marketable space for industrial use that's already zoned

6. Population growth
7. Control over construction with ordinances requires 5 acres per house in Haralson County
8. Maintaining ruralness
9. Planning and Zoning remains compatible with the cities

Mr. Allen asked what opportunities the group would like to include in the 5-year plan. Mr. Eidson and Mayor Jones of the City of Tallapoosa stated that they'd like to beautify the exit area at I-20 and to upgrade it from being a truck stop.

Mr. Allen stated that water planning is also something that needs to be addressed and is a component in the plan. Most of the northwest region is in the Coosa Valley water region; however, Haralson County is in the Middle Chattahoochee region. Based off water planning, they do expect water usage to increase in this region due to mostly agricultural usage from now until 2060.

Mr. Allen asked Haralson County attendees to review the accomplishments list and respond back to his office within the next few weeks. He also stated that he'd like to finish the process by 10.31.26 in order to adopt the new plan by February of 2027.

The meeting concluded at 10:30 am.

Submitted by Julia Watson
County Clerk

Agenda Item #1

Ambucare Contract

STATE OF GEORGIA COUNTY OF HARALSON

EMERGENCY MEDICAL SERVICES CONTRACT

WHEREAS, Georgia Law 1989, § 8(20), f 3546 and 3552 authorizes the Board Commissioner of Haralson County, Georgia (hereinafter referred to as "The County") to provide for services established under Article IX, § II, f III of the 1983 Constitution of the State of Georgia; and

WHEREAS, Article IX, § 11, 1 III (a) (3) of the 1983 Constitution authorizes the county to provide ambulance and emergency rescue services, and O.C.G.A. § 36-60-13, as amended authorizes the county to enter into a multi-year contract for the furnishing of services; and

WHEREAS, the county deems that the furnishings of quality emergency medical services within the corporate limits of each municipality in the county and within the unincorporated limits of the county is important to its citizens and does not unnecessarily duplicate services and facilities; and

WHEREAS, the emergency medical services should be operated as economically and efficiently as possible to serve, safeguard, and protect the public health and general well-being of its citizens; and

WHEREAS, AMBUCARE, LLC, hereinafter referred to as ("The Contractor") is licensed to operate emergency medical services in Georgia and desirous of furnishing the citizens of Haralson County, Georgia, with emergency medical services; and

WHEREAS, in consideration of the mutual benefits and consideration accruing to each of the parties hereto and for the benefit of the citizens of Haralson County, which benefits are hereby expressly acknowledged, Haralson County, Georgia hereby contracts with the contractor for the following purposes:

NOW, THEREFORE, the parties hereto mutually agree as follows:

SECTION 1. REPRESENTATION OF THE PARTIES.

Each party hereto makes the following representations and warranties, which are specifically relied upon by all of the other parties as a basis for entering this agreement:

Unless otherwise authorized by its articles of incorporation, bylaw, or a resolution of the Board of Commission, the contractor has authority to execute and deliver this agreement.

The County is a political subdivision of the State of Georgia and has validly adopted a resolution to authority the entity to enter this agreement at a public meeting pursuant to the Open Meeting [Act, O.C.G.A. § 50-14-1 et seq.

SECTION 2. TERMS OF CONTRACT AND RENEWAL PROVISIONS.

The term of this agreement shall commence on July 1, 2026 and shall automatically renew each subsequent Fiscal year through June 30, 2029 unless otherwise terminated under the terms of this agreement. In accordance with O.C.G.A. § 36-60-13, as amended, this contract shall terminate absolutely and without further obligation on the part of the county at the close of each fiscal year provided, however, this agreement may be automatically renewed unless official action is taken by the county to terminate the Agreement at the close of said fiscal year. In the event this contract is renewed, the term shall be extended for (1) fiscal year. Said contract shall automatically renew within a 90 day time period prior to renewal

date.

SECTION 3. LICENSE AND FRANCHISE.

The county agrees to adopt a resolution recognizing the contractor as the exclusive agent to furnish emergency and non-emergency ambulance service within the county. The county acknowledges that the contractor is to receive all E-911 calls. Contractor agrees to comply with each and every provision of the Emergency Medical Service Act of the State of Georgia as modified in O.C.G.A. §31-11-1 et, seq., as amended, with rules and regulations to carry out the provisions thereof as established by the Georgia Department of Human Resources at Chapter 290-5-30 et. Seq., as amended and all traffic laws and rules within the various municipalities within the County.

SECTION 4. COMPENSATION.

The county agrees to provide a subsidy for emergency medical services that originates within the limits of Haralson County, Georgia. Haralson County hereby agrees to allocate and appropriate to contractor, in addition to such income from fees for services, an amount of \$60,041.67 each month, which monthly amount shall increase to \$76,000.00 each month upon notice and confirmation of a fourth ambulance becoming fully operational as required in Section 2 of Exhibit A, so long as the contractor substantially complies with this agreement, the laws of the State of Georgia, the Rules and Regulations thereof, which affect the performance of the obligation is of contractor herein, and the ambulance ordinances adopted by Haralson County, Georgia, and previously incorporated herein. Monthly payments shall be paid on or before the 15th day of each calendar month. The county agrees that once Ambucare, LLC has a fourth ambulance that becomes fully operational, as required in Sec. 2 of Exhibit A, (i.e. operates 24 hours a day, 7 days a week), then the monthly subsidy for emergency medical services shall be \$76,000.00. In the event that an increase to the monthly rate becomes effective on any day other than the first day of a calendar month, the total monthly installment due for that specific month shall be prorated on a daily basis for the month.

In accordance with O.C.G.A. § 36-60-13, as amended, the obligation of the County under this Agreement shall be \$720,500.00 for Fiscal Year July 1, 2026 through June 30, 2027, which amount shall increase to \$912,000.00 upon the Contractor having a fully operational fourth ambulance as set forth above, plus any additional monies to which the Contractor may be entitled under Section 4 of this Agreement. The payment of funds referenced in this paragraph is consideration for the Contractor's performance of the obligations set forth in this Agreement.

The contractor may apply to negotiate an adjustment to contractor's emergency care subsidy payment in the event changes in service significantly increases the contractor's cost to perform its obligation set under this agreement. All such negotiations shall be conducted at least 90 days prior to renewal date according to the contractual terms. Failure to notify parties within the 90 day time period will result in automatic renewal of existing contractual agreement. The burden of proving the facts supporting such an application shall rest with the contractor. The amount of such an adjustment shall be only as the Contractor and the county agree.

SECTION 5. ADDITIONAL TERMS.

Additional terms of this agreement (Exhibit A) are included in the document entitled "Specifications for Emergency Medical Service Agreement" (attached hereto and herein after "Specifications" and Exhibit A)), which is expressly incorporated into the provisions of this agreement. Contractor agrees to provide, at

a minimum, the level of services identified and required by the county as part of the "Specifications for Emergency Medical Service Agreement".

SECTION 6. INSURANCE.

Contractor agrees to provide insurance coverage as provided by the Specifications and for all ambulance vehicles maintained and operated in Haralson County, Georgia.

SECTION 7. INDEMNIFICATION.

As between the county and the contractor, the contractor shall assume responsibility and liability for any damage, loss, or injury, including death, of any kind or nature whatever to person or property, including employees and property of the county, caused by or resulting from any error, or omission of the contractor, or the negligent act of the contractor or its subcontractors or any of their officers, agents, servants, or employees, arising from the performance of the work under this agreement. The contractor shall defend, indemnify, and hold harmless the county and all of its officers, agents, servants, or employees from and against any and all claims, damages, charges, or expenses to which the county or any of its officers, agents, servants, or employees may be put or subjected by reason of any such damage, loss or injury. The contractor expressly agrees to defend against any claims brought or actions filed against the county, where such claims or actions involves, in whole or part, the subject of the indemnity contained herein, whether such claims or actions challenge, in whole or in part, the provisions of this agreement, or whether such claims or actions are rightfully or wrongfully brought or filed by third parties.

SECTION 8. ASSIGNMENT.

The contractor shall not assign any interest under this agreement or monies due there from without the prior written consent of the county. The contractor shall retain personal control and shall provide personal attention to the fulfillment of its obligations pursuant to this agreement.

SECTION 9. TRANSFER TO SUCCESSOR IN INTEREST.

Contractor shall not transfer this agreement without the prior written consent of the county.

SECTION 10. REMEDIES.

In the event a party to this agreement commits an act of breach as described in this agreement, written notice of the breach shall be forwarded to the breach party by certified mail.

SECTION 11. ARBITRATION

The parties hereby agree to submit any controversy arising under this agreement to arbitration pursuant to the provisions of O. C. G. A. 9-9 ET. Seq., the Georgia Arbitration Code. The provisions of the arbitration code shall in all respects govern such arbitration. The parties hereby agree to comply with and to be governed by the provisions of said arbitration code as to any controversy so submitted to arbitrations. The arbitration decisions shall be enforceable by a court of competent jurisdiction.

SECTION 12. MODIFICATIONS.

This agreement may be changed or modified in writing and signed by all parties. Otherwise, agreement, together with the specifications, constitutes the sole and entire agreement between parties.

This agreement includes the specifications to the ambulance agreement, the agreement between the parties, and all oral agreements or understandings incorporated herein. This agreement shall not be altered, changed or amended except in writing signed by all parties hereto.

SECTION 13. GOVERNING LAW.

This agreement and all transactions contemplated hereby, shall be governed by, construed and enforced in accordance with the laws of the State of Georgia.

SECTION 14. SEVERABILITY.

Should any provision of this agreement or application thereof to any persons or circumstance be held invalid or unenforceable, the remainder of this agreement, or the application of such provision, to any person or circumstance, other than those to which it is held invalid or unenforceable to the full extent permitted by law.

SECTION 15. NOTICE.

All notice, demands, or request require or permitted to be given pursuant to this agreements *shall* be in writing and shall be deemed to have been properly given or served and shall be effective on being deposited in the United States mail, postage prepaid and registered, or certified with return receipt requested to the addresses shown below or when transmitted to any telephone number appearing below, provided, however, in those cases where a telephone number is stated on the execution page for a particular party, notice to such party must be given by telephone message to such number to be effective notice hereunder.

HARALSON COUNTY BOARD OF
COMMISSIONERS
155 Van Wert Street
Buchanan, Georgia 30113
Tele: (770) 646-2002

AMBUCARE, LLC
P.O. Box 664
Bremen, Georgia 30110
Tele: (770) 537-1946

WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized officers, have hereunto set their is in triplicate, each of which shall be considered and on this the ____ day of __
_____, 2026.

HARALSON COUNTY BOARD OF COMMISSIONERS
BUCHANAN, Georgia

Brian Walker, Chairman; Haralson County
Board of Commissioners

Attest: Julia Watson, County Clerk

William P. Hightower, CAO Ambucare, LLC

EXHIBIT A

SPECIFICATIONS FOR HARALSON COUNTY EMERGENCY MEDICAL SERVICES AGREEMENT

SECTION 1

STATEMENT OF WORK

The Contractor shall furnish emergency ambulance service for the citizens of the County. The Contractor shall manage the day-to-day operations, field operations, billing, collections, purchasing, and other operational functions. The Contractor shall negotiate mutual aid agreements and provide such notification to Haralson County E-911.

