

JOINT DEVELOPMENT AUTHORITY OF JASPER, MORGAN, NEWTON AND WALTON COUNTIES

Regular Meeting

April 23, 2024 1pm

Newton County Water & Sewer Authority - Scott Emmons Water Reclamation Facility at 10902 Shire Parkway, Social Circle, GA 30025.

AGENDA

1. Call to Order Jerry Silvio 2. **Invocation** 3. Pledge of Allegiance 4. Approval or Amendment to Agenda 5. **Approval of Minutes** a. Regular Session Minutes from Regular Meeting on March 26, 2024 p. 2-6 b. Executive Session Minutes from Regular Meeting on March 26, 2024 6. **Committee Chairman Reports:** a. Park Management Committee **Bob Hughes** i. Takeda Update ii. Meta/Baymare/Morning Hornet Update iii. Rivian iv. Frontage Road 1. Proposal to bid mowing/annual maintenance p. 7-13 2. IGA update v. New Matters b. Economic Development Committee **David Thompson** i. Stanton Springs activity ii. Activity in four Counties Steve Jordan c. Finance Committee i. Financial Report p. 14-30 ii. Invoices **p.** 31-53 iii. Budget for FY July 2024 – June 2025

Public Comment – <u>limited to 20 minutes total with a maximum of 2 minutes per speaker</u>

7.

8.9.

10.

Adjourn

Quarterly Report for Q1 2024 p. 54

Executive Session - Land Acquisition and Litigation

JOINT DEVELOPMENT AUTHORITY OF JASPER, MORGAN, NEWTON AND WALTON COUNTIES

March 26, 2024 1:00 P.M.

Regular Meeting

Newton County Water & Sewer Authority - Scott Emmons Water Reclamation Facility at 10902 Shire Parkway, Social Circle, GA 30025.

A regular meeting of the Board of Directors of the Joint Development Authority of Jasper County, Morgan County, Newton County and Walton County (the "Authority") was held on March 26, 2024 at 1pm at the Newton County Water & Sewer Authority - Scott Emmons Water Reclamation Facility at 10902 Shire Parkway, Social Circle, GA 30025.

Directors Present:

Steve Jordan, Jasper County

Jerry Silvio, Newton County Ben Riden, Morgan County Mike Owens, Walton County Don Jernigan, Jasper County Bob Hughes, Morgan County Marcello Banes, Newton County David Thompson, Walton County

Directors Absent:

None

Guests Present:

Andrea Gray, Attorney

Pat Malcom Wayne Tamplin Hank Evans Rose Baker Serra Hall Steve Sheperd Alice Queen Joellen Artz Chas Moore

Zach Hansen

*other members of the public and media included

on the sign-in sheet attached

1. Call to Order

Mr. Silvio called the meeting to order at 1:00 pm.

2. Invocation

Mr. Steve Jordan led the invocation.

3. Pledge of Allegiance

Mr. Bob Hughes led the pledge of allegiance.

4. Approval or Amendment to Agenda

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No amendments were requested. On a motion duly made by Mr. Bob Hughes, seconded by Mr. Ben Riden and unanimously approved, the Agenda was approved as presented.

5. Approval of Minutes

- a. Regular Session Minutes from the Regular Meeting on February 27, 2024, 2023: On a motion duly made by Mr. Marcello Banes, seconded by Mr. Bob Hughes, and unanimously approved, the minutes were approved as presented.
- b. Executive Session Minutes from the Regular Meeting on February 27, 2023: On a motion duly made by Mr. Mike Owens, seconded by Mr. David Thompson and unanimously approved, the minutes were approved as presented.

6. Committee Chairman Reports:

a. Park Management Committee

Mr. Hughes reported that there are no new updates for Takeda and Meta. Construction of Meta's campuses is ongoing.

Ms. Gray stated the following with regarding Rivian. On March 7, 2024, Rivian announced that it would start production of the R2 and R3 at its Normal, Ill plant and thereby pause construction at the Georgia site. By deciding to begin production of the R2 in Normal, Illinois, Rivian will need considerably less capital to bring this vehicle to market sooner, strengthening its financial position. Simply put, this decision strengthens Rivian, which is good for our community in the long run as it will help the company fulfill its commitment to building its Stanton Springs facility. Since the announcement earlier this month, Rivian CEO R.J. Scaringe has made it clear that the Georgia plant remains an extremely important part of its strategy to scale its R2 and R3 production. While we are certainly disappointed by this announcement, we acknowledge the reasons why the company made this business decision. Rivian is entirely within its rights to pause construction. Neither party has breached the contract. Rivian has until December 31, 2030 to meet its commitment of generating 7,500 jobs and investing \$5 billion. In the meantime, under its Rental Agreement with the JDA, it must stabilize, maintain, and secure the site pursuant to the permits and Rental Agreement provisions. Rivian must also continue to meet its financial obligations and has made two Payments in the Lieu of Taxes (PILOT) for \$1.5 million each, with the most recent payment being made on March 1. This total of \$3 million is thirty-eight times the tax revenue this property previously generated. It also paid the JDA over \$5 million at closing (\$4.5 million bond fee and \$700K legal fee reimbursement). An extended construction period is nothing new for Stanton Springs projects. Baxter (now Takeda) took seven years from closing on the bonds to being operational. The first Meta data center closed in 2018, and we are hoping to get final COs on the last two buildings this year (6 years later). Developments at this scale take time. In sum, Rivian is still committed to Georgia, and construction is paused, but PILOT payments and Rivian's obligations to maintain the site are not paused.

Ms. Hall reported on the Frontage Road. GDOT constructed the road and it is substantially complete but not yet open to the public as installation of streetlights, road signs and other final improvements are in progress. The State will name the road prior to turning over ownership to the JDA. She continues to work with Social Circle and Morgan County regarding designation of the road as public in their official records and an intergovernmental agreement with the JDA regarding the same. The road is expected to be open to the public at the end of June.

b. Economic Development Committee

Mr. Thompson noted that construction is ongoing at the Meta projects. He stated that Walton County is going to break ground on a large park in Walnut Grove with athletic fields, a senior center, amphitheater, walking trails and pickleball courts. Ms. Hall reported that filming activities have picked up in Newton County. Mr. Hughes reported for Morgan County that the City of Madison is reviewing its industrial zoning ordinance designations and that there is a moratorium in place until mid-May. Mr. Jordan noted that Mr. Dyer was not able to make the meeting and he is not aware of any updates for Jasper County.

c. Finance Committee

i. Financial Report

Mr. Steve Jordan reported that the Finance Committee met prior to this meeting to discuss the July 2024-June 2025 budget which will be presented for approval at the April JDA meeting. The committee discussed the breakdown between the expenses and revenues for Stanton Springs North and South and decided to start separate accounting on July 1st. General expenses will have to be attributed to each park based on a percentage. Mr. Jordan provided the financial report for February and reviewed the current account balances and monthly expenditures that were included in the meeting packet along with the February financials. Since the February meeting, Rivian paid a \$1.5 million PILOT payment on March 1st, and the JDA paid out \$2 million in PILOT payments to the counties and school districts. He also presented a spreadsheet showing the counties' investments and monetary benefits from 1999 through March 2024. The Counties invested \$10,473,193, they have received \$37,777,153.16, which results in a net of \$27,186,087. A breakdown of what each county and school district is shown on the spreadsheet. In addition to what is shown, Meta will pay a \$3 million PILOT payment by April 30th.

ii. Invoices

12 regular invoices and a packet of legal invoices were presented for payment including the following:

- 1. Legal Fee Summary: \$19,039.50 to SGR and \$12,750.00 to APG (includes general rep fees invoice below and a zoning litigation invoice)
- 2. Andrea P. Gray, LLC for general representation legal services \$11,865.00
- 3. Snapping Shoals \$67.80
- 4. Snapping Shoals-\$37.45
- 5. Allen Smith Consulting REBA grant 1 \$500.00
- 6. Allen Smith Consulting REBA grant 2- \$5,130.00
- 7. Allen Smith Consulting Takeda grant admin \$270.00
- 8. Thomas and Hutton invoices
 - i. \$22,859.36– for Rivian-related construction management for Pad 1 reimbursable through grant
 - ii. \$1,225.00 For Rivian-related construction testing- reimbursable through grant
 - iii. \$512.50 for Rivian-related construction management for Pad 1 reimbursable through grant
 - iv. \$8,762.50 For Rivian-related survey work reimbursable through grant
- 9. Cornerstone \$5,000

On a motion duly made by Mr. Bob Hughes seconded by Mr. Marcello Banes and unanimously approved, the invoices were approved as presented.

iii. Budget

Mr. Steve Jordan reported that a budget would be presented at the next meeting.

7. Resolution regarding Easement for NCWSA on Takeda property

Ms. Gray presented a Resolution to approve the conveyance of a permanent and temporary construction easement in favor of the NCWSA on Takeda property for purposes of installing a pump station and forced main connected to the new water reclamation facility. The JDA is required to approve the easement because it has fee simple ownership of the Takeda site subject to Takeda's lease. On a motion duly made by Mr. David Thompson, seconded by Mr. Bob Hughes and unanimously approved, the Resolution was approved as presented.

8. Public Comment

Mr. Jerry Silvio stated: We value public opinion and are appreciative of those of you who took the time to attend today. All of our meetings are open to the public. Each speaker must state their name and address. Each speaker has 2 minutes and speakers may not yield their time to others. This is not a question and answer session and no response from the JDA is required. We will take your comments into consideration and may reach out to you individually to discuss them further. The total time for comments will be limited to approximately 20 minutes.

Six public comments were made. These comments do not represent the sentiments or opinions of the JDA and the JDA makes no representations as to the factual accuracy thereof:

Mr. James Evans stated that with the pause in construction, there are less people on site to monitor activity and that people are using the frontage road despite it not being open. He stated that he is concerned about dumping.

Mr. Chas Moore expressed thanks for the JDA distributing \$2 million in PILOT funds. He stated that Rivian is not happening but the real issue is water problems. He stated that he is representing Mr. Eddie Clay. He spoke to a well digger and he can get a drilled well for around \$10,000. He suggested that the JDA or State pay for drilled wells for those impacted. He specifically mentioned Mr. Clay and the Jenkins.

Mrs. Joellen Artz questioned who is responsible for mowing on Old Mill Road and noted the high grass and contamination of other pastures with weeds. She requested that the debris from the two houses removed (one at Hwy 278 and Davis Academy and a second on Hwy 278 near Dixie Rd) be removed. She stated Mr. Thompson, Mr. Riden and Mr. Banes have campaign signs in the right of way that need to be moved. She stated that Ms. Zickert admitted to their attorney (Mr. Christy) that what she said about the Planning Commission not writing a study was not true and Mrs. Artz declined to clarify the comments she made at the February meeting.

Mrs. Christina Wertz expressed ongoing concerns regarding security and maintenance of vacant property given the pause in construction. She stated that the field across from Darel Drive needs to be mowed and

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stated that seed transfer from the field is generating weeds in her yard. She stated that the construction pause leaves her in limbo in selling their property.

Mrs. Megan Linebaugh repeated the amounts reported on monies paid to the counties and school districts from 1999 to March 2024 as \$10.5 million invested by the counties and \$37.7 million paid out by the JDA for a net benefit of approximately \$27 million. She asked what the total tax revenue would be if there were no PILOTs in place?

Mrs. Nicole Wassendorf stated that the statement by the Georgia Department of Economic Development that the site is not in a significant groundwater recharge area made it seem insignificant. It is a significant groundwater recharge area for the number of people it services and the size of it. She reviewed the Thomas & Hutton report which references the EPD report from 1984 which shows zones for groundwater recharge areas. This area is in the "could be" a significant recharge area. She stated that it is significant. The Hard Labor Creek study designates the Walton portion as being a significant groundwater recharge area.

9. Executive Session – Land acquisition, Litigation

On a motion duly made by Mr. Bob Hughes seconded by Mr. Don Jernigan and unanimously approved, the Authority moved into executive session to discuss land acquisition and litigation matters at 1:42 pm.

On a motion duly made by Mr. Bob Hughes, seconded by Mr. Don Jernigan and unanimously approved, the Authority moved out of Executive Session at 2:17 pm.

10. Adjourn

On a motion	duly ma	ade by l	Mr. B	Ben Riden,	seconded b	y Mr.	Mike	Owens,	and	unanimously	y approved	1, the
meeting was	adjourne	ed at 2:	17 pm	n.								

	Attest:
Chairman	Secretary



April 16, 2024

Ms. Andrea Gray JDA – Jasper, Morgan, Newton & Walton County 300 East Church Street Monroe, GA 30655

Re: JDA – Frontage Road Maintenance

Dear Ms. Gray:

Thank you for requesting our engineering and consulting services for providing assistance for Frontage Road Maintenance services to JDA – Jasper, Morgan, Newton & Walton County for Rivian property.

The following is a brief description of our proposed Scope of Services to be provided:

- Prepare documents to go out requesting pricing for maintenance of right–of–way for frontage road on Rivian property for a one–year contract.
- Request pricing pursuant to GA procurement laws.
- Review pricing and provide recommendation of award.

We propose that payment for our services will be as follows:

		Fee or Time &
<u>Phase</u>	Fee Structure	Expense Budget
		-
General Consulting:	Time & Expense – Budget (NOT TO EXCEED)	\$ 10,000.00

The above fee arrangements are on the basis of prompt payment of our invoices and the orderly and continuous progress of the Project through construction.

This proposal between JDA – Jasper, Morgan, Newton & Walton County(Client), and Thomas & Hutton Engineering Co. ("Consultant" or "Thomas & Hutton"), consisting of the Scope of Services, General Provisions, Consulting Services Rate Sheet, and this letter with authorized signatures, represents the entire understanding between you and us with respect to the Project. This agreement may only be modified in writing if signed by both of us.

CLIENT'S INITIALS

CONSULTANT'S INITIALS

Ms. Andrea Gray JDA – Jasper, Morgan, Newton & Walton County Letter Agreement for Services April 16, 2024 Page Two

It is our understanding that no work will commence until written authorization is provided to us by you for the Project.

If the arrangements set forth in these documents are acceptable to you, please sign and initial the enclosed documents in the spaces provided below and return to us. This proposal will be open for acceptance until May 16, 2024, unless changed by us in writing.

We appreciate the opportunity to prepare this proposal and look forward to working with you on the project.

The parties agree and acknowledge that any of the parties hereto may execute this agreement by electronic signature, and the other party may rely upon such electronic signature as an original record of signature.

Very truly yours,

THOMAS & HUTTON ENGINEERING CO.
By
Ralph L. Forbes, PE
Vice President / Regional Director

Enclosures: General Provisions

Consulting Services Rate Sheet

JDA - JASPER, MORGAN, NEWTON & WALTON COUNTY

ACCEPTED: _		, 2024
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CONSULTANT'S INITIALS

PAYMENT FOR SERVICES

For services rendered, CLIENT shall pay CONSULTANT as outlined in the Letter Agreement for Services.

Payment for services on the basis of "Time & Expense" shall be paid according to the Consulting Services Rate Sheet attached hereto.

Project related costs for printing, reproductions, materials, and travel will be billed as reimbursable expenses.

Projects will be billed monthly or at the completion of the work, whichever comes sooner, with payment due upon receipt. Payment will be considered overdue after forty-five (45) days from date of invoice, with interest charged at a monthly rate of 1.5 percent (18 percent annual rate).

CONSULTANT reserves the right to suspend work hereunder or any other work to be performed by CONSULTANT for CLIENT or any of its affiliates under a separate agreement or agreements with CONSULTANT in the event of delinquent payment by CLIENT to CONSULTANT hereunder or in the event of delinquent payment by CLIENT or its affiliates to CONSULTANT under a separate agreement or agreements. For all purposes hereof, affiliate means (i) in the case of an individual, any relative of any person listed among the following, (ii) any officer, director, trustee, partner, manager, employee or holder of 5 percent or more of any class of the voting securities of or equity interest in CLIENT; (iii) any corporation, partnership, limited liability company, trust, or other entity controlling, controlled by, or under common control with CLIENT; or (iv) any officer, director, trustee, partner, manager, employee, or holder of 5 percent or more of the outstanding voting securities of any corporation, partnership, limited liability company, trust, or other entity controlling, controlled by, or under common control with CLIENT.

In the event legal action is necessary to enforce the payment terms of this Agreement, CONSULTANT will be entitled to collect from CLIENT any judgment or settlement sums due, plus reasonable attorneys' fees, court costs, and other expenses incurred by CONSULTANT for such collection action, and, in addition, the reasonable value of CONSULTANT's time and expenses spent for such collection action, computed according to CONSULTANT's prevailing fee schedule and expense policies.

ASSIGNMENT

Neither party to this Agreement may transfer, sublet, or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by CONSULTANT as a generally accepted business practice, is not considered an assignment for purposes of this Agreement.

CLIENT'S RESPONSIBILITIES

A. Access

CLIENT shall make provisions for CONSULTANT to enter upon public and private lands as required to perform such work as surveys and inspections in development of the Project.

B. CLIENT's Representative

CLIENT shall designate in writing one person to act as CLIENT's Representative with respect to the work to be performed under this Agreement. This Representative will have complete authority to transmit instructions, receive information, and interpret and define CLIENT's policy and decisions, with respect to the product, materials, equipment, elements, and systems pertinent to the work covered by this Agreement.

C. Fees

CLIENT is responsible for payment of fees associated with the project. Such fees include permit review and application fees, impact fees, and capacity fees. CONSULTANT will notify CLIENT regarding the amount of fees and timing of payment.

CONSULTANT'S RESPONSIBILITIES

In providing services under this Agreement, CONSULTANT will perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. No other representation expressed or implied, and no warranty or guarantee is included or intended in the Agreement, or in any report, opinion, document, or otherwise.

OWNERSHIP OF INSTRUMENTS OF SERVICE

All reports, drawings, specifications, computer files, electronic files, BIM models, field data, notes and other documents and instruments prepared by CONSULTANT as instruments of service remain the property of CONSULTANT. CONSULTANT retains all common law, statutory, and other reserved rights, including, without limitation, the copyrights thereto. CONSULTANT will retain these records for a period of two (2) years following their completion during which period paper copies will be made available to CLIENT at reasonable times.

ELECTRONIC FILES

In accepting and utilizing any drawings, reports, and data on any form of electronic media generated and furnished by CONSULTANT, CLIENT agrees that all such electronic files are instruments of service of CONSULTANT, who will be deemed the author, and will retain all common law, statutory law, and other rights, without limitation, including copyrights.

CLIENT agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. CLIENT agrees not to transfer these electronic files to others without the prior written consent of CONSULTANT. CLIENT further agrees to waive all claims against CONSULTANT resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than CONSULTANT.

CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by CONSULTANT and electronic files, the signed or sealed hard-copy construction documents will govern.

In addition, CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless CONSULTANT, its officers, directors, employees, and subconsultants (collectively, CONSULTANT) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than CONSULTANT or from any reuse of the electronic files without the prior written consent of CONSULTANT.

Under no circumstances will delivery of electronic files for use by CLIENT be deemed a sale by CONSULTANT, and CONSULTANT makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event will CONSULTANT be liable for indirect or consequential damages as a result of CLIENT's use or reuse of the electronic files.

CERTIFICATIONS, GUARANTEES, AND WARRANTIES

CONSULTANT will not be required to sign any documents, no matter by whom requested, that would result in CONSULTANT having to certify, guarantee, or warrant the existence of conditions whose existence CONSULTANT cannot ascertain, or any way might, in the sole judgment of CONSULTANT, increase CONSULTANT's contractual

APRIL 1, 2024

or legal obligations or risks, or adversely affect the availability or cost of its professional or general liability insurance. CLIENT also agrees not to make resolution of any dispute with CONSULTANT or payment of any amount due to CONSULTANT in any way contingent upon CONSULTANT signing any such certification.

ACCESSIBILITY

CLIENT acknowledges that the requirements of the Americans with Disabilities Act (ADA), Fair Housing Act (FHA) and other federal, state, and local accessibility laws, rules, codes, ordinances, and regulations will be subject to various and possibly contradictory CONSULTANT, therefore, will use reasonable professional efforts and judgment to interpret applicable accessibility requirements in effect as of the date of the execution of this Agreement and as they apply to the Project. CONSULTANT, however, cannot and does not warrant or guarantee that CLIENT's Project will comply with all interpretations of the accessibility requirements and/or the requirements of other federal, state, and local laws, rules, codes, ordinances, and regulations as they apply to the Project. Any changes in the applicable law or contrary interpretations of existing law subsequent to the issuance of permits that requires CONSULTANT to perform redesign will be considered an additional service.

SUBSTITUTIONS

Upon the written request or direction of CLIENT, CONSULTANT will evaluate and advise CLIENT with respect to proposed or requested changes in materials, products, or equipment. CONSULTANT will be entitled to rely on the accuracy and completeness of the information provided in conjunction with the requested substitution. CONSULTANT will not be responsible for errors, omissions, or inconsistencies in information by others or in any way resulting from incorporating such substitution into the Project. CLIENT will be invoiced for this service on a Time & Expense basis unless both parties mutually agree on a lump sum fee.

OPINIONS OF PROBABLE COSTS

Since CONSULTANT has no control over the cost of labor, materials, or equipment, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, opinions of probable construction costs provided for herein are to be made on the basis of experience and qualifications. These opinions represent CONSULTANT's best judgment as a design professional familiar with the construction industry.

However, CONSULTANT cannot and does not guarantee that proposals, bids, or the construction cost will not vary from opinions of probable construction costs prepared by CONSULTANT.

BETTERMENT

If, due to CONSULTANT's negligence, a required item or component of the Project is omitted from CONSULTANT's construction documents, CONSULTANT will not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will CONSULTANT be responsible for any cost or expense that provides betterment, upgrades, or enhances the value of the Project.

CHANGED CONDITIONS

If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to CONSULTANT are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks, or other material terms of this Agreement, CONSULTANT may call for renegotiation of appropriate portions of this Agreement. CONSULTANT shall notify CLIENT of the changed conditions necessitating renegotiation, and CONSULTANT and CLIENT shall promptly and in good faith enter into

renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement in accordance with the Termination provision hereof.

CODE COMPLIANCE

CONSULTANT shall exercise usual and customary professional care in its efforts to comply with applicable laws, codes, and regulations in effect as of the date this agreement was written. Design changes made necessary by newly enacted laws, codes, and regulations after this date will entitle CONSULTANT to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement.

In the event of a conflict between laws, codes, and regulations of various governmental entities having jurisdiction over the Project, CONSULTANT shall notify CLIENT of the nature and impact of such conflict. CLIENT agrees to cooperate and work with CONSULTANT in an effort to resolve this conflict.

VALUE ENGINEERING

(If) CLIENT has elected to engage in value engineering of the Project, CLIENT has established cost as a primary project objective over other programming, performance, and aesthetic objectives and recognizes that in doing so, it has limited the available design and product options. These limitations may impact the overall project cost, schedule, and performance. CLIENT has accepted these risks and impacts in recognition of the importance it has placed on project cost.

DELEGATED DESIGN

Where any design services are provided by persons or entities not under CONSULTANT's direct control, CONSULTANT's role will be limited to its evaluation of the general conformance with the design intent and the interface with CONSULTANT's design and portion of the Project. Except to the extent, it is actually aware of a deficiency, error, or omission in such design by others, CONSULTANT will have no responsibility for such design and may rely upon its adequacy, accuracy, and completeness in all respects.

LIMITS OF LIABILITY

Nothing contained in this Agreement will create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or CONSULTANT. CONSULTANT's services under this Agreement are being performed solely for CLIENT's benefit, and no other party or entity will have any claim against CONSULTANT because of this Agreement or the performance or nonperformance of services hereunder. CLIENT and CONSULTANT agree to require a similar provision in all contracts with contractors, subconsultants, vendors, and other entities involved in this Project to carry out the intent of this provision.