SECTION 2

MINIMUM NUMBER OF ASSIGNED EMERGENCY (ALS) UNITS

The Contractor will provide a minimum of four (4), 24-hour, seven (7) day per week ALS units in Haralson County for emergency coverage. Under no circumstances will these units be used for Contract Work, however, they may be used for non-emergency calls.

Unit Locations:

Four (4) Ambulances in Service for Emergency Calls-One, with a minimum of 1 unit in the Buchanan Area, 1 unit in the Bremen Area, 1 unit in the Tallapoosa area, and 1 rotating unit place in peak volume areas.

SECTION 3

INSURANCE REQUIREMENT

Contractor shall maintain the minimum insurance coverage limits as prescribed by applicable Georgia Laws. Insurance shall be evidence by delivery of Certificates of Insurance executed by a suitable financially stable insurance carrier that is licensed or permitted in Georgia to underwrite insurance, listing coverage and limits, expiration dates and terms of policies. Insurance requirements shall remain in effect throughout the term covered in the agreement and any extensions.

SECTION 4

EMERGENCY RESPONSE TIME REQUIREMENTS

(A) The County has designated priorities with which the Contractor must comply by meeting specified Emergency Response Times. The designation of a request for service as life threatening emergency' is accomplished by presumptive prioritization by the E-911 Communication Officer (dispatcher) in accordance with the current Medical Priority Dispatch System (MPDS) protocols.

(B) The Emergency Response Time requirement is measured from the time the Haralson County E- 911 dispatches the medical unit, to the arrival of that unit at the designated street address. The

average response time for all EMS calls in any monthly period shall be equal or less than thirteen (13) minutes, without an unrealistic increase in call volumes.

SECTION 5

ADDITIONAL RESPONSIBILITIES OF CONTRACTOR

- (A) Maintain good working relationships with Public Safety Officials.
- (B) Provide the public with information concerning EMS services
- (C) Contractor shall not delay or deny any treatment due to patient's ability to pay.
- (D) If emergency assets permit, participate in all EMA and local hospital disaster exercises.

TRANSPORTATION OF PUBLIC SAFETY OFFICERS

Ambucare, LLC will provide transportation of Public Safety Officers on duty whenever an ambulance reasonably necessary for such trips within Haralson County. For trips required outside of the county Haralson County shall pay Ambucare, LLC one-half the normal base rate for such trips and one half of the mileage.

TRANSPORTATION OF PRISONERS

Ambucare, LLC will transport prisoners held at either the Haralson County Jail or any city holding facility within the boundaries of Haralson County whenever an ambulance is reasonably necessary for such trips within Haralson County at no charge. For trips required outside the county, Haralson County shall pay Ambucare, LLC one-half the normal base rate and one half of the mileage..

TRANSPORTATION OF DEMISED PERSONS

Contractor transport demised persons upon the request of the Haralson County Coroner's Office or a representative of that office to local hospital if services are available, or morgues for identification and/or examination at no charge.

SECTION 6

SPECIAL EVENTS STAND-BY COVERAGE

The contractor shall provide Haralson County necessary assets to ensure safety during Public Safety training activities if units are available to the County, the unit should remain in a centrally zoned location and the Public Safety training held in abeyance pending confirmation of additional emergency response assets.

SECTION 7

COMPLIANCE REGULATIONS

- (A) All services furnished by the Contractor shall be rendered in compliance with all applicable federal, state and local laws, rules and regulations. It is the Contractor's responsibility to maintain compliance under such laws, rules and regulations under CAAS Accreditation that apply to services rendered under this agreement.

- (B) Contractor shall remain in good standing the Georgia Department of Human Resources, Medicaid and Medicare.
- (C) The Contractor shall hold appropriate state ambulance license or permits upon demand. The Contractor shall show proof of its employee's state and local certifications if applicable.
- (D) Contractor shall remain in good standing with the Commission on Accreditation of Ambulance Services and hold that accreditation valid.

SECTION 8

VEHICLE AND EQUIPMENT STANDARDS

- (A) Ambulance furnished under the agreement shall meet or exceed vehicle specifications as specified in the document entitled "Federal Specifications Ambulance Emergency Medical Care Vehicle" as published by the General Service Administration, DOT Federal Specifications KKK 1822 in effect at the time of manufacture. In the alternative, Contractor may use ambulances approved or licensed by the Georgia Department of Human Resources.
- (B) Each Ambulance shall be equipped with all required equipment and supplies for operations as required by State and Local regulations as well as the regulations of the Commission on Accreditation of Ambulance Services and approved medical protocols. The specific intent of this provision is to ensure that the Contractor has adequate equipment to service the county.

SECTION 9

COMMUNICATIONS

- (A) Each Ambulance shall be equipped with mobile radio with radio frequency approved by the E-911 Director that can communicate with Haralson County E-911, and all other public safety agencies within the boundaries of Haralson County. Each ambulance crew shall have a portable radio and/or pager, which can be accessed by Haralson County E-911. The E-911 center shall be responsible for only those units assigned to the center for emergency calls as defined by the Haralson County Medical Director.
- (B) Haralson County shall provide the Contractor with twenty-four (24) hour per-day emergency dispatch along with time and voice recordings (maintained for 30 days only). Haralson County will furnish to the Contractor that information and/or documentation.
- (C) The Contractor shall maintain a radio frequency license with the appropriate authorities that are compatible with Haralson County 911.
- (D) Any expense incurred to maintain the communication between the Contractor and E-911 shall be the responsibility of the Contractor. Contractor equipment installed (on-site) at the E-911 Center shall remain the responsibility of the Contractor except in those cases where negligence by a county employee(s) (E-911 contributed to the failure).

SECTION 10

OTHER PROVISIONS

- (A) Review and Assessment: During normal business hours, officers so designated by the Commissioner of Haralson County, may review and assess the Contractor's operations. The Contractor shall make available to the County information with respect to all matters covered by this agreement.

- (B) Rights and Remedies not waived: Payment under this agreement shall not be a waiver by the County of any claims for breach or default.
- (C) Extrication: Haralson County Fire Department agrees to release Contractor from carrying such extrication equipment on assigned ambulance units in Haralson County.

IN **WITNESS WHEREOF**, the parties hereto, acting by and through their duly authorized officer, have here to set their seals in triplicate, each of which shall be considered and original, on this the ____ day of _____, 2026.

BOARD OF COMMISSIONERS
HARALSON COUNTY, GEORGIA

Brian Walker, Chairman, Haralson County
Board of Commissioners

Attest: Julia Watson, County Clerk

William P. Hightower, CAO Ambucare, LLC

Agenda Item #2

Rezoning Request/Christopher A. Reynolds/RBW Service Group, LLC

APPLICATION FOR CONDITIONAL USE PERMIT

HARALSON COUNTY, GEORGIA

(Applicant shall complete all those categories written in bold lettering only.)

Application No: _____ Filing Date & Time: _____

Map No: 0098 Parcel No: 0073 Fronting On: _____ Road

Zoning District: A-1 Present Use of Property: _____

Adjacent Zoning to: North _____ South _____ East _____ West _____

Applicant's Name: CHRISTOPHER A. REYNOLDS Phone: (251) 253-3152

RBW SERVICES GROUP, LLC
Mailing Address: 1003 WASHINGTON STREET, TALLAHASSEE, FLORIDA 32303

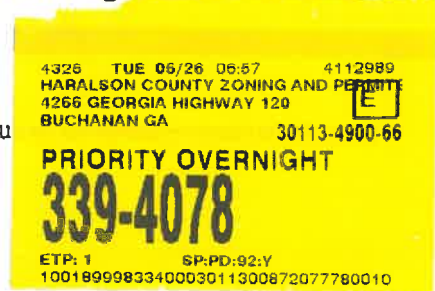
Owner of Property: THOMAS AIKENS Phone: (404) 372-9277

Proposed Conditional Use: PLACEMENT OF TELECOMMUNICATIONS FACILITY ON AG PROPERTY

(In order to be scheduled for consideration, the following attachments must be included with this application.)

- ☐ Applicant's Notarized Authorization to act on behalf of Property Owner
- ☐ Copy of the Warranty Deed of the Subject Property
- ☐ Property Owner's Notarized Certification of Ownership and Zoning Compliance
- ☐ Political/Financial Disclosure Statements by Owner and Applicant
- ☐ Outline Survey of the Overall Subject Property prepared by a Registered Surveyor
- ☐ Site Development Plan prepared by a Registered Surveyor, Engineer, or Architect
- ☐ Topographical Survey (4 ft. Contour Interval) prepared by a Registered Surveyor
- ☐ Environmental Development Constraint Statement prepared by a Registered Surveyor
- ☐ Landscaping Plan prepared by a Registered Surveyor, Engineer, or Architect
- ☐ Plans and Elevations of all Proposed Structures by a Registered Engineer
- ☐ Application Fee

(In addition to the attachments listed above, there may be other submissions required)



**ADDITIONAL SUBMISSION REQUIREMENTS
OF
PERSONAL WIRELESS SERVICE PROVIDERS**

HARALSON COUNTY, GEORGIA

(The following submissions are in addition to those required by the basic permit application.)

1. An inventory of existing personal wireless service facilities within Haralson County or within one-half mile of the border thereof, including specific information about the location, structure height, base elevation above sea level, and design of each tower or antenna.
2. An inventory of potential future facility sites within the Haralson County area.
3. A determination based on sound engineering evidence demonstrating whether the proposed location will provide optimal vs. minimal level of coverage.
4. Evidence that the applicant has investigated by certified mail inquiries the possibilities for locating the proposed facilities on an existing tower, the use of stealth technology, or siting at another location where a more optimal level of coverage can be provided.
5. Copies of all responses to the certified letters required above.
6. A summary explanation of why the applicant believes the proposed facility cannot be located on an existing tower.
7. A summary explanation of why the applicant believes that the use of an alternative tower structure is not possible.
8. An estimate detailing the total cost of locating the proposed personal wireless facility. Upon completion of construction and prior to commencing operation, the actual final completed cost shall be certified.
9. An explanation based upon sound engineering evidence demonstrating whether the location of the proposed tower is necessary in the interest of public safety or is sited because of practical necessity.
10. Evidence that the communications tower is structurally designed to support at least one user for each twenty (20) feet of height or part thereof.
11. A signed statement indicating that the applicant, provider, and landowner will diligently negotiate in good faith to facilitate co-location of additional personal wireless service facilities by other providers on the applicant's structure or within the same site location.
12. A legal description of the cell site.

13. Copies of any environmental documents required by all federal or Georgia agencies.
14. A statement of the approximate distance between the proposed facilities and the nearest residential property.
15. Certification by a Georgia registered professional engineer that states that the construction will cause the tower to crumble inward so that, in the event of collapse, no damage to adjacent areas will result.
16. Proof of liability insurance against all risks in an amount not less than two million (2,000,000) dollars naming Haralson County, its officials, employees, and appointees as co-insured, and indemnifying those officials, employees, and appointees from all costs and liability resulting from the approval and installation of the subject personal wireless facility.
17. A notarized letter signed by the applicant stating the tower will comply with all EIA Standards and all applicable local, state, and federal laws and regulations.
18. Certification that the antenna usage will not interfere with other adjacent or neighboring transmission or reception functions.
19. Certification that the telecommunications provider is licensed by the FCC if required to be so licensed under FCC regulations.
20. If the applicant is not the telecommunications service provider, proof of lease agreements with a FCC licensed telecommunications provider if such telecommunications provider is required to be licensed by the FCC.