To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability, in the aggregate, of CONSULTANT and CONSULTANT's officers, directors, partners, employees, and sub-consultants, and any of them, to CLIENT and anyone claiming by or through CLIENT (including, but not limited to construction contractors & subcontractors), for any and all claims, losses, costs, or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed \$200,000 or CONSULTANT's fee for services rendered, under this Agreement, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. This liability cap may be increased by mutual consent of both parties and in exchange for additional compensation.

APRIL 1, 2024

It is our understanding CLIENT has elected to exclude Construction Observation and Monitoring from this contract. Based on this understanding, CLIENT assumes all responsibility for interpretation of the documents and for construction observation and supervision activities and waives any claims against CONSULTANT that may in any way connected thereto. In addition, CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless CONSULTANT from any loss, claim, or cost including reasonable attorneys' fees resulting from the performance of such services by other persons or entities and all claims arising from clarifications, interpretations, or changes made to the contract documents or work specified therein to reflect field or other changes made except for sole negligence or willful misconduct of CONSULTANT. Any requests for specific construction observation services by CLIENT.

TIME BAR TO LEGAL ACTION

All legal actions by either party against the other arising out of or in any way connected with this Agreement or the services to be performed hereunder will be barred and under no circumstances will any such legal action be initiated by either party after five (5) years from the date of Substantial Completion, unless this Agreement is terminated earlier, in which case the date of termination of this Agreement will be the date on which such period commences. Nothing in this Agreement is construed to waive any protections granted under existing laws of the state in which the work is performed.

ACTS OF OTHERS

CONSULTANT will not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by contractor(s) or the safety precautions and programs incident to the work of contractor(s). CONSULTANT will not be responsible for the failure of contractor(s) to perform the work in accordance with the Contract Documents.

CONSULTANT will not be responsible for the acts or omissions of any contractor, or sub-contractor, or any of the contractor(s)', or sub-contractor(s)' agents, or employees or any other persons (except CONSULTANT's own employees and agents) at the site or otherwise performing any of the contractor(s)' work. However, nothing contained herein will be construed to release CONSULTANT from liability for failure to perform properly the duties undertaken by CONSULTANT in the Contract Documents.

CONSULTANT will not be responsible for the acts, omissions, means, methods, or specifications of other design professionals not directly retained by CONSULTANT. Unless specifically stated otherwise, CONSULTANT's work and responsibility under this Agreement terminates at the building pad or within five (5) feet of the building, whichever is greater, for any proposed building shown on the plans. CLIENT/Architect/Contractor is responsible for compliance with codes, regulations, manufacturer specifications, and construction methods related to the building structure. In no circumstance is CONSULTANT responsible for any portion of the building, especially as it relates to moisture or mold.

INDEMNIFICATION

CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold harmless CLIENT, its officers, directors, and employees (collectively, CLIENT) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by CONSULTANT's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom CONSULTANT is legally liable.

CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless CONSULTANT, its officers, directors, employees, and subconsultants (collectively, CONSULTANT) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense

costs, to the extent caused by CLIENT's negligent acts in connection with the Project and the acts of its contractors, subcontractors, or consultants or anyone for whom CLIENT is legally liable.

Neither CLIENT nor CONSULTANT will be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

CONSEQUENTIAL DAMAGES

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither CLIENT nor CONSULTANT, their respective officers, directors, partners, employees, contractors, or subconsultants will be liable to the other or will make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages includes, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both CLIENT and CONSULTANT shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

INSURANCE

Consultant will provide and maintain, until the services are completed and accepted by Client, the following minimum insurance coverage:

- (1) Workers' Compensation As per Statutory requirements.
- (2) Employer's Liability \$1,000,000 per occurrence and \$2,000,000 in aggregate.
- Commercial General Liability \$1,000,000 per occurrence and \$2,000,000 in aggregate.
- (4) Automobile Liability \$1,000,000 per occurrence and \$2,000,000 in aggregate.
- (5) Professional Liability \$1,000,000 per claim and \$2,000,000 in aggregate.

Any insurance on a "claims made" basis will be maintained for three (3) years after completion of the Services or any period required by this Agreement, whichever is longer. Consultant will include these minimum insurance requirements in its subcontracts.

DISPUTE RESOLUTION

Any dispute or claim arising out of or relating to this Agreement will be determined as follows: CONSULTANT and CLIENT will negotiate in good faith to reach agreement. If negotiations are unsuccessful, CONSULTANT and CLIENT agree the dispute will be settled by mediation. In the event the dispute or any issues remain unresolved after the above steps, the disagreement will be decided by such remedies of law as they are available to the parties. The appointment of a mediator and location will be subject to agreement between CONSULTANT and CLIENT with each party being responsible for their portion of those costs.

JOBSITE SAFETY

Neither the professional activities of CONSULTANT, nor the presence of CONSULTANT or its employees and subconsultants at a project site, imposes any duty on CONSULTANT, nor relieve a general contractor of its obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequence, techniques, or procedures necessary for performing, superintending, and coordinating the work in accordance with the Contract Documents



APRIL 1, 2024

and any health or safety precautions required by any regulatory agencies. CONSULTANT and its personnel have no authority to exercise any control over any contractor or its employees in connection with their work or any health or safety programs or procedures. CLIENT agrees that the general contractor will be solely responsible for jobsite and worker safety and warrants that this intent will be carried out in CLIENT's contract with the general contractor. CLIENT also agrees that the general contractor will indemnify and hold harmless CLIENT, CONSULTANT, and CONSULTANT's subconsultants. CLIENT also agrees that CLIENT, CONSULTANT, and CONSULTANT's subconsultants will be made additional insureds under the general contractor's policies of general liability insurance.

DELAYS

CLIENT agrees that CONSULTANT is not responsible for damages arising directly or indirectly from any delays for causes beyond CONSULTANTS's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war, or other emergencies; failure of any government agency to act in timely manner; failure of performance by CLIENT or CLIENT'S contractors or consultants; or discovery of any hazardous substances or differing site conditions.

In addition, if the delays resulting from any such causes increase the cost or time required by CONSULTANT to perform its services in an orderly and efficient manner, CONSULTANT will be entitled to a reasonable adjustment in schedule and compensation.

HAZARDOUS MATERIAL

Both parties acknowledge that CONSULTANT's Scope of Services does not include any services related to the presence of any hazardous or toxic materials and/or mold. In the event CONSULTANT or any other person or entity involved in the project, encounters any hazardous or toxic materials and/or mold, or should it become known to CONSULTANT that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of CONSULTANT's services, CONSULTANT may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until CLIENT retains appropriate qualified consultants and/or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

CLIMATE CHANGE

In no event will CONSULTANT be responsible or liable for any failure or delay in the performance of its obligations or impact to the project in any way hereunder arising out of or caused by, directly or indirectly, climate change, including but not limited to sea level rise.

APPLICATIONS FOR PERMITS AND CERTIFICATES REQUESTED ON BEHALF OF CLIENT

CLIENT shall indemnify and hold harmless CONSULTANT from and against any and all judgments, losses, damages, and expenses (including attorney's fees and defense costs) arising from or related to claims by third parties to challenge the issuance of permits or certificates for the Project by agencies with jurisdiction over the project. Defense costs include the time and expenses of CONSULTANT's personnel to assist in the defense of the issuance of the permit or certificate.

TERMINATION

In the event of termination of this Agreement by either party, within fifteen (15) calendar days of termination CLIENT shall pay CONSULTANT for all services rendered and all reimbursable costs incurred by CONSULTANT up to the date of termination, in accordance with the payment provisions of this Agreement.

Either party may terminate this Agreement for the convenience and without cause upon giving the other party not less than fifteen (15) calendar days' written notice.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for any of the following reasons:

- Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
- Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
- Suspension of the Project or CONSULTANT's services by CLIENT for more than ninety (90) calendar days, consecutive or in the aggregate;
- Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

In the event of any termination that is not the fault of CONSULTANT, CLIENT shall pay CONSULTANT, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by CONSULTANT in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

SIGNAGE

CLIENT agrees to allow CONSULTANT to place a sign on the project site during construction. The sign will include general information relative to CONSULTANT. CONSULTANT will be responsible for the sign installation and removal.

AMENDMENT

This Agreement can be amended by addenda if agreed to in writing and signed by both parties.



THOMAS & HUTTON

2024 CONSULTING SERVICES RATE SHEET

- . This basis includes allowance for direct salary expenses and for direct non-salary expenses. It also provides for services we may subcontract to others.
- 2. Direct salary expenses are generally based upon our payroll costs. The payroll costs include the cost of salaries and wages (including sick leave, vacation, and holiday pay) for time directly chargeable to the project; plus, unemployment, excise, payroll taxes, and contributions for social security, employment compensation insurance, retirement benefits, and medical and insurance benefits.

The current hourly rate charges for each skill position for 2024 are as follows:

Hourly Rate	Engineer	Survey	Landscape	GIS	Quality Control	Business/ Administrative
\$ 305.00	Consultant	Consultant	Consultant	Consultant	Consultant	
\$ 280.00	Senior Manager	Senior Manager Survey Party (3–Men)	Senior Manager	Senior Manager	Senior Manager	Senior Manager
\$ 255.00	Project Manager V Project Engineer V	Survey Manager V Project Surveyor V	Landscape Architect V LA Project Manager V	GIS Manager V		
\$ 230.00	Project Manager IV Project Engineer IV	Survey Manager IV Project Surveyor IV	Landscape Architect IV LA Project Manager IV	GIS Manager IV		Senior Application Developer IV, Software/Computer Consultant IV
\$ 220.00	Project Manager III Project Engineer III	Survey Manager III Project Surveyor III	Landscape Architect III LA Project Manager III	GIS Manager III		Senior Application Developer III, Software/Computer Consultant III
\$ 205.00	Project Manager II Project Engineer II	Survey Manager II Project Surveyor II Survey Party (2–Men)	Landscape Architect II LA Project Manager II	GIS Manager II	Construction Administrator II	Senior Application Developer II, Software/Computer Consultant II
\$ 190.00	Project Manager I Project Engineer I	Survey Manager I Project Surveyor I	Landscape Architect I LA Project Manager I	GIS Manager I	Construction Administrator I	Grant Administrator, Senior Application Developer I, Software/Computer Consultant I
\$ 175.00	Designer IV Engineering Technician IV	Staff Surveyor V Survey Field Supervisor	Landscape Designer IV	GIS Analyst IV	Field Representative V	Application Developer IV
\$ 165.00	Designer III Engineering Technician III	Staff Surveyor IV	Landscape Designer III	GIS Analyst III	Field Representative IV	Application Developer III
\$ 150.00	Designer II Engineering Technician II	Staff Surveyor III Survey Party (1–Man)	Landscape Designer II	GIS Analyst II		Permit Coordinator III Application Developer II
\$ 135.00	Designer I Engineering Technician I	Staff Surveyor II	Landscape Designer I	GIS Analyst I	Field Representative III	Application Developer I, Permit Coordinator II, Admin IV
\$ 120.00	CADD Technician III	Staff Surveyor I Survey Technician III	Landscape Technician III	GIS Technician III	Field Representative II	Permit Coordinator I
\$ 110.00	CADD Technician II	Survey Technician II	Landscape Technician II	GIS Technician II		
\$ 105.00	CADD Technician I	Survey Technician I	Landscape Technician I	GIS Technician I		Admin III
\$ 100.00					Field Representative I	Admin II
\$ 95.00						Admin I
\$ 465.00	Expert Witness					

- 3. When warranted, overtime will be charged for any non-salary employees. Overtime hours will be billed at 1.5 times the individual's charge rate.
- 4. Direct non-salary (reimbursable) expenses, including printing, reproduction, air travel, lodging, and meals are billed at cost. Travel in company or private vehicles will be billed at the IRS Standard Mileage Rate and may be revised based on fuel pricing. Outside consultant fees will be billed at 1.15 times the cost.
- 5. All rates and charges are effective through December 31st, 2024, including printing, reproductions, materials, and travel and are subject to change at that time. New rates and costs will become immediately effective to contracts in effect at the time of rate changes.