(The applicant shall number each submission required herein and attach such to the appropriate application.)

APPLICANT REZONING DISCLOSURE STATEMENT

(O.C.G.A. 36-67A-1 et seq.)

Property/Financial Disclosure

Does *any* member of the Board of Commissioners *or* Planning Commission; or family member of a member of the Board of Commissioners *or* Planning Commission have a financial *or* property interest in the subject property *for* which a zoning change has been requested *or* in a corporation, partnership, firm, trust, or association which has a property interest in the subject property?

None known

If so, describe the nature and extent of such interests: _____

Campaign Contribution Disclosure

Has the applicant *or* the attorney representing him/her in the rezoning action made within two (2) years immediately preceding the filing of this application for rezoning, campaign contributions aggregating \$250.00 or more, or made gifts having a combined value of \$250.00 or more to a member or members of the Board of Commissioners or Planning Commission?

No

If so, give the name and official position of the member(s) to whom the campaign contribution or gift was made, the dollar amount of each campaign contribution or gift, an enumeration and description of each contribution or gift and the date of each such contribution or gift:

I certify that the foregoing information is true and correct, this 20th day of May, 2026


Applicant's Signature

Applicant's Attorney (if Representing
Applicant in the Rezoning Action)

APPLICANT REZONING DISCLOSURE STATEMENT

(O.C.G.A. 36-67A-1 et seq.)

Property/Financial Disclosure

Does any member of the Board of Commissioners or Planning Commission; or family member of a member of the Board of Commissioners or Planning Commission have a financial or property interest in the subject property for which a zoning change has been requested or in a corporation, partnership, firm, trust, or association which has a property interest in the subject property?

If so, describe the nature and extent of such interest: _____

Campaign Contribution Disclosure

Has the applicant or the attorney representing him/her in the rezoning action made, within two (2) years immediately preceding the filing of this application for rezoning, campaign contributions aggregating \$250.00 or more, or made gifts having a combined value of \$250.00 or more to a member or members of the Board of Commissioners or Planning Commission?

If so, give the name and official position of the member(s) to whom the campaign contribution or gift was made, the dollar amount of each campaign contribution or gift, an enumeration and description of each contribution or gift and the date of each such contribution or gift:

I certify that the foregoing information is true and correct, this ____ day of _____, 19____.

Applicant's Signature

Applicant's Attorney (If Representing
Applicant in the Rezoning Action)

PROPERTY OWNER'S CERTIFICATION OF
OWNERSHIP AND ZONING COMPLIANCE

I do hereby certify that I own at least a fifty-one (51) percent interest in the property described in the foregoing application.

I do hereby further certify that the subject property is presently in compliance with the current zoning ordinances for Haralson County, Georgia. I am aware that an application for a rezoning, variance, or special exception will not be received unless the subject property is in compliance with the zoning ordinance.

I do hereby further certify that the agent listed below is authorized to file this application and represent me in these proceedings.

Owner

Sworn to and subscribed
before me this ____ day of
_____, 19____

Notary Public, _____ County, GA
My Commission Expires:

Name of Agent: _____

Address: _____

Telephone Number: _____

Haralson County

DATE FILED WITH PLANNING COMMISSION: 5-26-26
DATES OF NOTICE IN NEWSPAPER: 6-18 & 6-25
DATE OF SIGN POSTING: 6-11-26
DATE OF PUBLIC HEARING: 7-14-26

FEES PAID:

1. Sign Deposit: _____
2. Rezoning Fee: _____
3. Other: _____

RECOMMENDATION OF PLANNING COMMISSION:

APPROVAL: APPROVED 3-0

DENIAL: _____

REASON(S) FOR RECOMMENDATION: MEETS ALL CONDITIONAL
USE REQUIREMENTS.

DATE: 7/14/26

Jason Hulsey
Signature of Chairman

FOR OFFICIAL USE ONLY
(County Commissioners)

DATE RECOMMENDATION RECEIVED: _____

DATES OF NOTICE IN NEWSPAPER: _____

DATE OF SIGN POSTING: _____

DATE OF PUBLIC HEARING: _____

DATE OF ACTION: _____

ACTION TAKEN: _____

APPROVAL: _____

DENIAL: _____

DATE: _____

Signature of Chairman

NOTE: This completed form is to be kept on file in the Zoning Administrator's Office.

REZONING/SUB-DIVIDING PROCEDURES

A fee accompanies all applications

1. Applications must be completed with inserts when submitted (no exceptions)
2. The applicant should give actual notice of the hearing to all adjoining property owners within 1,000 ft. of all property lines.
 - a) It can be given in person or by certified mail, return receipt.
If certified mail is used, the adjoining property owners must receive the letter at least 3 business days after the postmark of the letter. If actual notice is given in person, the applicant should furnish to the Zoning Administration acknowledgement of the notice signed and dated by the person receiving it and witnessed by a person other than the applicant.
 - b) Roads, streets, or railroad right of ways shall be disregarded.
 - c) The notice should contain the following information:
Name and address of the applicant
Address and location of the property requesting the change
Current Zoning
Date, time, and place of public hearing
3. Certified receipts must be returned to Zoning Office by _____ (you must meet this deadline in order to qualify for the scheduled hearing date or the hearing will have to be postponed until the next month).
You will then be given a sign to post on the property, and the zoning office will run notice in the newspaper for two consecutive weeks before public hearing.

Signature of applicant

Date

BOOK 646 PAGE 14
HARALSON County, Georgia
Real Estate Transfer Tax
Paid \$ 175.10
Date APRIL 29TH, 2003
Jo Ann Hutcherson
Clerk of Superior Court

FILED & RECORDED
CLERK, SUPERIOR COURT
HARALSON COUNTY, GA.

2003 APR 29 AM 9:00
BY *Mary Ann Weatherly, Deputy*
JO ANN HUTCHERSON, CLERK
RECORDED DEED BOOK 646,
PAGES 14 & 15

Return to:
MCCALLA, RAYMER, PADRICK, COBB, NICHOLS & CLARK, LLC
168 N. JOHNSTON STREET, SUITE 106
DALLAS, GA 30132

JOINT TENANCY WITH SURVIVORSHIP WARRANTY DEED

STATE OF GEORGIA
HARALSON COUNTY

THIS INDENTURE, made the 18th day of April, in the year two thousand and Three, between VIRGINIA OSBORNE

of the County of Haralson, and State of Georgia, as party or parties of the first part, hereinafter called Grantor, and

THOMAS AIKENS and LINDA AIKENS

as joint tenants with survivorship and not as tenants in common as parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor for and in consideration of the sum of **TEN AND NO/100 DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATION**, in hand paid at and before the sealing and delivery of these presents, the receipts whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantees, as joint tenants and not as tenants in common, for and during their joint lives, and upon the death of either of them, then to the survivor of them, in fee simple, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor, the following described property:

See Exhibit "A" attached hereto and made a part hereof.

THIS CONVEYANCE is made subject to all zoning ordinances, easements and restrictions of record affecting said described property.

TO HAVE AND TO HOLD the said tract or parcel of land, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantees, as joint tenants and not as tenants in common, for and during their joint lives, and upon the death of either of them, then to the survivor of them in **FEE SIMPLE**, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor.

THIS CONVEYANCE is made pursuant to the Official Code of Section 44-6-190, and it is the intention of the parties hereto to hereby create in Grantees a joint tenants estates with right of survivorship and not as tenants in common.

AND THE SAID Grantor will warrant and forever defend the right and title to the said described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

Signed, sealed and delivered in the presence of:

Witness

Notary Public

My Commission Expires: My Commission Expires July 22, 2003

Virginia Osborne (Seal)
VIRGINIA OSBORNE

(Seal)

(Seal)

(Seal)

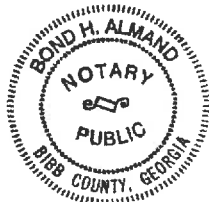


Exhibit "A"

All that tract or parcel of land lying and being in Land Lot 1084 of the 20th District, 3rd Section, Haralson County, Georgia, containing 22.73 acres, mor or less, as shown on plat prepared for Thomas P. Aikens and Linda Aikens by Elbert H. Angel, Registered Land Surveyor Number 1742, dated April 16, 2003, and recorded in Plat Book 33, Page 129, in the office of the Clerk of Superior Court of Haralson County, Georgia. Said plat together with the boundaries, metes, courses and distances thereon are incorporated herein and by reference are made a part of this description as fully as if set out herein.

PROPERTY OWNER'S CERTIFICATION OF
OWNERSHIP AND ZONING COMPLIANCE

I do hereby certify that I own at least a fifty-one (51) percent interest in the property described in the foregoing application.

I do hereby further certify that the subject property is presently in compliance with the current zoning ordinances for Haralson County, Georgia. I am aware that an application for a rezoning, variance, or special exception will not be received unless the subject property is in compliance with the zoning ordinance.

I do hereby further certify that the agent listed below is authorized to file this application and represent me in these proceedings.

Owner

Thomas Aikens

Linda Aikens

Thomas Aikens Linda Aikens

Sworn to and subscribed
before me this 8th day of

April, 2026 2026

Lynda Wilson

Notary Public, _____ County, GA

My Commission Expires:



Name of Agent: RBW Services Group, LLC

Address: 1003 Washington Street, Tallahassee, FL 32303

Telephone Number: 850-566-6761 / dan@rbwservicesgroup.com

Board of County Commissioners
Haralson County, Georgia

Planning Services Authorization

I/we, the undersigned

Owners hereby authorize Dan Ausley / RBW Service Group

connection with the following application(s):

to act as my/our agent in

☒ Conditional Use Permit

on the following described property located in Haralson County, Georgia:

Legal Description (provide below or attach)

All that tract or parcel of land lying and being in Land Lot 1084 of the 20th District, 3rd Section, Haralson County, Georgia, containing 22.73 acres, more or less, as shown on plat prepared for Thomas P. Aikens and Linda Aikens by Elbert H. Angel, Registered Land Surveyor Number 1742, dated April 16, 2003, and recorded in Plat Book - 33, Page --111.L., in the office of the Clerk of Superior Court of Haralson County, Georgia. Said plat together with the boundaries, metes, courses and distances thereon are incorporated herein and by reference are made a part of this description as fully as if set out herein.

Thomas Aikens

Signature

Thomas Aikens
Printed Name

Linda Aikens

Signature

Linda Aikens
Printed Name

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence notarization this 8th day of April, 2026, by

Thomas Aikens & Linda Aikens, who are personally known to me or who has produced the following identification:

Lynda Wilson

Notary Signature

Notary Public, State of Georgia
My Commission expires 8-09-2029

Agent Contact Information



Zoning Narrative for Conditional Use Permit

This narrative is submitted in support of a Conditional Use Permit (CUP) application for the construction of a new personal wireless service facility on the subject parcel.

1. Compatibility With Surrounding Land Uses

The proposed facility is located on a large rural parcel with surrounding agricultural and low-density residential uses. The tower site is positioned deep within the property, screened by existing vegetation, and set back significantly from all property lines. The unmanned nature of the facility ensures no noise, traffic, odor, or operational impacts to adjacent properties.

2. Compliance With Zoning District Standards

The subject parcel is zoned AG – Agricultural, where personal wireless service facilities are permitted as a Conditional Use. The proposed tower meets all dimensional, setback, height, and design requirements of the Haralson County Zoning Ordinance.

3. Minimization of Visual Impacts

The tower site is surrounded by mature natural vegetation. This vegetation provides screening to help mitigate visual impact to the surrounding area. No lighting is proposed except FAA-required obstruction lighting.

4. Adequacy of Public Facilities

The facility is unmanned and requires no water, sewer, or solid-waste services. Electrical service will be provided by the local utility. The facility generates no traffic other than periodic maintenance visits. The site will pose no strain on the existing public facilities.

5. Safe and Adequate Access

Vehicular access to the proposed facility will be provided via the existing public road, with new access improvements constructed as shown on the provided construction drawings. The project includes construction of a dedicated access drive from the road to the lease area, designed to accommodate maintenance traffic. The access route will be graded, stabilized, and constructed in accordance with County standards to ensure safe, all-weather access to the unmanned facility.

ADDITIONAL SUBMITTAL INFORMATION

1. Inventory of Existing Personal Wireless Service Facilities

The RF Justification includes a map and list of existing Verizon sites in the region. These sites are located between 2 and 10 miles from the proposed location and do not provide adequate coverage to the Trinity Church Road corridor.

2. Inventory of Potential Future Facility Sites

The surrounding area has been evaluated and it has been determined that no alternative parcels or structures within the required search ring can meet the RF coverage objective. The proposed location is a viable site capable of resolving the documented coverage gap.

3. Optimal vs. Minimal Coverage Determination

The RF Justification demonstrates that the proposed location provides the optimal coverage solution. Existing sites cannot meet the minimum signal strength required for reliable service due to distance, terrain, and tree canopy.

6. Why the Facility Cannot Be Located on an Existing Tower

There are no existing towers within the RF-defined search area capable of meeting the coverage objective. The submitted RF propagation maps indicate the current coverage in the area and the increase of coverage from with the proposed site in place.

7. Why an Alternative Tower Structure Cannot Be Used

There are no suitable alternative structures (water tanks, utility structures, tall buildings, etc.) within the search area. The surrounding area is rural and lacks vertical infrastructure of sufficient height. This is why we are proposing the placement of this tower facility.

8. Estimated Cost of the Facility

The estimated cost of constructing for the proposed facility is \$150,000.

9. Public Safety / Practical Necessity Statement

The proposed facility is intended to provide significant improvements in service within the surrounding area. Reliable wireless coverage is essential for public safety, emergency response, and the ability of residents and travelers to place and receive calls when needed. The improvements achieved by the proposed facility are therefore necessary to support public safety and meet practical service requirements in this portion of Haralson County.

10. Structural Capacity Certification

The tower will be engineered to support at multiple carriers. A Georgia-licensed Professional Engineer will certify structural compliance at the building-permit stage.

11. Co-Location Good-Faith Statement

The applicant, provider, and landowner affirm their willingness to negotiate in good faith to facilitate co-location by additional carriers on the proposed tower.

12. Legal Description of the Cell Site

A full legal description of the subject parcel and lease area is included in the application packet. Located in both the deed and the survey.

13. Environmental Documents

Copies of the required NEPA are included in the submittal package.

14. Distance to Nearest Residential Property

The proposed tower has been sited on the property so that it complies with Haralson County's applicable setback requirements for its height and zoning district. The distances to the nearest property lines and off-site structures are shown on the stamped site plan and survey included with this application.

15. Fall-Zone / Inward-Collapse Certification

A Georgia-licensed Professional Engineer will certify that the tower is designed to collapse inward in the event of structural failure, ensuring no damage to adjacent properties.

16. Liability Insurance

Proof of liability insurance in the amount of \$2,000,000, naming Haralson County as co-insured, will be provided prior to construction.

17. Compliance With EIA Standards and Applicable Laws

The applicant will provide a statement confirming compliance with all EIA standards and all applicable local, state, and federal regulations.

18. Non-Interference Certification

The applicant certifies that the proposed antenna usage will not interfere with adjacent or neighboring transmission or reception functions and will comply with all FCC interference regulations.

19. FCC Licensing Certification

Verizon Wireless is licensed by the FCC to operate on the frequencies proposed for this facility.

20. Proof of Lease Agreements

Memorandum of agreement will be provided.

Conclusion

The proposed facility is necessary to provide reliable wireless service, is sited to minimize impacts, will comply with all structural and safety standards, and supports future co-location.



Mail Processing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
10101 Hillwood Parkway
Fort Worth, TX 76177

Aeronautical Study No.
2025-ASO-18800-OE

Issued Date: 12/17/2025

THE TOWERS, LLC
RICHARD HICKEY
22 West Atlantic Avenue
Suite 310
Delray Beach, FL 33444

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure: Antenna Tower US-GA-5665 - COPPER ROCK
County, State: Haralson, Georgia

Collected Point(s):

Label	Latitude	Longitude	SE	DET AGL	AMSL
pt-1	33-50-42.30N	85-5-45.76W	1237 Ft	235 Ft	1472 Ft

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

Emissions from this site must be in compliance with the parameters set by collaboration between the FAA and telecommunications companies and reflected in the FAA 5G C band compatibility evaluation process (such as power, frequencies, and tilt angle). Operational use of this frequency band is not objectionable provided the Wireless Providers (WP) obtain and adhere to the parameters established by the FAA 5G C band compatibility evaluation process. **Failure to comply with this condition will void this determination of no hazard.**

As a condition to this Determination, the structure is to be marked/lighted in accordance with FAA Advisory circular 70/7460-1 M Change 1, Obstruction Marking and Lighting, a med-dual system-Chapters 4,8(M-Dual),&15.

Any failure or malfunction that lasts more than thirty (30) minutes and affects a top light or flashing obstruction light, regardless of its position, should be reported immediately to (877) 487-6867 so a Notice to Airmen (NOTAM) can be issued. As soon as the normal operation is restored, notify the same number.

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed any time the project is abandoned or:

____ At least 10 days prior to start of construction (7460-2, Part 1)
 X Within 5 days after the construction reaches its greatest height (7460-2, Part 2)

See attachment for additional condition(s) or information.

This determination expires on 06/17/2027 unless:

- (a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
- (b) extended, revised, or terminated by the issuing office.
- (c) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power, except those frequencies specified in the Colo Void Clause Coalition; Antenna System Co-Location; Voluntary Best Practices, will void this determination. Any future construction or alteration, including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA. This determination includes all previously filed frequencies and power for this structure.

If construction or alteration is dismantled or destroyed, you must submit notice to the FAA within 5 days after the construction or alteration is dismantled or destroyed.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

A copy of this determination will be forwarded to the Federal Communications Commission (FCC) because the structure is subject to their licensing authority.

If we can be of further assistance, please contact our office at 1-816-329-2525, or natalie.schmalbeck@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2025-ASO-18800-OE.

Signature Control No: 674727445-687470496

Natalie Schmalbeck
Technician

(DNE)

.
Attachment(s)
Additional Information
Frequency Data
Map(s)

cc: FCC

BASIS FOR DECISION

Part 77 authorizes the FAA to evaluate a structure or object's potential electromagnetic effects on air navigation, communication facilities, and other surveillance systems. It also authorizes study of impact on arrival, departure, and en route procedures for aircraft operating under visual or instrument flight rules, as well as the impact on airport traffic capacity at existing public use airports. Broadcast in the 3.7 to 3.98 GHz frequency (5G C band) currently causes errors in certain aircraft radio altimeters and the FAA has determined they cannot be relied upon to perform their intended function when experiencing interference from wireless broadband operations in the 5G C band. The FAA has adopted Airworthiness Directives for all transport and commuter category aircraft equipped with radio altimeters that prohibit certain operations when in the presence of 5G C band.

This determination of no hazard is based upon those mitigations implemented by the FAA and operators of transport and commuter category aircraft, and helicopters operating in the vicinity of your proposed location. It is also based on telecommunication industry and FAA collaboration on acceptable power levels and other parameters as reflected in the FAA 5G C band evaluation process.

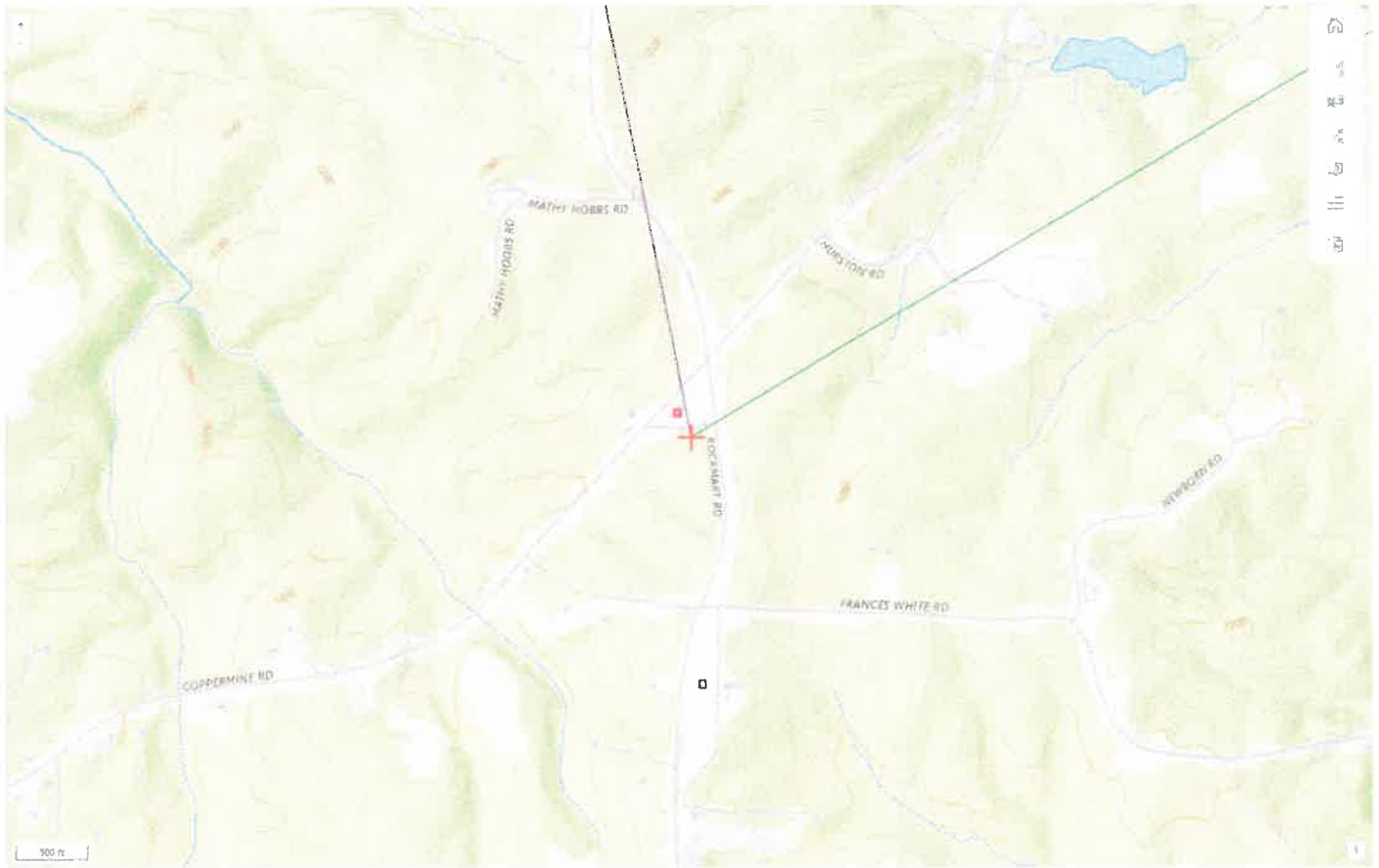
The FAA 5G C band compatibility evaluation is a data analytics system used by FAA to evaluate operational hazards related to aircraft design. The FAA 5G C band compatibility evaluation process refers to the process in which the telecommunication companies and the FAA have set parameters, such as power output, locations, frequencies, and tilt angles for antenna that mitigate the hazard to aviation. As the telecommunication companies and FAA refine the tools and methodology, the allowable frequencies and power levels may change in the FAA 5G C band compatibility evaluation process. Therefore, your proposal will not have a substantial adverse effect on the safe and efficient use of the navigable airspace by aircraft provided the equipment and emissions are in compliance with the parameters established through the FAA 5G C band compatibility evaluation process.