Joint Dev. Auth of Jasper, Morgan, Newton & Walton Counties Balance Sheet Prev Year Comparison

As of March 31, 2024

	Mar 31, 24	Mar 31, 23	\$ Change	% Change
ASSETS				
Current Assets				
Checking/Savings				
Checking - Truist	12,401.27	15,559.39	-3,158.12	-20.3%
Bk of Madison-MMA	7,218,905.10	2,749,821.90	4,469,083.20	162.52%
Bk of Madison-Cap Proj-Checking	264,964.49	338,256.30	-73,291.81	-21.67%
Bk of Madison-Cap Proj-MMA	1,924,097.09	1,374,375.73	549,721.36	40.0%
Bk of Madison-JMNW Disbursment	79,326.57	161,124.87	-81,798.30	-50.77%
Bank of Madison-Tax Revenue	0.61	0.61	0.00	0.0%
EDGE Grant Acct	90.25	90.25	0.00	0.0%
Bond Purchase Acct	1.00	1.00	0.00	0.0%
Total Checking/Savings	9,499,786.38	4,639,230.05	4,860,556.33	104.77%
Accounts Receivable				
Accounts Receivable	3,000,000.00	79,290.86	2,920,709.14	3,683.54%
Total Accounts Receivable	3,000,000.00	79,290.86	2,920,709.14	3,683.54%
Total Current Assets	12,499,786.38	4,718,520.91	7,781,265.47	164.91%
TOTAL ASSETS	12,499,786.38	4,718,520.91	7,781,265.47	164.91%
LIABILITIES & EQUITY				
Equity				
Restricted Fund Balance	1,500,000.00	1,500,000.00	0.00	0.0%
Fund Balance	2,329,462.87	36,736,443.11	-34,406,980.24	-93.66%
Net Income	8,670,323.51	-33,517,922.20	42,188,245.71	125.87%
Total Equity	12,499,786.38	4,718,520.91	7,781,265.47	164.91%
TOTAL LIABILITIES & EQUITY	12,499,786.38	4,718,520.91	7,781,265.47	164.91%

Joint Dev. Auth of Jasper, Morgan, Newton & Walton Counties Profit & Loss Budget vs. Actual

July 2023 through March 2024

	Jul '23 - Mar 24	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense			<u>. </u>	
Income				
Intergovernmental Revenue				
NCWSA - Inter Govt	0.00	380,837.50	-380,837.50	0.0%
Inter Govt - Other	7,300.00	7,300.00	0.00	100.0%
Total Intergovernmental Revenue	7,300.00	388,137.50	-380,837.50	1.88%
Land sales				
Reimbursement of costs	794,532.45	794,533.00	-0.55	100.0%
Land sales - Other	25,000.00			
Total Land sales	819,532.45	794,533.00	24,999.45	103.15%
Grant income				
2022 REBA Grant	22,615,965.17	24,284,485.00	-1,668,519.83	93.13%
2023 REBA Grant	0.00	11,320,000.00	-11,320,000.00	0.0%
Total Grant income	22,615,965.17	35,604,485.00	-12,988,519.83	63.52%
PILOT Payments				
Morning Hornet Project	3,000,000.00	3,000,000.00	0.00	100.0%
Rivian Project	3,000,000.00	3,000,000.00	0.00	100.0%
Total PILOT Payments	6,000,000.00	6,000,000.00	0.00	100.0%
Underwriting fee - Bond fee				
Reimb NCIDA & DAWC	-180,000.00	-180,000.00	0.00	100.0%
Underwriting fee - Bond fee - Other	4,500,000.00	4,500,000.00	0.00	100.0%
Total Underwriting fee - Bond fee	4,320,000.00	4,320,000.00	0.00	100.0%
Miscellaneous income	48,152.00			
Total Income	33,810,949.62	47,107,155.50	-13,296,205.88	71.78%
Expense				
Bank charges	15.00	0.00	15.00	100.0%
Distribution to Counties	2,000,000.00	2,000,000.00	0.00	100.0%
Insurance expense	81,590.08	100,000.00	-18,409.92	81.59%
Miscellaneous expense	250.00	25,000.00	-24,750.00	1.0%
Owners Assoc fees	106.70	100.00	6.70	106.7%
Professional				
Accounting expense	28,800.00	35,000.00	-6,200.00	82.29%
Audit expense	15,000.00	15,000.00	0.00	100.0%
Consulting	450.00	200.00	250.00	225.0%
Grant Consulting - REBA	25,700.00	60,000.00	-34,300.00	42.83%
Engineering expense				
Engineering exp	0.00	20,000.00	-20,000.00	0.0%
Total Engineering expense	0.00	20,000.00	-20,000.00	0.0%
Legal expense	77,940.00	80,000.00	-2,060.00	97.43%
Litigation expense	314,013.84	1,000,000.00	-685,986.16	31.4%
Total Professional	461,903.84	1,210,200.00	-748,296.16	38.17%

	Jul '23 - Mar 24	Budget	\$ Over Budget	% of Budget
Public Relations Firm	65,000.00	85,000.00	-20,000.00	76.47%
Rivian - JDA Continuing Costs				
Frontage Rd Maintenance	0.00	25,000.00	-25,000.00	0.0%
Total Rivian - JDA Continuing Costs	0.00	25,000.00	-25,000.00	0.0%
Security expense	3,600.00	4,800.00	-1,200.00	75.0%
Training	0.00	20,000.00	-20,000.00	0.0%
Utilities	858.17	1,100.00	-241.83	78.02%
Total Expense	2,613,323.79	3,471,200.00	-857,876.21	75.29%
Net Ordinary Income	31,197,625.83	43,635,955.50	-12,438,329.67	71.5%
Other Income/Expense				
Other Income				
Interest income				
Interest income - banks	163,051.55	10,000.00	153,051.55	1,630.52%
Interest income - NCWSA debt	0.00	7,616.75	-7,616.75	0.0%
Total Interest income	163,051.55	17,616.75	145,434.80	925.55%
Total Other Income	163,051.55	17,616.75	145,434.80	925.55%
Other Expense				
Capital Outlay				
Engineering - General Consult	0.00	5,000.00	-5,000.00	0.0%
Stanton Springs North				
Stanton Sp North - Construction	21,697,293.96	24,284,485.00	-2,587,191.04	89.35%
Rivian - Expenses	4,916.23	0.00	4,916.23	100.0%
Rivian - Reimbursable Expenses	988,143.68	0.00	988,143.68	100.0%
Stanton Springs North - Other	0.00	11,320,000.00	-11,320,000.00	0.0%
Total Stanton Springs North	22,690,353.87	35,604,485.00	-12,914,131.13	63.73%
Memorial Garden Project	0.00	25,000.00	-25,000.00	0.0%
Total Capital Outlay	22,690,353.87	35,634,485.00	-12,944,131.13	63.68%
Total Other Expense	22,690,353.87	35,634,485.00	-12,944,131.13	63.68%
Net Other Income	-22,527,302.32	-35,616,868.25	13,089,565.93	63.25%
Net Income	8,670,323.51	8,019,087.25	651,236.26	108.12%

Joint Dev. Auth of Jasper, Morgan, Newton & Walton Counties General Ledger As of March 31, 2024

As of March 31, 2024								
Туре	Date	Num	Name	Memo	Split	Debit	Credit	Balance
Checking - Truist								40,934.44
Check	07/05/2023	Draft	Snapping Shoals	Acct 4283669	Utilities		29.96	40,904.48
Check	07/05/2023	Draft	Snapping Shoals	Acct 4283727	Utilities		64.08	40,840.40
Bill Pmt -Check	07/19/2023	1082	Andrea P. Gray, LLC		Accounts Payable		6,465.00	34,375.40
Check	07/25/2023	1083	Allen Smith Consulting Inc	grant	Consulting		180.00	34,195.40
Check	08/02/2023	Draft	Snapping Shoals	Acct 4283669	Utilities		29.96	34,165.44
Check	08/02/2023	Draft	Snapping Shoals	Acct 4283727	Utilities		64.31	34,101.13
Check	08/22/2023	1084	Andrea P. Gray, LLC	Inv \$92 General Representation	Legal expense		6,765.00	27,336.13
Check	09/05/2023	Draft	Snapping Shoals	Acct 4283669	Utilities		29.96	27,306.17
Check	09/05/2023	Draft	Snapping Shoals	Acct 4283727	Utilities		63.99	27,242.18
Check	09/26/2023	1085	Andrea P. Gray, LLC	Inv #93 General Representation	Legal expense		7,350.00	19,892.18
Check	10/03/2023	Draft	Snapping Shoals	Acct 4283669	Utilities		29.96	19,862.22
Check	10/03/2023	Draft	Snapping Shoals	Acct 4283727	Utilities		62.43	19,799.79
Check	10/24/2023	1086	Andrea P. Gray, LLC	Inv #94 General Representation	Legal expense		7,590.00	12,209.79
Check	10/24/2023	1087	Deposit	VOID: Voided	Bank charges	0.00		12,209.79
Check	10/24/2023	1088	Deposit	VOID: Voided	Bank charges	0.00		12,209.79
Check	10/24/2023	1089	Valdis Culver		Security expense		200.00	12,009.79
Check	10/24/2023	1090	Sherri Collier		Security expense		200.00	11,809.79
Check	11/01/2023	Draft	Snapping Shoals	Acct 4283727	Utilities		62.47	11,747.32
Check	11/01/2023	Draft	Snapping Shoals	Acct 4283669	Utilities		29.96	11,717.36
Check	11/06/2023	1091	Sherri Collier		Security expense		200.00	11,517.36
Check	11/06/2023	1092	Tremille Riley		Security expense		200.00	11,317.36
Check	11/07/2023	1093	Andrea P. Gray, LLC	Inv #95	Legal expense		6,570.00	4,747.36
				Approved transfer from Truist Ck				
Deposit	11/07/2023	Trnsf	Bank of Madison	to Cap Proj Ck	Bk of Madison-Cap Proj-Checking	50,000.00		54,747.36
Check	11/28/2023	1095	Tremille Riley	Meeting security	Security expense		200.00	54,547.36
Check	11/28/2023	1094	Sherri Collier	Meeting security	Security expense		200.00	54,347.36
Check	12/04/2023	Draft	Snapping Shoals	Acct 4283727	Utilities		62.21	54,285.15
Check	12/04/2023	Draft	Snapping Shoals	Acct 4283669	Utilities		29.96	54,255.19
Check	12/19/2023	1096	Andrea P. Gray, LLC	Inv 96 Gen'l representation	Legal expense		6,940.00	47,315.19
Check	12/19/2023	1097	Andrea P. Gray, LLC		Miscellaneous expense		250.00	47,065.19
Check	12/19/2023	1098	Valdis Culver	Monthly mtg security	Security expense		400.00	46,665.19
Check	12/19/2023	1099	Wayne Watts	Monthly mtg security	Security expense		400.00	46,265.19
Check	12/31/2023	Draft	Truist	Bk charges	Bank charges		15.00	46,250.19
Check	01/02/2024	Draft	Snapping Shoals	Acct 4283669	Utilities		29.96	46,220.23
Check	01/02/2024	Draft	Snapping Shoals	Acct 4283727	Utilities		60.22	46,160.01
Check	01/23/2024	1100	Andrea P. Gray, LLC	Inv 97 Gen'l representation	Legal expense		9,060.00	37,100.01
Check	01/29/2024	1101	Michael Cunningham	Monthly mtg security	Security expense		400.00	36,700.01
Check	01/29/2024	1102	Sherri Collier	Monthly mtg security	Security expense		400.00	36,300.01
Check	02/05/2024	Draft	Snapping Shoals	Acct 4283727	Utilities		67.35	36,232.66
Check	02/05/2024	Draft	Snapping Shoals	Acct 4283669	Utilities		37.45	36,195.21
Check	02/28/2024	1103	Andrea P. Gray, LLC	Inv 98 Gen'l representation	Legal expense		10,755.00	25,440.21
Check	03/05/2024	Draft	Snapping Shoals	Acct 4283669	Utilities		37.45	25,402.76
Check	03/05/2024	Draft	Snapping Shoals	Acct 4283727	Utilities		66.49	25,336.27
Check	03/26/2024	1104	Andrea P. Gray, LLC	Inv 99 Gen'l representation Inv 13840 - EDGE grant	Legal expense		11,865.00	13,471.27
Check	03/26/2024	1105	Allen Smith Consulting Inc	administration	Consulting		270.00	13,201.27
Check	03/26/2024	1106	Michael Cunningham	Monthly mtg security	Security expense		400.00	12,801.27
Check	03/26/2024	1107	Sherri Collier	Monthly mtg security	Security expense		400.00	12,401.27
Total Checking - Truist					•	50,000.00	78,533.17	12,401.27
Bk of Madison-MMA								2,770,465.32
Deposit	07/31/2023	Deposit	Bank of Madison	July interest	Interest income - banks	7,067.70		2,777,533.02
Deposit	08/31/2023	Deposit	Bank of Madison	August interest	Interest income - banks	7,635.03		2,785,168.05
				47				