Any future changes that are not consistent with the parameters listed in the FAA 5G C band compatibility evaluation process will void this determination of no hazard.

Frequency Data for ASN 2025-ASO-18800-OE

LOW FREQUENCY	HIGH FREQUENCY	FREQUENCY UNIT	ERP	ERP UNIT
6	7	GHz	42	dBW
6	7	GHz	55	dBW
10	11.7	GHz	42	dBW
10	11.7	GHz	55	dBW
17.7	19.7	GHz	42	dBW
17.7	19.7	GHz	55	dBW
21.2	23.6	GHz	42	dBW
21.2	23.6	GHz	55	dBW
614	698	MHz	1000	W
614	698	MHz	2000	W
698	806	MHz	1000	W
806	824	MHz	500	W
806	901	MHz	500	W
824	849	MHz	500	W
851	866	MHz	500	W
869	894	MHz	500	W
896	901	MHz	500	W
901	902	MHz	7	W
929	932	MHz	3500	W
930	931	MHz	3500	W
931	932	MHz	3500	W
932	932.5	MHz	17	dBW
935	940	MHz	1000	W
940	941	MHz	3500	W
1670	1675	MHz	500	W
1710	1755	MHz	500	W
1850	1910	MHz	1640	W
1850	1990	MHz	1640	W
1930	1990	MHz	1640	W
1990	2025	MHz	500	W
2110	2200	MHz	500	W
2305	2360	MHz	2000	W
2305	2310	MHz	2000	W
2345	2360	MHz	2000	W
2496	2690	MHz	500	W
3700	3980	MHz	3280	W

Verified Map for ASN 2025-ASO-18800-OE



COPPER ROCK

RF Justification
RF Network Team
Feb 6th 2026



verizon

***Not for public distribution**

Search Area & Coverage Objective

The primary objective of this site is to provide significant high-speed voice and broadband coverage improvements along Rockmart Rd, Coppermine Rd, Coppermine Fire Station #14, Virginia Morris Rd, McAdams Rd as well as other locations within the desired service area.

Proposed Location

Rockmart Rd, Buchanan, Georgia, 30113
33.845083, -85.096044

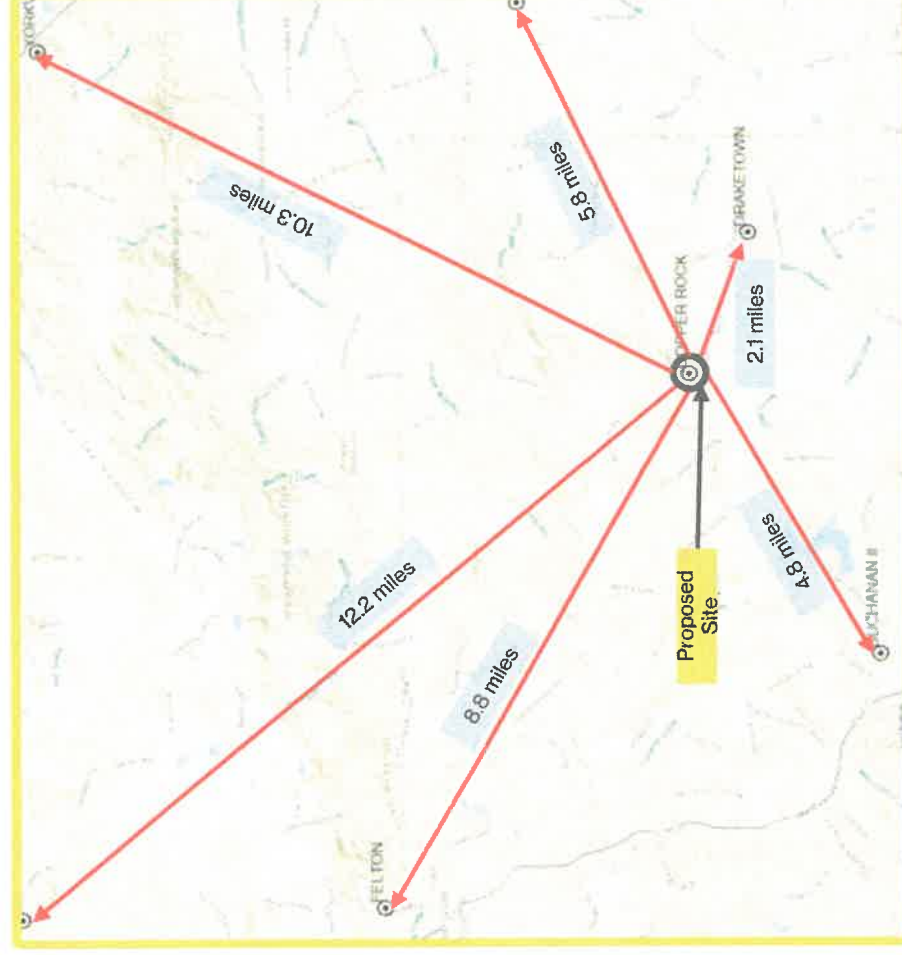


Distance of proposed site to existing VZ neighboring sites

Proposed Location

Rockmart Rd, Buchanan, Georgia,
30113

33.845083, -85.096044



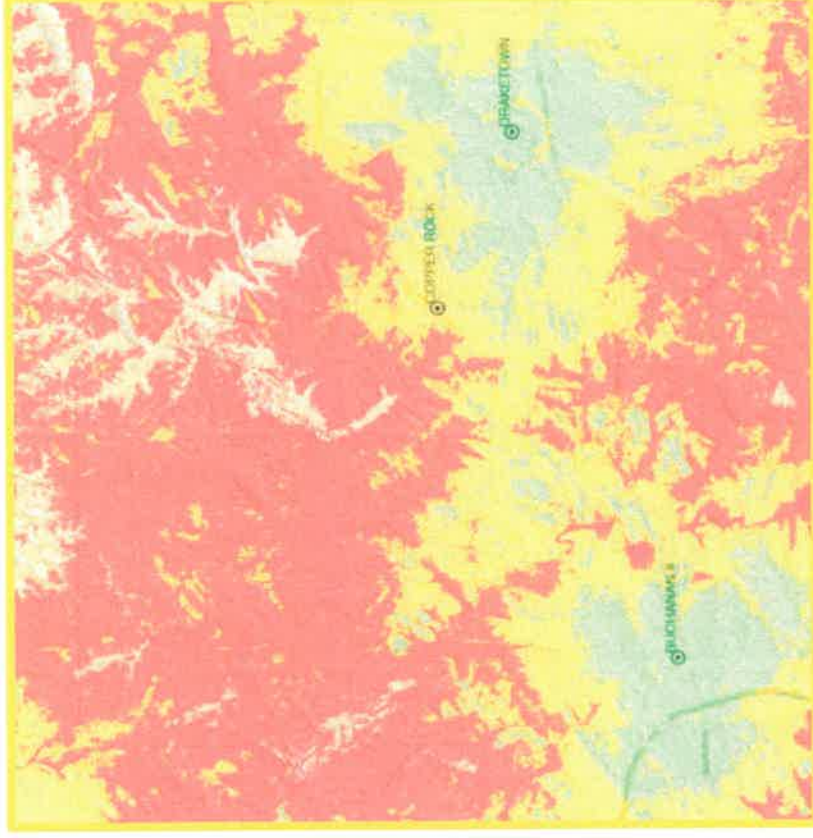
Current Coverage Prediction

Legend
Green = Best Coverage
Yellow = Good Coverage
Red = Fair Coverage

Best Coverage - Excellent signal strength inside buildings and vehicles.

Good Coverage – Reliable signal inside buildings and vehicles.

Fair Coverage – Consistent outdoor coverage; signal may be limited inside buildings and vehicles.



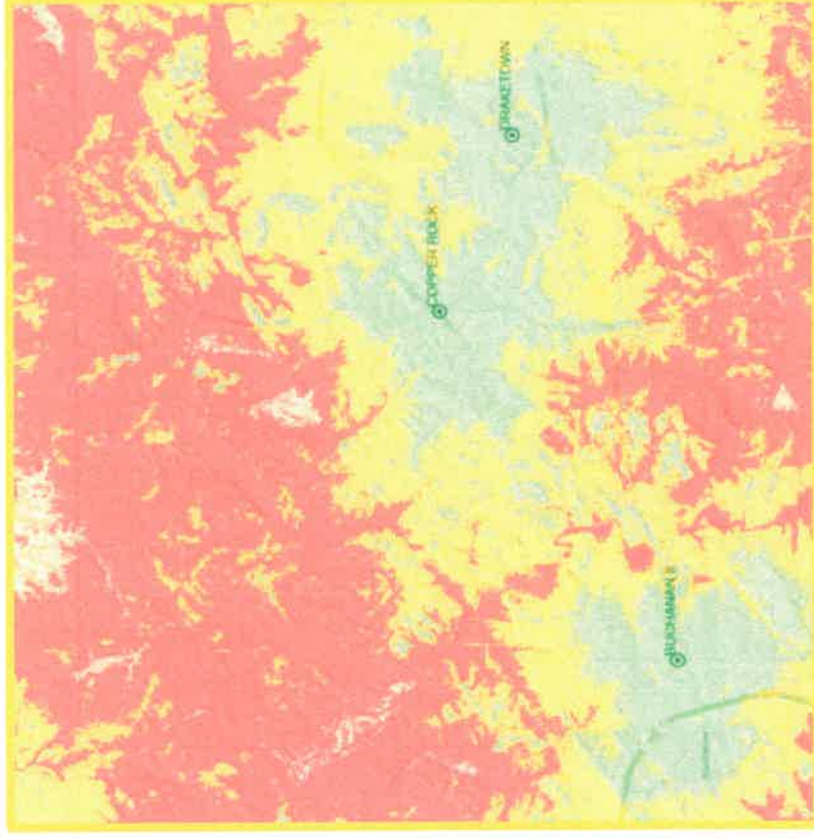
Coverage Prediction with site at proposed location (CL 220')



Best Coverage - Excellent signal strength inside buildings and vehicles.

Good Coverage - Reliable signal inside buildings and vehicles.

Fair Coverage - Consistent outdoor coverage; signal may be limited inside buildings and vehicles.



Legal Disclaimer

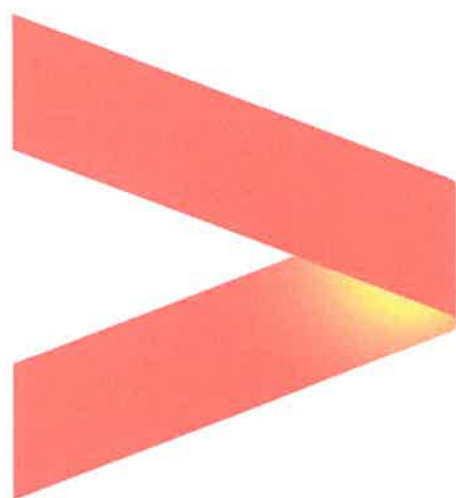
These maps are not a guarantee of coverage and may contain areas with no service. These maps reflect a depiction of predicted and approximate wireless coverage of the network and is intended to provide a relative comparison of coverage. The depictions of coverage do not guarantee service availability as there are many factors that can influence coverage and service availability. These factors vary from location to location and change over time. The coverage areas may include locations with limited or no coverage. Even within a coverage area shown, there are many factors, including but not limited to, usage volumes, service outages, customer's equipment, terrain, proximity to buildings, foliage, and weather that may impact service ("Factors"). The representations of "fair", "good" and "best" are qualitative representations of relative wireless outdoor signal strength at the network facilities level. Generally, calls can be made and received within all three categories, however, these Factors will likely have greater impact in areas of "fair" coverage. You can only make and receive calls when digital service is available. [When digital service is not available your device will not operate or be able to make 911 calls.]

Additional Notes

Verizon Wireless provides Commercial Mobile Radio Services ("CMRS") under licenses granted by the Federal Communications Commission ("FCC"). Pursuant to these licenses, Verizon Wireless is authorized to provide CMRS and operate a CMRS network in many geographic areas throughout the nation. The FCC exclusively regulates all technical aspects of Verizon Wireless' operations and network and preempts all state and local regulation of radiofrequency transmissions. The FCC rules protect co-channel and adjacent licensees against harmful interference. The proposed facility will be designed and built-in compliance with all applicable FCC requirements. The following points cover Verizon Wireless' practices pertinent to complying with the FCC requirements:

1. Verizon Wireless locates its transmitting antenna(s) in order to maximize vertical and horizontal separation from other operator's systems to minimize interference potential.
2. All operating hardware at the site is type-accepted by the FCC as far as emission levels within our licensed frequency band in addition to spurious emissions outside of our frequency band.
3. The power levels generated by the base station hardware and corresponding effective radiated power (ERP) from the transmit antenna(s) are within the limitations specified by Part 22 (for cellular), Part 24 (for PCS), or Part 101 (for microwave) of the Commission's Rules.
4. Intermodulation studies are prepared and analyzed considering all other wireless carriers on our tower to ensure no mixing of frequencies will create harmful interference to or from our wireless system.

In order to meet network objectives, at least three (3) antennas are needed per face at the same height and these antennas must be approximately 4' apart. Such requirement cannot be achieved through flush-mounted techniques. Standard sector frames for antennas will be used for each wireless tenant which also maximizes colocation opportunities, and more easily allows the addition of new FCC spectrum and wireless products and services as technology improves.



- 98-48: TRUSTEES OF THE CHURCH AT PINEY WOODS 877 ROCKMART RD BUCHANAN, GA 30113
- 98-50: 977 ALXANDER LAND COMPANY STAGECOACH RD OGELTHORPE, GA 31068
- 98-18: LISA JEAN CUNNEEN REVOCABLE TRUST 1150 ROCKMART RD BUCHANAN, GA 30113
- 98-16 B: FRISBY, CASEY DOUGLAS SR & MARY BETH 1662 COPPERMINE RD BUCHANAN, GA 30113
- 98-16: FRISBY, SUZANNE 1648 COPPERMINE RD BUCHANAN, GA 30113
- 98-14: HIFHLAND VALLEY FARMS LLC 3737 BUCHANAN HWY CAROL STREAM, IL 60125
- 98-21: WARD, MARTHA 1498 COPPERMINE RD BUCHANAN, GA 30113
- 98-71: WELCH FAMILY LLLP 361 COLLEGIATE DR POWDER SPRINGS, GA 30127
- 98-22: SMITH, JAMES & DEBORAH 1463 COPPERMINE RD BUCHANAN, GA 30113
- 98-72: LANGLEY, JUDY 43 FRANCES WHITE RD BUCHANAN, GA 30113
- 98-74: COOK NELLIE & PRINCE SANDRA 78 FRANCES WHITE RD BUCHANAN, GA 30113
- 98-75: MASSEY, PAMELA 71 FRANCES WHITE ROAD BUCHANAN, GA 30113
- 98-76: ADAMS, JAMES 78 FRANCES WHITE RD BUCHANAN, GA 30113
- 98-77: BAKER, TED & PEGGY 896 ROCKMART RD BUCHANAN, GA 30113
- 98-78: PARKER, SCOTT & TANDY 836 ROCKMART ROAD BUCHANAN, GA 30113
- 98-20: ROBINS, DEBOAH 243 KENNSINGTON CIR BREMEN, GA 30110
- 98-55: HEATH, BOBBY LEE III & DENORA 256 FRANCES WHITE RD BUCHANAN, GA 30113
- 98-56: SEABORN, ISHA 1027 ROCKMART ROAD BUCHANAN, GA 30113
- 98-57: BROWN, PAULINE 1051 ROCKMART RD BUCHANAN, GA 30113
- 98-59: THOMPSON, JESSIE & CLAUDIA 1806 COPPERMINE RD BUCHANAN, GA 30113
- 98-59A: THOMPSON, JOSEPH & NATALIE 1105 ROCKMART RD BUCHANAN, GA 30113
- 98-59B: THOMPSON, JACOB 1740 COPPERMINE ROAD BUCHANAN, GA 30113
- 98-60: THOMPSON, TROY & RACHEL 1740 COPPERMINE RD BUCHANAN, GA 30113

ATTENTION LANDOWNER:

Christopher A, Reynolds/RBW Services Group, LLC has submitted to the Haralson County Planning Commission an application for conditional use (in the A-1 zoning) for a telecommunications tower.

The property is located on Coppermine & Rockmart Rd. The property is known as Haralson County tax map 0098-0073. PUBLIC NOTIFICATION IS A REQUIREMENT OF THE HARALSON COUNTY ZONING ORDINANCE (SEC. 50-294) AND IS INTENDED TO NOTIFY LANDOWNERS WITHIN 1000 FT. OF SAID PROPERTY.

The Haralson County Planning Commission is scheduled to hear this application on 14th July 2026 beginning at 4:00 PM. The location of the public hearing is 155 Van Wert St. Buchanan, Ga.

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Postage	\$0.78
Total Postage and Fees	\$6.08

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Extra Services & Fees (check box, add fee as appropriate)	\$0.00
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Total Postage and Fees	\$6.08

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Agenda Item #3

HCBOE Tax Levy Resolution

**A RESOLUTION OF THE HARALSON COUNTY BOARD
OF COMMISSIONERS LEVYING AN ANNUAL AD
VALOREM TAX FOR THE PAYMENT OF HARALSON
COUNTY SCHOOL DISTRICT (GEORGIA) GENERAL
OBLIGATION BONDS, SERIES 2026**

WHEREAS, the voters of the Haralson County School District (the “**School District**”) approved at a referendum held on November 4, 2025, the issuance of general obligation bonds of the School District; and

WHEREAS, the Haralson County Board of Education (the “**Board of Education**”) has authorized the issuance of \$8,000,000 in aggregate principal amount of Haralson County School District (Georgia) General Obligation Bonds, Series 2026 (the “**Bonds**”), pursuant to such voter approval, and the Bonds have been validated by judgment of the Superior Court of Haralson County; and

WHEREAS, the Bonds are general obligations of the School District payable from the proceeds of the Sales Tax for Education and, to the extent necessary, from an ad valorem tax, unlimited as to rate or amount, levied on all taxable property within the School District; and

WHEREAS, “**Sales Tax for Education**” means the 1% sales and use tax for educational purposes which is expected to commence on January 1, 2027, or upon the earlier termination of the current (1%) sales and use tax for educational purposes, approved by the voters of the Haralson County School District at a referendum held on November 4, 2025, and imposed pursuant to Article VIII, Section VI, Paragraph IV of the Constitution of the State of Georgia; and

WHEREAS, the Board of Education has requested that the Haralson County Board of Commissioners levy an annual ad valorem tax sufficient to pay the principal of and interest on the Bonds as the same become due; and

WHEREAS, Article IX, Section V, Paragraph VI of the Constitution of the State of Georgia requires provision for the assessment and collection of an annual tax sufficient to retire such debt.

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

Section 1. Levy of Tax. An annual ad valorem tax is hereby levied, without limitation as to rate or amount, on all taxable property within the Haralson County School District subject to taxation for school bond purposes sufficient to pay the principal of and interest on the Bonds, as the same become due and payable.

Section 2. Sales Tax Proceeds. Debt service on the Bonds shall first be paid from the proceeds of the Sales Tax for Education. Nothing herein shall be construed to limit the unconditional obligation to levy and collect ad valorem taxes sufficient to pay the Bonds.

Section 3. Annual Certification. The amount levied each year shall be the amount certified by the Board of Education as necessary to pay principal and interest coming due.

Section 4. Collection and Application. Taxes levied pursuant to this Resolution shall be collected and deposited into the Debt Service Account and are hereby irrevocably pledged and appropriated to the payment of the Bonds. “**Debt Service Account**” means the account established pursuant to the Bond Resolution adopted by the Board of Education on August 11, 2026, with Pinnacle Bank, a Tennessee bank, dba Synovus Bank, as Debt Service Account Custodian, for the deposit of funds to be applied to the payment of principal of and interest on the Bonds.

Section 5. Compliance with Law. The Board of Commissioners and the Board of Education shall comply with Ga. Code Ann. § 48-5-32 and all other applicable laws relating to the establishment and publication of annual millage rates.

Section 6. Repealer. All resolutions in conflict herewith are hereby repealed.

PASSED, ADOPTED, SIGNED, APPROVED, AND EFFECTIVE at Buchanan, Georgia, on the 1st day of September, 2026.