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Туре	Date	Num	Name	Memo	Split	Debit	Credit	Balance
Deposit	09/30/2023	Deposit	Bank of Madison	September interest	Interest income - banks	7,793.73		2,792,961.78
Deposit	10/31/2023	Deposit	Bank of Madison	October interest Rivian bond fee less NC & Wal	Interest income - banks	8,598.30		2,801,560.08
Deposit	11/10/2023			comm due	-SPLIT-	4,320,000.00		7,121,560.08
Deposit	11/30/2023	Deposit	Bank of Madison	November interest	Interest income - banks	15,774.79		7,137,334.87
Deposit	12/31/2023	Deposit	Bank of Madison	December interest	Interest income - banks	20,639.10		7,157,973.97
Deposit	01/31/2024	Бороск	Bank of Madison	January interest	Interest income - banks	20,698.78		7,178,672.75
Deposit	02/29/2024	Deposit	Bank of Madison	February interest	Interest income - banks	19,417.56		7,198,090.31
Deposit	03/31/2024	Deposit	Bank of Madison	March interest	Interest income - banks	20,814.79		7,218,905.10
Total Bk of Madison-MM						4,448,439.78	0.00	7,218,905.10
Bk of Madison-Cap Pro						,, , , , , , , , , , , , , , , , , , , ,		28,299.11
Deposit	07/11/2023	Trnsf	Bank of Madison	Trnsf from Cap Proj MMA to Ck	Bk of Madison-Cap Proj-MMA	250,000.00		278,299.11
Bill Pmt -Check	07/12/2023	Wire	Thomas & Hutton	, ,	Accounts Payable	,	26,488.44	251,810.67
Check	07/25/2023	1296	Andrea P. Gray, LLC	Inv 91 Rivian	Legal expense		915.00	250,895.67
Check	07/25/2023	1297	Andrea P. Gray, LLC	Inv 5	Legal expense		360.00	250,535.67
Check	07/25/2023	1298	Andrea P. Gray, LLC	Inv 5	Legal expense		1,230.00	249,305.67
Check	07/25/2023	1299	Smith Gambrell & Russell LLP	Inv 1124108 & 1120153	Litigation expense		29,196.00	220,109.67
Check	07/25/2023	1300	Smith Gambrell & Russell LLP	Inv 1124103 & 1119467	Litigation expense		21,833.50	198,276.17
Check	07/25/2023	1301	Smith Gambrell & Russell LLP	Inv 1119079	Litigation expense		6,023.80	192,252.37
Check	07/25/2023	1302	Smith Gambrell & Russell LLP	Inv 1124094 & 1119466	Litigation expense		7,670.50	184,581.87
Bill Pmt -Check	07/25/2023	1303	Thomas & Hutton		Accounts Payable		84,431.58	100,150.29
Check	07/25/2023	1294	Cornerstone Government Affairs, Inc.	Inv JDA-072023	Public Relations Firm		10,000.00	90,150.29
Check	07/25/2023	1295	Allen Smith Consulting Inc	Inv 13585	Grant Consulting - REBA		2,000.00	88,150.29
Bill Pmt -Check	07/25/2023	1304	Thomas & Hutton		Accounts Payable		3,040.00	85,110.29
Deposit	07/26/2023	Trnsf	Bank of Madison	Trnsf from REBA #1 to Cap Proj Ck for Thomas & Hutton pymt wired	Bk of Madison-JMNW REBA #1	55,645.41	·	140,755.70
·				Partial duplicate pymt on Inv 02391863 Project Adventure that		00,010.11		,
Check	07/26/2023	Wire	Thomas & Hutton	will be reimb from T & H	Rivian - Reimbursable Expenses		55,645.41	85,110.29
Deposit	07/31/2023	Deposit	Bank of Madison	July interest	Interest income - banks	59.92		85,170.21
Check	08/22/2023	1305	Cornerstone Government Affairs, Inc.	Inv-JDA-082023 In #13616 - JDA REBA #1 grant	Public Relations Firm		10,000.00	75,170.21
Check	08/22/2023	1306	Allen Smith Consulting Inc	admin	Grant Consulting - REBA		3,000.00	72,170.21
Check	08/22/2023	1307	Thomas & Hutton	Inv #243970 Project Adventure	Rivian - Reimbursable Expenses		50,435.10	21,735.11
Check	08/22/2023	1308	Thomas & Hutton	Pad	Rivian - Reimbursable Expenses		22,945.00	-1,209.89
Check	08/22/2023	1309	Thomas & Hutton	Pad Inv 33164217 Rivian Project	Rivian - Reimbursable Expenses		11,634.07	-12,843.96
Check	08/22/2023	1310	Holland & Knight LLP	Bond Litigation	Litigation expense		42,942.65	-55,786.61
Check	08/22/2023	1311	Andrea P. Gray, LLC	Inv #93 Rivian Bond Validation	Legal expense		645.00	-56,431.61
Check	08/22/2023	1312	Andrea P. Gray, LLC	Inv #6 Rivian Zoning Litigation	Legal expense		525.00	-56,956.61
Check	08/22/2023	1313	Smith Gambrell & Russell LLP	VOID:	Litigation expense	0.00		-56,956.61
Check	08/22/2023	1314	Smith Gambrell & Russell LLP	VOID:	Litigation expense	0.00		-56,956.61
Check	08/22/2023	1315	Smith Gambrell & Russell LLP	Inv 1126548 General	Litigation expense		2,834.98	-59,791.59
Check	08/22/2023	1316	Smith Gambrell & Russell LLP	VOID:	Litigation expense	0.00		-59,791.59
Check	08/22/2023	1317	Smith Gambrell & Russell LLP	VOID: Bond appeal, Zoning, Clean	Litigation expense	0.00		-59,791.59
Check	08/22/2023	1318	Smith Gambrell & Russell LLP	Water, Stream less Rivian Bond appeal, Zoning, Clean	-SPLIT-		4,265.64	-64,057.23
Check	08/22/2023	1318	Rivian Horizon, LLC	Water, Stream less Rivian	Bk of Madison-Cap Proj-Checking		39,290.86	-103,348.09
Deposit	08/22/2023			Deposit Reimbursement from T & J for	Undeposited Funds	39,290.86		-64,057.23
Deposit	08/23/2023	Deposit	Bank of Madison	\$42.5 & \$55,645.41 Transfer from REBA # 1 to Cap	Rivian - Reimbursable Expenses	55,687.91		-8,369.32
Deposit	08/24/2023	Trnsfr	Bank of Madison	Proj	Bk of Madison-JMNW REBA #1	212,819.19		204,449.87
Deposit	08/24/2023	Trnsfr	Bank of Madison	Proj	Bk of Madison-JMNW REBA #1	43,474.00		247,923.87
Bill Pmt -Check	08/24/2023	ACH	Thomas & Hutton		Accounts Payable		43,474.00	204,449.87
Deposit	08/31/2023	Deposit	Bank of Madison	August interest	Interest income - banks	57.68		204,507.55

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Туре	Date	Num	Name	Memo	Split	Debit	Credit	Balance
Check	09/26/2023	1321	Smith Gambrell & Russell LLP	INv 1130135Zoning	Litigation expense		4,599.00	199,908.55
Check	09/26/2023	1322	Smith Gambrell & Russell LLP	Inv 1130138 Clean Water	Litigation expense		1,039.50	198,869.05
Check	09/26/2023	1323	Smith Gambrell & Russell LLP	Inv 1130137 Stream buffer	Litigation expense		7,065.12	191,803.93
Check	09/26/2023	1324	Holland & Knight LLP	Inv 33186146 Bond appeal	Litigation expense		29,603.65	162,200.28
Check	09/26/2023	1325	Holland & Knight LLP	Inv 33202792 Bond Appeal	Litigation expense		26,663.68	135,536.60
Check	09/26/2023	1326	Holland & Knight LLP	Inv 33786148 Clean Water Inv 245929 Special Inspection &	Litigation expense		157.50	135,379.10
Check	09/26/2023	1330	Thomas & Hutton	matl testing	Rivian - Reimbursable Expenses		63,431.95	71,947.15
Check	09/26/2023	1331	Thomas & Hutton	Inv 245922 Rivian 90ac	Rivian - Reimbursable Expenses		18,015.00	53,932.15
Check	09/26/2023	1332	Thomas & Hutton	Inv 245920 Project Adventure Inv 246057 Project Adventure	Rivian - Reimbursable Expenses		36,169.87	17,762.28
Check	09/26/2023	1333	Thomas & Hutton	Cultural Mitigation	Rivian - Reimbursable Expenses		15,512.09	2,250.19
Check	09/26/2023	1319	Andrea P. Gray, LLC		Legal expense		675.00	1,575.19
Check	09/26/2023	1320	Andrea P. Gray, LLC		Legal expense		750.00	825.19
Check	09/26/2023	1327	Allen Smith Consulting Inc		Grant Consulting - REBA		2,500.00	-1,674.81
Check	09/26/2023	1328	Allen Smith Consulting Inc		Grant Consulting - REBA		900.00	-2,574.81
Check	09/26/2023	1329	Cornerstone Government Affairs, Inc.	Inv JDA-902023 Transfer from Disbursement to	Public Relations Firm Bk of Madison-JMNW		10,000.00	-12,574.81
Deposit	09/27/2023	Trnsf	Bank of Madison	Cap Proj	Disbursment	11,634.06		-940.75
Deposit	09/27/2023	Trnsf	Bank of Madison	Proj	Bk of Madison-JMNW REBA #1	2,997.50		2,056.75
Deposit	09/27/2023	Trnsf	Bank of Madison	Proj Transfer from Cap Proj MMA to	Bk of Madison-JMNW REBA #1	76,049.48		78,106.23
Deposit	09/27/2023	Trsnf	Bank of Madison	Cap Proj Ck	Bk of Madison-Cap Proj-MMA	250,000.00		328,106.23
Check	09/27/2023	Wire	Thomas & Hutton	Wire	Rivian - Reimbursable Expenses	a	76,049.48	252,056.75
Deposit	09/30/2023	Deposit	Bank of Madison	September interest income	Interest income - banks	94.47	0.4 = 0.0 0.0	252,151.22
Check	10/12/2023	Wire	Alliant Insurance Services	C- DOT	Insurance expense	7,000,00	81,590.08	170,561.14
Deposit	10/12/2023	Deposit	3 - 1,	Transfer from Disbursement acct	Inter Govt - Other Bk of Madison-JMNW	7,300.00		177,861.14
Deposit	10/18/2023	Trnsfr	Bank of Madison	to Cap Proj Transfer from REBA #1 acct to Cap Proj	Disbursment Bk of Madison-JMNW REBA #1	81,590.08		259,451.22
Deposit	10/18/2023	Trnsfr	Bank of Madison	Transfer from REBA #1 acct to Cap Proj	Bk of Madison-JMNW REBA #1	73,380.10		332,831.32
Deposit	10/18/2023	Trenfr	Bank of Madison	Transfer from Disbursement acct to Cap Proj	Bk of Madison-JMNW Disbursment	63,431.95		396,263.27
Deposit	10/18/2023	Trsnfr	Bank of Madison	Inv JDA-102023	Public Relations Firm	15,512.09	10 000 00	411,775.36
Check	10/24/2023 10/24/2023	1334 1335	Cornerstone Government Affairs, Inc.	Inv 13674	Grant Consulting - REBA		10,000.00	401,775.36 398,525.36
Check	10/24/2023	1336	Allen Smith Consulting Inc Pellicano Construction	Inv 23-674	Rivian - Reimbursable Expenses		3,250.00	
Check Check	10/24/2023	1337	Treadwell, Tamplin & Co, CPA	Inv 183819	Accounting expense		33,675.33 28,800.00	364,850.03 336,050.03
Check	10/24/2023	1338	Thomas & Hutton	pad	Rivian - Reimbursable Expenses		32,575.00	303,475.03
Check	10/24/2023	1339	Thomas & Hutton	Inv 246428 Special instpeciton & mat'l testing	Rivian - Reimbursable Expenses		38,937.19	264,537.84
Check	10/24/2023	1340	Thomas & Hutton	Inv 246426 Project Adventure ALTA survey	Rivian - Reimbursable Expenses		7,429.00	257,108.84
Check	10/24/2023	1340	Thomas & Hutton	Inv 246427 Project Adventure	Rivian - Reimbursable Expenses		31,539.84	225,569.00
Deposit	10/24/2023	Deposit	Bank of Madison	October interest	Interest income - banks	133.45	01,009.04	225,702.45
Deposit	11/06/2023	Trnsf	Bank of Madison	Transfer from REBA #1 to Cap Proj Ck	Bk of Madison-JMNW REBA #1	18,015.00		243,717.45
				Transfer from REBA #1 to Cap		,		,
Deposit	11/06/2023	Trnsf	Bank of Madison	Proj Ck Transfer from REBA #1 to Cap	Bk of Madison-JMNW REBA #1	36,169.87		279,887.32
Deposit	11/06/2023	Trnsf	Bank of Madison	Proj Ck Approved transfer from Truist Ck	Bk of Madison-JMNW REBA #1	38,937.19		318,824.51
Deposit	11/07/2023	Trnsf	Bank of Madison	to Cap Proj Ck	Checking - Truist		50,000.00	268,824.51
Deposit	11/10/2023			Deposit Reverse of GJE TTC-23.02	Undeposited Funds	794,532.45		1,063,356.96
General Journal	11/15/2023	TTC-23.02R	Tonia Bowden Paramore	For CHK 1154 voided on Reverse of GJE TTC-23.03	Legal expense	10.00		1,063,366.96
General Journal	11/15/2023	TTC-23.03R	Ronald and Carol Bowden	For CHK 1156 voided on	Legal expense	10.00		1,063,376.96

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Туре	Date	Num	Name	Memo	Split	Debit	Credit	Balance
General Journal	11/15/2023	TTC-23.04R	Jerry Felton Bowden	Reverse of GJE TTC-23.04 For CHK 1160 voided on	Legal expense	10.00		1,063,386.96
0	44/45/0000	TTO 00 05D	Compilland	Reverse of GJE TTC-23.05	Logal evpense	40.00		4 000 000 00
General Journal	11/15/2023 11/28/2023	TTC-23.05R 1342	Gary Head Cornerstone Government Affairs, Inc.	For CHK 1163 voided on inv JDA-112023	Legal expense Public Relations Firm	10.00	E 000 00	1,063,396.96
Check		1342	Pellicano Construction	Inv 23-674	Rivian - Reimbursable Expenses		5,000.00	1,058,396.96
Check Check	11/28/2023 11/28/2023	1343		Inv 13707	Grant Consulting - REBA		31,239.45 2,250.00	1,027,157.51 1,024,907.51
Check	11/28/2023	1344	Allen Smith Consulting Inc Thomas & Hutton	Inv 248846 Project Adventure	Rivian - Reimbursable Expenses		51,352.37	973,555.14
Check	11/28/2023	1346	Thomas & Hutton	Inv 248844 90ac Plus Pad	Rivian - Reimbursable Expenses		41,839.28	931,715.86
Check	11/28/2023	1347	Thomas & Hutton	Inv 248839 ALTA survey	Rivian - Reimbursable Expenses		8,402.50	923,313.36
Check	11/28/2023	1348	Thomas & Hutton	Inv 248840 ALTA survey	Rivian - Reimbursable Expenses		11,634.07	911,679.29
				Inv 248838 Speical inspection &	·			
Check	11/28/2023	1349	Thomas & Hutton	Matls Testing	Rivian - Reimbursable Expenses		62,902.51	848,776.78
Check	11/28/2023	1350	Andrea P. Gray, LLC	Inv #8	Legal expense		2,415.00	846,361.78
Check	11/28/2023	1351	Smith Gambrell & Russell LLP	VOID: Void	Litigation expense	0.00	4.045.50	846,361.78
Check	11/28/2023	1352	Smith Gambrell & Russell LLP	Inv 1138931 Zoning litigation	Litigation expense		1,015.50	845,346.28
Check	11/28/2023	1353	Smith Gambrell & Russell LLP	Appeal	Litigation expense		3,199.00	842,147.28
Check	11/28/2023	1354	Smith Gambrell & Russell LLP	Inv 1138933 Clean Water Claim November interest	Litigation expense Interest income - banks	224.22	16,868.50	825,278.78
Deposit	11/30/2023	Deposit	Bank of Madison	Transfer for reimb for T&H \$62,902.51, Pellicano	interest income - banks	331.30		825,610.08
Deposit	12/15/2023	Trnsf	Bank of Madison	\$33,675.33, T&H \$7,429.00 &	Bk of Madison-JMNW REBA #1	168,121.68		993,731.76
Check	12/19/2023	1355	McNair, McLemore, Middlebrooks & Co		Audit expense	,	15,000.00	978,731.76
Check	12/19/2023	1356	Cornerstone Government Affairs, Inc.	Inv JDA-122023	Public Relations Firm		5,000.00	973,731.76
Check	12/19/2023	1357	Pellicano Construction	# 23-674	Rivian - Reimbursable Expenses		23,998.28	949,733.48
Check	12/19/2023	1358	Allen Smith Consulting Inc	Inv 13741 REBA #1 admininstration	Grant Consulting - REBA		2,000.00	947,733.48
Check	12/19/2023	1359	Allen Smith Consulting Inc	administration	Grant Consulting - REBA		720.00	947,013.48
Check	12/19/2023	1360	Thomas & Hutton	Inv 250710 Project Adventure	Rivian - Reimbursable Expenses		10,580.00	936,433.48
Check	12/19/2023	1361	Thomas & Hutton	Inv 250711 90ac Plus Pad	Rivian - Reimbursable Expenses		47,335.00	889,098.48
Check	12/19/2023	1362	Thomas & Hutton	Inv 250709 90ac Plus Pad addl inspection	Rivian - Reimbursable Expenses		47,594.19	841,504.29
Check	12/19/2023	1363	Thomas & Hutton	Inv 250712 ALTA Survey	Rivian - Reimbursable Expenses		1,205.10	840,299.19
Check	12/19/2023	1364	Thomas & Hutton	Inv 250708 Special Inspection & Matl testing	Rivian - Reimbursable Expenses		3,753.92	836,545.27
Check	12/19/2023	1365	Smith Gambrell & Russell LLP	Imv 1142360 Zoning	Litigation expense		12,871.00	823,674.27
Check	12/19/2023	1366	Smith Gambrell & Russell LLP	Inv 1142361 EPD Stream Buffer	Litigation expense		975.00	822,699.27
Check	12/19/2023	1367	Smith Gambrell & Russell LLP	Inv 1142362 Clean Water Act	Litigation expense		872.00	821,827.27
Deposit	12/31/2023	Deposit	Bank of Madison	December interest	Interest income - banks	389.92		822,217.19
Check	01/23/2024	1368	Andrea P. Gray, LLC	Inv 9 Rivian Zoning Litigation	Litigation expense		495.00	821,722.19
Check	01/23/2024	1369	Smith Gambrell & Russell LLP	General	Litigation expense		22,327.50	799,394.69
Check	01/23/2024	1370	Smith Gambrell & Russell LLP	Inv 1147655 Zoning litigation	Litigation expense		1,387.50	798,007.19
Check	01/23/2024	1371	Cornerstone Government Affairs, Inc.	In JDA-012024	Public Relations Firm		5,000.00	793,007.19
Check	01/23/2024	1372	Stanton Springs	Park Owners Assoc annual	Owners Assoc fees		106.70	792,900.49
Check	01/23/2024	1373	Pellicano Construction	Inv 23-674	Rivian - Reimbursable Expenses		30,899.93	762,000.56
Check	01/23/2024	1374	Allen Smith Consulting Inc	Inv 13766	Grant Consulting - REBA		2,500.00	759,500.56
Check	01/23/2024	1375	Thomas & Hutton	Inv 252258 Project Adventure	Rivian - Reimbursable Expenses		25,849.15	733,651.41
Check	01/23/2024	1376	Thomas & Hutton	Pad	Rivian - Reimbursable Expenses		29,907.50	703,743.91
Check	01/23/2024	1377	Thomas & Hutton	Pad	Rivian - Reimbursable Expenses		44,416.44	659,327.47
Check	01/23/2024	1378	Thomas & Hutton	Inv 252257 ALTA survey Inv 252260 Rivian special	Rivian - Reimbursable Expenses		966.96	658,360.51
Check	01/23/2024	1379	Thomas & Hutton	Inspection & Matl Testing	Rivian - Reimbursable Expenses		3,866.94	654,493.57
Deposit	01/31/2024	Dep	Bank of Madison	January interest	Interest income - banks	348.68		654,842.25
Check	02/27/2024	1380	Andrea P. Gray, LLC	Inv 10 Zoning litigation	Litigation expense		1,515.00	653,327.25
Check	02/27/2024	1381	Smith Gambrell & Russell LLP	claim Inv 1150234 EPD Stream buffer	Litigation expense		926.50	652,400.75
Check	02/27/2024	1382	Smith Gambrell & Russell LLP	appeal	Litigation expense		483.00	651,917.75
Check	02/27/2024	1383	Smith Gambrell & Russell LLP	Inv 1150233 Zoning litigation	Litigation expense		7,552.78	644,364.97
				20				

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Туре	Date	Num	Name	Memo	Split	Debit	Credit	Balance
Check	02/27/2024	1384	Smith Gambrell & Russell LLP	Inv 1150231 Real Estate	Litigation expense		345.00	644,019.97
Check	02/27/2024	1385	Allen Smith Consulting Inc	Inv 13766 REBA #1	Grant Consulting - REBA		500.00	643,519.97
Check	02/27/2024	1386	Allen Smith Consulting Inc	Inv 13796 REBA #2	Grant Consulting - REBA		450.00	643,069.97
Check	02/27/2024	1387	Thomas & Hutton	Inv 253255 Project Inv 253256 Rivian Special	Rivian - Reimbursable Expenses		20,175.00	622,894.97
Check	02/27/2024	1388	Thomas & Hutton	Inspection & Matl Testing Inv 253257 Rivian 90 ac Plus	Rivian - Reimbursable Expenses		3,787.00	619,107.97
Check	02/27/2024	1389	Thomas & Hutton	Pad Addl Insp & Matl Test Inv 253259 Project adv ALTA	Rivian - Reimbursable Expenses		13,654.81	605,453.16
Check	02/27/2024	1390	Thomas & Hutton	survey	Rivian - Reimbursable Expenses		1,117.50	604,335.66
Check	02/27/2024	1391	Cornerstone Government Affairs, Inc.	Inv JDA-022024	Public Relations Firm		5,000.00	599,335.66
Check	02/27/2024	1392	Walton County	Reimb Walton for signage	Rivian - Expenses		4,916.23	594,419.43
Deposit	02/28/2024	Trnsf	Bank of Madison	Transfer from REBA #1	Bk of Madison-JMNW REBA #1	196,965.22		791,384.65
Deposit	02/29/2024	Deposit	Bank of Madison	February interest	Interest income - banks	276.61		791,661.26
Deposit	03/01/2024	•		Deposit	Undeposited Funds	1,500,000.00		2,291,661.26
Check	03/04/2024	1393	Jasper County	PILOT distribution to counties	Distribution to Counties		120,000.00	2,171,661.26
Check	03/04/2024	1394	jasper county School District	PILOT distribution to counties	Distribution to Counties		80,000.00	2,091,661.26
Check	03/04/2024	1395	Morgan County	PILOT distribution to counties	Distribution to Counties		127,530.00	1,964,131.26
Check	03/04/2024	1396	Morgan County School District	PILOT distribution to counties	Distribution to Counties		172,470.00	1,791,661.26
Check	03/04/2024	1397	Newton County	PILOT distribution to counties PILOT distribution to counties -	Distribution to Counties		249,825.00	1,541,836.26
Check	03/04/2024	1398	Newton County	to Fire District	Distribution to Counties		26,475.00	1,515,361.26
Check	03/04/2024	1399	Newton County School District	PILOT distribution to counties	Distribution to Counties		473,700.00	1,041,661.26
Check	03/04/2024	1400	Walton County	PILOT distribution to counties PILOT distribution to counties -	Distribution to Counties		257,475.00	784,186.26
Check	03/04/2024	1401	Walton County	to Fire District	Distribution to Counties		45,375.00	738,811.26
Check	03/04/2024	1402	Walton County School District	PILOT distribution to counties PILOT distribution to counties -	Distribution to Counties		412,800.00	326,011.26
Check	03/04/2024	1403	Walton County School District	to School Bond	Distribution to Counties		34,350.00	291,661.26
Check	03/04/2024	1404	Allen Smith Consulting Inc	Inv 13860 REBA #1 grant admin Grant application/writing for	Grant Consulting - REBA		500.00	291,161.26
Check	03/04/2024	1405	Allen Smith Consulting Inc	REBA #2	Grant Consulting - REBA		5,130.00	286,031.26
Check	03/04/2024	1406	Thomas & Hutton	Inv #255298 ALTA Survey	Rivian - Reimbursable Expenses		8,762.50	277,268.76
Check	03/04/2024	1407	Thomas & Hutton	Inv #255198 Project Adventure Inv #255199 Rivian Special	Rivian - Reimbursable Expenses		22,859.36	254,409.40
Check	03/04/2024	1408	Thomas & Hutton	Inspection & Matl test Inv 255299 Project Adventure	Rivian - Reimbursable Expenses		1,225.00	253,184.40
Check	03/04/2024	1409	Thomas & Hutton	90ac pad	Rivian - Reimbursable Expenses		512.50	252,671.90
Check	03/04/2024	1410	Cornerstone Government Affairs, Inc.	Inv JDA-032024	Public Relations Firm		5,000.00	247,671.90
Check	03/04/2024	1411	Andrea P. Gray, LLC	Inv #11 Zoning Litigation	Litigation expense		885.00	246,786.90
Check	03/04/2024	1412	Smith Gambrell & Russell LLP	General	Litigation expense		806.50	245,980.40
Check	03/04/2024	1413	Smith Gambrell & Russell LLP	Inv #1154091 Aoning LItigation	Litigation expense		10,183.18	235,797.22
Check	03/04/2024	1414	Smith Gambrell & Russell LLP	Inv #1154092 US Dept of Energy Transfer to cover T & H inv #	Litigation expense Bk of Madison-JMNW		8,119.50	227,677.72
Deposit	03/27/2024	Trnsfr	Bank of Madison	248840 Earnest money on Moore prop-	Disbursment	11,634.07		239,311.79
Deposit	03/28/2024	Wire in	Law office of Amy Zapatka	deal not taken	Land sales	25,000.00		264,311.79
Deposit	03/31/2024	Deposit	Bank of Madison	March interest	Interest income - banks	652.70		264,964.49
al Bk of Madison-0	Cap Proj-Checking	3				4,030,572.84	3,793,907.46	264,964.49
of Madison-Cap	Proj-MMA							891,830.05
Deposit	07/11/2023	Trnsf	Bank of Madison	Trnsf from Cap Proj MMA to Ck	Bk of Madison-Cap Proj-Checking		250,000.00	641,830.05
Deposit	07/31/2023	Deposit	Bank of Madison	July interest	Interest income - banks	1,843.28		643,673.33
Deposit	08/31/2023	Deposit	Bank of Madison	August interest Transfer from Cap Proj MMA to	Interest income - banks	1,769.36		645,442.69
Deposit	09/27/2023	Trsnf	Bank of Madison	Cap Proj Ck	Bk of Madison-Cap Proj-Checking		250,000.00	395,442.69
Deposit	09/30/2023	Deposit	Bank of Madison	September interest	Interest income - banks	1,712.98		397,155.67
Deposit	10/31/2023	Deposit	Bank of Madison	October interest	Interest income - banks	1,222.67		398,378.34
Deposit	11/10/2023	•		Deposit	Undeposited Funds	1,500,000.00		1,898,378.34

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Туре	Date	Num	Name	Memo	Split	Debit	Credit	Balance
Deposit	11/30/2023	Deposit	Bank of Madison	November interest	Interest income - banks	3,977.35		1,902,355.69
Deposit	12/31/2023	Deposit	Bank of Madison	December interest	Interest income - banks	5,501.06		1,907,856.75
Deposit	01/31/2024	Deposit	Bank of Madison	January interest	Interest income - banks	5,516.97		1,913,373.72
Deposit	02/29/2024	Deposit	Bank of Madison	February interest	Interest income - banks	5,175.48		1,918,549.20
Deposit	03/31/2024	Deposit	Bank of Madison	March interest	Interest income - banks	5,547.89		1,924,097.09
Total Bk of Madison-Cap	p Proj-MMA					1,532,267.04	500,000.00	1,924,097.09
Bk of Madison-JMNW	Disbursment							151,544.87
				Transfer from Disbursement to				
Deposit	09/27/2023	Trnsf	Bank of Madison	Cap Proj	Bk of Madison-Cap Proj-Checking		11,634.06	139,910.81
Donosit	10/19/2022	Trnsfr	Pank of Madison	Transfer from Disbursement acct to Cap Proj	Bk of Madison-Cap Proj-Checking		91 500 09	E9 220 72
Deposit	10/18/2023	1111511	Bank of Madison	Transfer from Disbursement acct	Bk of Madison-Cap Floj-Checking		81,590.08	58,320.73
Deposit	10/18/2023	Trsnfr	Bank of Madison	to Cap Proj	Bk of Madison-Cap Proj-Checking		15,512.09	42,808.64
Deposit	01/30/2024	Deposit	Callaway Title Escrow, LLC	Deposit	Miscellaneous income	48,152.00	,	90,960.64
,		•	•	Transfer to cover T & H inv #				
Deposit	03/27/2024	Trnsfr	Bank of Madison	248840	Bk of Madison-Cap Proj-Checking		11,634.07	79,326.57
Total Bk of Madison-JM	NW Disbursme	nt				48,152.00	120,370.30	79,326.57
Bk of Madison-JMNW	REBA #1			DD #44 DL				0.00
Dit	07/04/0000	Dit	Consideration and Fig. Authority	DD #14 Plateau & Thomas &	2022 REBA Grant	0.000.000.70		0.000.000.70
Deposit	07/21/2023	Deposit	Georgia Housing and Fin Authority	Hutton Trnsf from REBA #1 to Cap Proi	2022 REBA GIAIII	3,862,698.79		3,862,698.79
				Ck for Thomas & Hutton pymt				
Deposit	07/26/2023	Trnsf	Bank of Madison	wired	Bk of Madison-Cap Proj-Checking		55,645.41	3,807,053.38
Check	07/26/2023	Wire	Plateau Excavation Inc	App #8 wire	Stanton Sp North - Construction		3,807,053.38	0.00
				Transfer from REBA # 1 to Cap				
Deposit	08/24/2023	Trnsfr	Bank of Madison	Proj	Bk of Madison-Cap Proj-Checking		212,819.19	-212,819.19
Deposit	08/24/2023	Trnsfr	Bank of Madison	Proj	Bk of Madison-Cap Proj-Checking		43,474.00	-256,293.19
Donocit	08/24/2023	Deposit	Georgia Housing and Fin Authority	DD #15 Plateau and Thoms & Hutton	2022 REBA Grant	9,532,783.40		9,276,490.21
Deposit	00/24/2023	Deposit	Georgia Flousing and Firi Admonly	To record A/P for 6-30-23	2022 REBR Grant	9,332,763.40		9,270,490.21
Bill Pmt -Check	08/24/2023	Wire	Plateau Excavation Inc	Applicaton #9 to Plateau	Accounts Payable		6,543,754.82	2,732,735.39
Check	08/24/2023	Wire	Plateau Excavation Inc	App #9 wire	Stanton Sp North - Construction		2,732,735.39	0.00
				DD #16 Plateau and Thomas &				
Deposit	09/25/2023	Deposit	Georgia Housing and Fin Authority	Hutton	2022 REBA Grant	6,169,974.28		6,169,974.28
Deposit	09/27/2023	Trnsf	Bank of Madison	Proj	Bk of Madison-Cap Proj-Checking		2,997.50	6,166,976.78
Deposit	09/27/2023	Trnsf	Bank of Madison	Proj	Bk of Madison-Cap Proj-Checking		76,049.48	6,090,927.30
Check	09/27/2023	Wire	Plateau Excavation Inc	App #10 DD #17 Plateau and Thomas &	Stanton Sp North - Construction		6,090,927.30	0.00
Deposit	10/16/2023	Deposit	Georgia Housing and Fin Authority	Hutton	2022 REBA Grant	2,251,160.04		2,251,160.04
Берозіі	10/10/2023	Берозіі	Georgia Flousing and Fire Authority	Transfer from REBA #1 acct to	2022 REBA Grant	2,231,100.04		2,231,100.04
Deposit	10/18/2023	Trnsfr	Bank of Madison	Cap Proj	Bk of Madison-Cap Proj-Checking		73,380.10	2,177,779.94
				Transfer from REBA #1 acct to				
Deposit	10/18/2023	Trsnfr	Bank of Madison	Cap Proj	Bk of Madison-Cap Proj-Checking		63,431.95	2,114,347.99
Check	10/18/2023	Wire	Plateau Excavation Inc	App #11	Stanton Sp North - Construction		2,114,347.99	0.00
Donocit	11/03/2023	Donosit	Georgia Housing and Fin Authority	DD #18 Plateau and Thomas & Hutton	2022 REBA Grant	2,827,046.79		2,827,046.79
Deposit Check	11/03/2023	Deposit Wire	Plateau Excavation Inc	App #12	Stanton Sp North - Construction	2,027,040.79	2,733,924.73	93.122.06
CHECK	11/03/2023	wiie	Flateau Excavation inc	Transfer from REBA #1 to Cap	Stanton op North - Construction		2,733,924.73	93,122.00
Deposit	11/06/2023	Trnsf	Bank of Madison	Proj Ck	Bk of Madison-Cap Proj-Checking		18,015.00	75,107.06
•				Transfer from REBA #1 to Cap	· · ·			
Deposit	11/06/2023	Trnsf	Bank of Madison	Proj Ck	Bk of Madison-Cap Proj-Checking		36,169.87	38,937.19
Dit	44/00/0000	T	Dank of Madiana	Transfer from REBA #1 to Cap	Pk of Madison Can Brai Chapking		00 007 40	0.00
Deposit	11/06/2023	Trnsf	Bank of Madison	Proj Ck Transfer for reimb for T&H	Bk of Madison-Cap Proj-Checking		38,937.19	0.00
				\$62,902.51, Pellicano				
Deposit	12/15/2023	Trnsf	Bank of Madison	\$33,675.33, T&H \$7,429.00 &	Bk of Madison-Cap Proj-Checking		168,121.68	-168,121.68
Deposit	12/15/2023	Deposit	Georgia Housing and Fin Authority	DD #17 Plateau	2022 REBA Grant	1,895,186.95		1,727,065.27
Check	12/15/2023	Wire	Plateau Excavation Inc	App #13	Stanton Sp North - Construction		1,727,065.27	0.00
Deposit	02/28/2024	Trnsf	Bank of Madison	costs	Bk of Madison-Cap Proj-Checking		196,965.22	-196,965.22
Check	02/28/2024	Wire	Plateau Excavation Inc	App #14	-SPLIT-		5,958,364.42	-6,155,329.64

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Туре	Date	Num	Name	Memo	Split	Debit	Credit	Balance
Deposit	02/29/2024	Deposit	Georgia Housing and Fin Authority	DD #18 Plateau and reimb JDA	2022 REBA Grant	6,155,329.64		0.00
Total Bk of Madison-JMI	NW REBA #1	•	,			32,694,179.89	32,694,179.89	0.00
Bank of Madison-Tax F								0.61
Total Bank of Madison-T	ax Revenue							0.61
EDGE Grant Acct								90.25
Total EDGE Grant Acct								90.25
Bond Purchase Acct								1.00
Total Bond Purchase Ad	cct							1.00
Accounts Receivable								39,290.86
Payment	08/22/2023		Rivian Horizon, LLC		Undeposited Funds		39,290.86	0.00
Payment	11/06/2023		Rivian New Horizon, LLC		Undeposited Funds		794,532.45	-794,532.45
Invoice	11/07/2023	105	Rivian New Horizon, LLC		Rivian Project	1,500,000.00		705,467.55
Invoice	11/07/2023	106	Rivian New Horizon, LLC		Reimbursement of costs	794,532.45		1,500,000.00
Invoice	11/07/2023	107	Rivian New Horizon, LLC		Underwriting fee - Bond fee	4,500,000.00		6,000,000.00
Payment	11/10/2023		Rivian New Horizon, LLC		Undeposited Funds		4,500,000.00	1,500,000.00
Payment	11/30/2023		Rivian New Horizon, LLC		Undeposited Funds		1,500,000.00	0.00
Invoice	02/27/2024	109	Rivian Horizon, LLC		Rivian Project	1,500,000.00		1,500,000.00
Invoice	03/01/2024	108	Morning Hornet		Morning Hornet Project	3,000,000.00		4,500,000.00
Payment	03/01/2024	82767311	Rivian Horizon, LLC		Undeposited Funds		1,500,000.00	3,000,000.00
Total Accounts Receival	ole					11,294,532.45	8,333,823.31	3,000,000.00
Undeposited Funds	00/00/0000		5		Assessments Described			0.00
Payment	08/22/2023		Rivian Horizon, LLC	Denosit	Accounts Receivable	39,290.86	00 000 00	39,290.86
Deposit	08/22/2023		Rivian Horizon, LLC	Deposit	Bk of Madison-Cap Proj-Checking	704 500 45	39,290.86	0.00
Payment	11/06/2023		Rivian New Horizon, LLC		Accounts Receivable Accounts Receivable	794,532.45		794,532.45
Payment	11/10/2023		Rivian New Horizon, LLC	Rivian bond fee	Bk of Madison-MMA	4,500,000.00	4 500 000 00	5,294,532.45
Deposit	11/10/2023		Rivian New Horizon, LLC	Deposit	Bk of Madison-Cap Proj-Checking		4,500,000.00	794,532.45
Deposit	11/10/2023 11/10/2023		Rivian New Horizon, LLC Rivian New Horizon, LLC	Deposit	Bk of Madison-Cap Proj-MMA		794,532.45 1,500,000.00	0.00 -1,500,000.00
Deposit Payment	11/30/2023		Rivian New Horizon, LLC	Берозії	Accounts Receivable	1,500,000.00	1,300,000.00	0.00
Payment	03/01/2024	82767311	Rivian Horizon, LLC		Accounts Receivable	1,500,000.00		1,500,000.00
Deposit	03/01/2024	82767311	Rivian Horizon, LLC	Rivian PILOT pymt	Bk of Madison-Cap Proj-Checking	1,300,000.00	1,500,000.00	0.00
Total Undeposited Fund		02/0/011	Milan Honzon, ELO			8,333,823.31	8,333,823.31	0.00
Intergovernmental Cor						0,555,025.51	0,333,023.31	10,078,214.72
Inter Govt Cont - REE								10,078,214.72
mior corr com Res	, Clain			To reverse AR for grant rec'd				10,010,214.12
General Journal	07/01/2023	TTC-24-1		July 2023 Reverse of GJE TTC-23.01 To	2022 REBA Grant		3,862,698.79	6,215,515.93
General Journal	07/01/2023	TTC-23.01R		record due from on REBA grant	-SPLIT-		2,736,701.44	3,478,814.49
General Journal	07/01/2023	TTC-23.01R		grant	Inter Govt Cont - REBA Grant		11,689.97	3,467,124.52
General Journal	07/01/2023	TTC-23.01R		grant	Inter Govt Cont - REBA Grant		3,467,124.52	0.00
Total Inter Govt Cont -	REBA Grant					0.00	10,078,214.72	0.00
Total Intergovernmental	Contracts					0.00	10,078,214.72	0.00
Accounts Payable								-6,704,083.84
Bill Pmt -Check	07/12/2023	Wire	Thomas & Hutton		Bk of Madison-Cap Proj-Checking	26,488.44		-6,677,595.40
Bill	07/19/2023	Inv 91	Andrea P. Gray, LLC		Legal expense		3,570.00	-6,681,165.40
Bill Pmt -Check	07/19/2023	1082	Andrea P. Gray, LLC		Checking - Truist	6,465.00		-6,674,700.40
Bill Pmt -Check	07/25/2023	1303	Thomas & Hutton		Bk of Madison-Cap Proj-Checking	84,431.58		-6,590,268.82
Bill Pmt -Check	07/25/2023	1304	Thomas & Hutton	To record A/P for 6-30-23	Bk of Madison-Cap Proj-Checking	3,040.00		-6,587,228.82
Bill Pmt -Check	08/24/2023	Wire	Plateau Excavation Inc	Applicaton #9 to Plateau	Bk of Madison-JMNW REBA #1	6,543,754.82		-43,474.00
Bill Pmt -Check	08/24/2023	ACH	Thomas & Hutton		Bk of Madison-Cap Proj-Checking	43,474.00		0.00
Total Accounts Payable						6,707,653.84	3,570.00	0.00
Retainage Payable				To record excinctt-int				-3,467,124.52
Check	02/28/2024	Wire	Plateau Excavation Inc	To record against retaintage held since 6-30-23	Bk of Madison-JMNW REBA #1	3,467,124.52		0.00
		VVII C	i iaicau Excavation inc		Z. O Madioon Officer (TEDIC#1	3,467,124.52	0.00	0.00
Total Retainage Payable	,					3,401,124.52	0.00	0.00

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Туре	Date	Num	Name	Memo	Split	Debit	Credit	Balance
Restricted Fund Balan								-1,500,000.00
Total Restricted Fund Ba	alance							-1,500,000.00
Fund Balance Total Fund Balance								-2,329,462.87
Intergovernmental Rev	enue							-2,329,462.87 0.00
Inter Govt - Other	enue							0.00
Deposit	10/12/2023	Deposit	Georgia Department of Transportation	over	Bk of Madison-Cap Proj-Checking		7,300.00	-7,300.00
Total Inter Govt - Othe			g		. ,	0.00	7,300.00	-7,300.00
Total Intergovernmental						0.00	7,300.00	-7,300.00
Land sales								0.00
Reimbursement of co	sts							0.00
				Reimbursement of legal fees for the bond appeal per the				
				Economic Development				
Invoice	11/07/2023	106	Rivian New Horizon, LLC	Agreement Amendment	Accounts Receivable		794,532.45	-794,532.45
Total Reimbursement	of costs					0.00	794,532.45	-794,532.45
Land sales - Other								0.00
				Earnest money on Moore prop-	Dis of Madiana Con Davi Obsolvina			
Deposit	03/28/2024	Wire in	Law office of Amy Zapatka	deal not taken	Bk of Madison-Cap Proj-Checking		25,000.00	-25,000.00
Total Land sales - Oth	er					0.00	25,000.00	-25,000.00
Total Land sales Grant income						0.00	819,532.45	-819,532.45
2022 REBA Grant								0.00 0.00
2022 NEDA GIAIR				To reverse AR for grant rec'd				0.00
General Journal	07/01/2023	TTC-24-1		July 2023	Inter Govt Cont - REBA Grant	3,862,698.79		3,862,698.79
General Journal	07/01/2023	TTC-23.01R		grant	Inter Govt Cont - REBA Grant	6,215,515.93		10,078,214.72
Dit	07/04/0000	Dit	Occasio Haveing and Fig. Authority	DD #14 Plateau & Thomas &	Dir of Madison IMANA/ DEDA #4		0.000.000.70	0.045.545.00
Deposit	07/21/2023	Deposit	Georgia Housing and Fin Authority	Hutton DD #15 Plateau and Thoms &	Bk of Madison-JMNW REBA #1		3,862,698.79	6,215,515.93
Deposit	08/24/2023	Deposit	Georgia Housing and Fin Authority	Hutton	Bk of Madison-JMNW REBA #1		9,532,783.40	-3,317,267.47
·				DD #16 Plateau and Thomas &				
Deposit	09/25/2023	Deposit	Georgia Housing and Fin Authority	Hutton DD #17 Plateau and Thomas &	Bk of Madison-JMNW REBA #1		6,169,974.28	-9,487,241.75
Deposit	10/16/2023	Deposit	Georgia Housing and Fin Authority	Hutton	Bk of Madison-JMNW REBA #1		2,251,160.04	-11,738,401.79
Бороок	10/10/2020	Вороск	Cooligia i lodollig and i ili / lationly	DD #18 Plateau and Thomas &			2,201,100.01	11,700,101.70
Deposit	11/03/2023	Deposit	Georgia Housing and Fin Authority	Hutton	Bk of Madison-JMNW REBA #1		2,827,046.79	-14,565,448.58
Deposit	12/15/2023	Deposit	Georgia Housing and Fin Authority	DD #17 Plateau	Bk of Madison-JMNW REBA #1		1,895,186.95	-16,460,635.53
Deposit	02/29/2024	Deposit	Georgia Housing and Fin Authority	DD #18 Plateau and reimb JDA	Bk of Madison-JMNW REBA #1		6,155,329.64	-22,615,965.17
Total 2022 REBA Grar	nt					10,078,214.72	32,694,179.89	-22,615,965.17
Total Grant income						10,078,214.72	32,694,179.89	-22,615,965.17
PILOT Payments	. o.t							0.00
Morning Hornet Projet Invoice	03/01/2024	108	Morning Hornet	payment	Accounts Receivable		3,000,000.00	0.00 -3,000,000.00
Total Morning Hornet F		100	Worming Florrice	p=y		0.00	3,000,000.00	-3,000,000.00
Rivian Project	rojoot					0.00	0,000,000.00	0.00
				PILOT payment for 2023 per				
				Economic Development				
Invoice	11/07/2023	105	Rivian New Horizon, LLC	Agreement Exhibit E Rivian - PILOT payment	Accounts Receivable Accounts Receivable		1,500,000.00	-1,500,000.00
Invoice	02/27/2024	109	Rivian Horizon, LLC	Rivian - PILOT payment	Accounts Receivable	0.00	1,500,000.00	-3,000,000.00
Total Rivian Project						0.00	3,000,000.00	-3,000,000.00
Total PILOT Payments Underwriting fee - Bon	d fee					0.00	6,000,000.00	-6,000,000.00 0.00
Reimb NCIDA & DAW								0.00
Deposit	11/10/2023			Commission due out	Bk of Madison-MMA	180,000.00		180,000.00
Total Reimb NCIDA &						180,000.00	0.00	180,000.00
Underwriting fee - Bo	nd fee - Other							0.00

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Туре	Date	Num	Name	Memo Bond Fee per the Economic	Split	Debit	Credit	Balance
				Development Agreement				
Invoice	11/07/2023	107	Rivian New Horizon, LLC	Section 3.6(m)	Accounts Receivable		4,500,000.00	-4,500,000.00
Total