HARALSON COUNTY BOARD OF
COMMISSIONERS

By: _____

Name: Brian L. Walker

Title: Chairman, Board of Commissioners

Attest: _____

Name: Julia Watson

Title: County Clerk

(S E A L)

EXHIBIT A

\$8,000,000
Haralson County School District (Georgia)
General Obligation Bonds
Series 2026

SEMI-ANNUAL DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Yield	Interest	Semi-Annual Total P+I	Annual Total P+I
03/01/2027	-	-	-	197,777.78	197,777.78	197,777.78
09/01/2027	-	-	-	200,000.00	200,000.00	-
03/01/2028	1,450,000.00	5.00%	2.62%	200,000.00	1,650,000.00	1,850,000.00
09/01/2028	-	-	-	163,750.00	163,750.00	-
03/01/2029	1,520,000.00	5.00%	2.71%	163,750.00	1,683,750.00	1,847,500.00
09/01/2029	-	-	-	125,750.00	125,750.00	-
03/01/2030	1,595,000.00	5.00%	2.78%	125,750.00	1,720,750.00	1,846,500.00
09/01/2030	-	-	-	85,875.00	85,875.00	-
03/01/2031	1,675,000.00	5.00%	2.88%	85,875.00	1,760,875.00	1,846,750.00
09/01/2031	-	-	-	44,000.00	44,000.00	-
03/01/2032	1,760,000.00	5.00%	2.95%	44,000.00	1,804,000.00	1,848,000.00
Total	\$8,000,000.00	-	-	\$1,436,527.78	\$9,436,527.78	\$9,436,527.78

STATE OF GEORGIA,

HARALSON COUNTY

CLERK'S CERTIFICATE

The undersigned, *Julia Watson*, Clerk of the Haralson County Board of Commissioners (the “**Board of Commissioners**”), DOES HEREBY certify that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution adopted by the members of the Board of Commissioners, in a meeting duly assembled and open to the public at which a quorum was present, on the 1st day of September, 2026, the original of which has been duly recorded in the Minute Book of the Board of Commissioners, which is in my custody and control.

GIVEN this the 1st day of September, 2026.

[SEAL]

Julia Watson, County Clerk
Board of Commissioners

Agenda Item #4

Super Petroleum Annexation Request

RESOLUTION NO. _____

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF HARALSON COUNTY,
GEORGIA, CONSENTING TO THE DEANNEXATION OF CERTAIN PROPERTY
FROM THE CITY OF BREMEN, GEORGIA PURSUANT TO O.C.G.A. § 36-36-131**

WHEREAS, Haralson County, Georgia is a duly created and validly existing political subdivision of the State of Georgia under the Constitution and laws of the State of Georgia; and

WHEREAS, the Haralson County Board of Commissioners is the governing authority of the County, elected by the qualified electors of Haralson County, Georgia and vested with fiscal and legislative responsibilities necessary to the managing of the affairs of the County government; and

WHEREAS, all of the owners of certain real property located within the corporate limits of the City of Bremen, Georgia, Parcel No. 0081 0022A, and more particularly described on Exhibit “A” attached hereto and incorporated herein by reference (the “Property”), intend to submit an application requesting that the Property be deannexed from the corporate limits of the City of Bremen, Georgia pursuant to O.C.G.A. § 36-36-131; and

WHEREAS, O.C.G.A. § 36-36-131 requires the consent of the governing authority of the county in which the property is located prior to the deannexation of such property; and

WHEREAS, the Property is located within the corporate limits of the City of Bremen, Georgia, but is geographically located within the territorial jurisdiction of Haralson County, Georgia;

WHEREAS, the Board of Commissioners of Haralson County have reviewed the proposed deannexation and find that it is appropriate to consent to the deannexation of the Property from the municipal limits of the City of Bremen, Georgia upon the deannexation from the City of Bremen;

WHEREAS, the Board of Commissioners of Haralson County have reviewed the location of the Property and have determined that, upon deannexation from the City of Bremen, Georgia, the Property would be contiguous to the unincorporated area of Haralson County, Georgia;

WHEREAS, upon deannexation from the City of Bremen, Georgia, the Property will revert entirely to the jurisdiction of the unincorporated area of Haralson County, Georgia; and

WHEREAS, Haralson County, Georgia shall have no obligation or responsibility to provide, construct, or maintain any utilities or utility-related infrastructure to the Property as a result of the proposed deannexation from the City of Bremen;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF HARALSON COUNTY, GEORGIA, that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Resolution and are hereby incorporated by reference into this provision.

BE IT FURTHER RESOLVED, that the foregoing WHEREAS provisions are and should be substantive provisions of this resolution.

BE IT FUTHER RESOLVED, that the Board of Commissioners of Haralson County, hereby consent to the deannexation of the Property, as described in Exhibit "A" attached hereto and incorporated by reference, from the corporate limits of the City of Bremen, Georgia, pursuant to O.C.G.A. § 36-36-131.

BE IT FURTHER RESOLVED, that upon the effective date of the deannexation ordinance adopted by the City of Bremen, Georgia, the Property shall cease to be a part of the corporate limits of the City of Bremen, Georgia and shall be subject to the jurisdiction and governmental authority of Haralson County, Georgia.

BE IT FINALLY RESOLVED, that the Board authorizes the Chairman of the Board of Commissioners to sign this Resolution on their behalf and further authorizes the Clerk to attest all signatures and take such further action or actions as may be necessary to carry out the purpose and intent of this resolution.

ADOPTED THIS _____ DAY OF _____, 2026.

Brian L. Walker, Chairman
Haralson County Board of Commissioners

ATTEST:

Julia Watson, Clerk

(COUNTY SEAL)

EXHIBIT "A"

TRACT 1 LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING LOCATED IN LAND LOTS 272, 273, 296 & 297 DISTRICT 07 CARROLL COUNTY, GEORGIA AND HARALSON COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGINNING AT A BROKEN RIGHT OF WAY MONUMENT FOUND AT THE NORTH END OF THE MITERED INTERSECTION OF THE SOUTH RIGHT OF WAY OF BUNCOMBE WACO ROAD (VARIABLE RIGHT OF WAY) AND THE WEST RIGHT OF WAY OF WACO ROAD (VARIABLE RIGHT OF WAY); THENCE RUNNING ALONG THE SOUTH RIGHT OF WAY OF BUNCOMBE WACO ROAD S 41°42'17" E FOR A DISTANCE OF 81.87' TO A BROKEN RIGHT OF WAY MONUMENT FOUND ON THE WEST RIGHT OF WAY OF WACO ROAD; THENCE RUNNING ALONG SAID RIGHT OF WAY S 07°27'48" E FOR A DISTANCE OF 200.08' TO A BROKEN RIGHT OF WAY MONUMENT FOUND; THENCE CONTINUE RUNNING ALONG SAID RIGHT OF WAY N 82°48'24" E FOR A DISTANCE OF 60.08' TO A BROKEN RIGHT OF WAY MONUMENT FOUND; THENCE CONTINUE RUNNING ALONG SAID RIGHT OF WAY AKA FIVE POINTS ROAD (80' R/W) (CARROLL COUNTY) S 07°38'10" E FOR A DISTANCE OF 636.73' TO A POINT; THENCE CONTINUE RUNNING ALONG SAID RIGHT OF WAY S 07°07'38" E FOR A DISTANCE OF 539.68' TO A POINT; THENCE CONTINUE RUNNING ALONG SAID RIGHT OF WAY S 06°38'02" E FOR A DISTANCE OF 335.56' TO A POINT; THENCE LEAVING SAID RIGHT OF WAY AND RUNNING S 55°21'01" W FOR A DISTANCE OF 178.31' TO A POINT; THENCE RUNNING S 55°30'04" W FOR A DISTANCE OF 203.58' TO A POINT; THENCE RUNNING S 55°21'49" W FOR A DISTANCE OF 231.81' TO A POINT; THENCE RUNNING S 52°51'10" W FOR A DISTANCE OF 211.00' TO AN IRON PIN PLACED; THENCE RUNNING N 09°27'27" W FOR A DISTANCE OF 102.41' TO A POINT; THENCE RUNNING N 02°52'21" W FOR A DISTANCE OF 229.86' TO A POINT; THENCE RUNNING N 00°39'40" E FOR A DISTANCE OF 343.14' TO A POINT; THENCE RUNNING N 01°08'17" E FOR A DISTANCE OF 336.52' TO A POINT; THENCE RUNNING N 07°52'30" W FOR A DISTANCE OF 216.45' TO A POINT; THENCE RUNNING N 12°33'32" W FOR A DISTANCE OF 455.37' TO A POINT; THENCE RUNNING N 35°32'54" W FOR A DISTANCE OF 227.07' TO A POINT; THENCE RUNNING N 29°03'47" W FOR A DISTANCE OF 169.84' TO A POINT; THENCE RUNNING N 33°47'30" W FOR A DISTANCE OF 336.51' TO A POINT; THENCE RUNNING N 53°21'28" W FOR A DISTANCE OF 141.66' TO AN IRON PIN PLACED; THENCE RUNNING N 29°42'59" E FOR A DISTANCE OF 33.79' TO A POINT; THENCE RUNNING ALONG A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 99.77', WITH A RADIUS OF 260.00', WITH A CHORD BEARING OF N 40°42'33" E, WITH A CHORD LENGTH OF 99.16' TO A POINT; THENCE RUNNING ALONG A COMPOUND CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 99.77', WITH A RADIUS OF 260.00', WITH A CHORD BEARING OF N 62°41'40" E, WITH A CHORD LENGTH OF 99.16' TO A POINT; THENCE RUNNING N 73°41'13" E FOR A DISTANCE OF 162.06' TO A POINT; THENCE RUNNING ALONG A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 92.85', WITH A RADIUS OF 240.00', WITH A CHORD BEARING OF N 62°36'14" E, WITH A CHORD LENGTH OF 92.27' TO AN IRON PIN PLACED ON THE SOUTH RIGHT OF WAY OF BUNCOMBE WACO ROAD; THENCE RUNNING ALONG SAID RIGHT OF WAY A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 7.92', WITH A RADIUS OF 738.51',

WITH A CHORD BEARING OF S 49°03'30" E, WITH A CHORD LENGTH OF 7.92' TO A BROKEN RIGHT OF WAY MONUMENT; THENCE RUNNING ALONG SAID RIGHT OF WAY S 48°46'43" E FOR A DISTANCE OF 257.15' TO A BROKEN RIGHT OF WAY MONUMENT FOUND; THENCE CONTINUE RUNNING ALONG SAID RIGHT OF WAY A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 451.35', WITH A RADIUS OF 898.52', WITH A CHORD BEARING OF S 63°06'10" E, WITH A CHORD LENGTH OF 446.62' TO THE POINT OF BEGINNING; SAID TRACT CONTAINS 36.31 ACRES AS SHOWN AS TRACT 1 ON AN ALTA SURVEY FOR SUPER PETROLEUM 40, INC, A GEORGIA CORPORATION AND CHICAGO TITLE INSURANCE COMPANY PREPARED BY GEORGIA AND WEST, INC.

Agenda Item #5

**Amendment to Intergovernmental Agreements with the Haralson County
Development Authority dated August 18, 2025, and January 20, 2026**

AMENDMENT TO INTERGOVERNMENTAL AGREEMENTS

THIS AMENDMENT TO INTERGOVERNMENTAL AGREEMENTS ("Amendment") is made as of the ____ day of _____, 2026 (the "Amendment Effective Date"), by and between **HARALSON COUNTY**, acting by and through its Board of Commissioners (hereinafter sometimes referred to as the "County"), a political subdivision of the State of Georgia, and the **DEVELOPMENT AUTHORITY OF HARALSON COUNTY** (hereinafter sometimes referred to as the "Authority"), an authority created and existing under the laws of the State of Georgia.

WITNESSETH:

WHEREAS, the County and the Authority entered into that certain Intergovernmental Agreement dated August 18, 2025 (the "Initial IGA"), concerning the County's sale to the Authority of approximately 600 acres of land located in Haralson County, Georgia for economic development purposes and the ultimate resale of such property to an end user for development and operation as a data center; and

WHEREAS, the County and the Authority subsequently entered into that certain Intergovernmental Agreement dated January 20, 2026 (the "Second IGA"; together with the Initial IGA, collectively, the "Intergovernmental Agreements"), which amended and superseded certain terms of the Initial IGA and expanded the transaction to include approximately 1,000 additional acres of adjacent property located in Haralson County, Georgia, for a combined total of approximately 1,600 acres (collectively, the "Property"), on terms and conditions set forth therein; and

WHEREAS, the Authority and GA Tallapoosa Land, LLC, a Delaware limited liability company (together with its permitted successors and assigns, the "Purchaser") have entered into that certain Purchase and Sale Agreement dated _____, 2026 (the "Purchase Agreement"), pursuant to which, following the County's conveyance of the Property to the Authority in accordance with the Intergovernmental Agreements, the Authority has agreed to sell the Property to the Purchaser for development of a data center project, subject to the terms and conditions set forth therein; and

WHEREAS, the County and the Authority desire to amend the Intergovernmental Agreements to approve the Purchase Agreement and to provide that the Intergovernmental Agreements shall conform to, and be interpreted and applied consistently with, the Purchase Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Authority agree as follows:

1. Amendment; Conformity with Purchase Agreement. The County and the Authority hereby approve the Purchase Agreement and amend the Intergovernmental Agreements to conform to the terms thereof with respect to all matters relating to the conveyance, use, and development of the Property. To the extent any provision of the Intergovernmental Agreements is inconsistent with or addresses a matter also addressed by the Purchase Agreement, the Intergovernmental

Agreements are hereby amended to conform to the Purchase Agreement, and shall be interpreted and applied in a manner consistent therewith. A copy of the Purchase Agreement is available for public inspection at the offices of the County located at 155 Van Wert Street, Buchanan, Georgia 30113.

2. Purchase Price. Notwithstanding anything to the contrary in the Intergovernmental Agreements, the parties agree that the total Purchase Price for the Property and the Adjacent Property to be paid to the County shall be not less than the purchase price set forth in the Purchase Agreement; and the County agrees to transfer to the Authority ten percent (10%) of said proceeds from the closing solely for economic development purposes.

3. Counterparts; Authority to Execute. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original. The County and the Authority each represent that the individuals executing this Amendment on their behalf are duly authorized to do so pursuant to actions taken at a public meeting, duly called and held, of their respective governing bodies.

4. Further Negotiations and Closing. The Authority agrees, and does hereby authorize. Gary Broadstreet as Chairman, as well as the Secretary of the Authority (or any successors to these roles within the Authority), to sign any and all documents needed to accomplish the transactions described herein on behalf of the Authority. Likewise, the County agrees, and does hereby authorize, Brian L. Walker, as Chairman, as well as the County Clerk (or any successors to these roles within the County), to sign any and all documents needed to accomplish the transactions described herein on behalf of the County. To the extent that further negotiations of these transactions is required, the County and the Authority authorize Brian L. Walker, County Commission Chair, Tara Chapman, Authority CEO, and Gary Broadstreet, Chairman of the Authority (or any successors to these roles within the Authority or the County), to negotiate such further terms and take such further actions as might be required to facilitate the closings and transaction described herein.

5. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Georgia. This Amendment is authorized pursuant to the general provisions of O.C.G.A. §36-34-2 and Article IX, Section III, Paragraph I of the Constitution of the State of Georgia.

[SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the County and the Authority have executed this Amendment as of the date first above written.

COUNTY:

Signed, sealed and delivered
in the presence of:

HARALSON COUNTY, GEORGIA, acting by and
through its Board of Commissioners

WITNESS

By: _____
Brian L. Walker, Chairman

NOTARY PUBLIC

Attest: _____
Julia Watson, Clerk

(COUNTY SEAL)

AUTHORITY:

Signed, sealed and delivered
in the presence of:

**DEVELOPMENT AUTHORITY OF
HARALSON COUNTY**

WITNESS

By: _____
Gary Broadstreet, Chairman

NOTARY PUBLIC

Attest: _____
Tara Chapman, Executive Director

(AUTHORITY SEAL)

Agenda Item #6

**Intergovernmental Agreement with Haralson County Development Authority
Regarding Potential Sale of Approximately 2.5 Acres Being Part of Parcel 00750032**

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT, is made and entered into effective this the _____ day of _____, 2026, by and between **HARALSON COUNTY, acting by and through its Board of Commissioners** (hereinafter sometimes referred to as the “County”), a political subdivision of the State of Georgia, and the **DEVELOPMENT AUTHORITY OF HARALSON COUNTY** (hereinafter sometimes the “Authority”), an authority created and existing under the laws of the State of Georgia.

WITNESSETH:

WHEREAS, the County and the Authority have discussed the potential purchase and sale of that tracts of land containing approximately 2.5 acres, more or less, and being part of parcel 0075 0032, the current location of the Haralson County Health Department in Buchanan, Georgia, and being more particularly shown on the drawing attached as Exhibit “A” (the “Property”); and

WHEREAS, the County and the Authority agree that the Property is strategically located for purposes of further economic development within the County, and the County and the Authority further agree that the Property is uniquely situated for the continued economic development of the County; and

WHEREAS, the Authority has located a potential purchaser (the “Potential Purchaser”), and has entered into discussions with the same, and said discussions have made clear the need for an intergovernmental agreement with respect to the Property as it is part of a parcel of land owned by the County; and

WHEREAS, the Authority is authorized under the Constitution and laws of the State of Georgia to accept transfers of title to property, and help facilitate financing of that

property, in order to promote health, welfare, economic growth, and to provide further general benefits to the citizens of the County; and

WHEREAS, the Authority and the County have determined that the sale of such Property will facilitate and promote the economic growth and development of the County and thereby enhance the quality of life of the citizens of the County; and

NOW, THEREFORE, for and in consideration of the financing of the purchase of the property, and other good and valuable considerations, the parties do hereby agree as follows:

1.

The County and the Authority acknowledge and agree that they shall take steps towards completing the sale of the above-described Property. The structure of the transaction with the Potential Purchaser shall generally be as follows:

(a) The Authority shall purchase the Property from the County for the sum paid by the Potential Purchaser, but no less than \$40,000.

(b) Simultaneously with this purchase, the Authority shall sell the Property to the Potential Purchaser for a sum of not less than \$40,000.

(c) At closing, the County shall pay the Authority \$20,000 for economic development.

(d) The Authority and the County acknowledge and agree that the closing of the above transactions shall be contingent upon the consummation of all transactions simultaneously.

2.

The Authority acknowledges that the County shall have no obligation to cure any title objections or take any corrective action with respect thereto, and that the County will only

give a quitclaim deed for said tract at Closing. The County and the Authority also acknowledge and agree that the County shall have the ability to comment upon and participate in negotiations related to the sale of the Property to the Potential Purchaser. Furthermore, the County shall have the right to continue to market the Property and execute back-up contracts to be consummated in the event that the closing of the sale to the Potential Purchaser does not occur within twelve (12) months after the effective date of this Agreement. The sale to the Authority includes the following contingencies:

(a) The final boundaries of the Property shown on the new survey obtained by the Potential Purchaser shall be subject to the written approval of the County.

(b) The County may reserve easements across the Property for access and utilities upon terms acceptable to the County.

(c) Approval of the lot split and lot combination by the City of Buchanan.

(d) Consent and approval of the current occupant and lessee, including but not limited to, the Haralson County Health Department, Haralson County Board of Health, and/or the State of Georgia.

(e) The Potential Purchaser shall provide a buffer of fencing, screening, and vegetation acceptable to the County and the current lessees and occupants, including, but not limited to the Haralson County Health Department, Haralson County Board of Health, and/or the State of Georgia, pursuant to an approved plat.

(f) To the extent that further negotiations are required, the County and the Authority authorize the County Commission Chair, the Authority CEO, and the Chairman of the Authority to negotiate such further terms and take such further actions as might be required to facilitate an ultimate closing of such purchase and sale.

(g) The Closing with the Potential Purchaser shall occur within twelve (12) months of the effective date hereof; provided, however, that this date may be extended by mutual agreement of the parties. Tisinger Vance, P.C. shall be the closing attorney and Potential Purchaser shall pay all the closing costs and survey costs.

3.

The Authority agrees, and does hereby authorize the Chairman, as well as the Secretary of the Authority, to sign any and all documents needed to accomplish the transactions described herein on behalf of the Authority. Likewise, the County agrees, and does hereby authorize the County Commission Chair, as well as the County Clerk, to sign any and all documents needed to accomplish the transactions described herein on behalf of the County.

4.

The Authority and the County agree to accept title to the respective properties described herein subject to the terms, conditions, and covenants contained in this Intergovernmental Agreement. The parties further agree that no individual member of the County Commission or the Authority shall have any individual, personal liability related to the transactions described herein.

5.

This Agreement is to be construed as a joint contract of services between governmental entities, authorized pursuant to the general provisions of O.C.G.A. §36-34-2, and specifically sub-section (5) thereof, and Article IX, Section III, Paragraph I of the Constitution of the State of Georgia. As such, the term of this Agreement shall be fifty (50) years; or for so long as performance may be allowed and/or required by these laws or other similar provisions of law which may govern this Agreement.

The parties make the following representations and warranties to each other, as conditions precedent to their joint execution of this agreement:

(a) Except as set forth in Section 2(e), no approval, or other action by any other governmental authority or agency or other person (other than the Potential Purchaser) are required with regard to this undertaking; and

(b) This agreement is executed based upon the approval at a public meeting, duly called and held, of the respective parties; and

(c) The execution, delivery and performance of this agreement does not violate any ordinances, by-laws, resolutions, regulations or other statutes of either party to this agreement, and does not constitute a breach of, or a default under, any existing administrative regulation, mortgage, release or other instrument to which either party may be bound;

(d) There is no action, suit, proceeding, inquiry or investigation, before any court, public board or body, pending, to the knowledge of either party, threatened against them, which could materially and adversely affect the financial condition of either party to perform the terms of this agreement or could limit, enjoin or otherwise restrict their respective performance of this agreement.

7.

This writing contains the entire Agreement of the parties concerning the matters contained herein, and no modification or change in any manner of the terms, provisions or conditions of this Agreement shall be effective, unless reduced to writing and attached hereto. This Agreement shall be binding upon the parties, their respective successors, legal representatives and assigns.

8.

In the event any portion of this Agreement should be determined to be invalid, then the remaining portions thereof shall continue and shall nonetheless be of full force and effect, to the extent allowed by applicable law. In the event this Agreement is no longer authorized nor allowed by any act of federal or state law, or any provisions that would allow the enforceability of this Agreement are no longer allowed by law, this Agreement shall be null and void.

IN WITNESS WHEREOF, the parties (based upon the authority of the officers executing this Agreement by their representative governing authorities) have signed this Agreement in triplicate, with each copy being original evidence hereof. Effective on the day and year first above written.

[The immediately following page is the signature page.]

HARALSON COUNTY, GEORGIA, acting by
and through its Board of Commissioners

BY: _____
Brian L. Walker, Chairman

ATTEST: _____
Julia Watson, Clerk

(COUNTY SEAL)

[Signatures continued from previous page.]

[Signatures continued from previous page.]

DEVELOPMENT AUTHORITY OF
HARALSON COUNTY

By: _____
Title: _____

Attest: _____
Title: _____

(AUTHORITY SEAL)

EXHIBIT "A"

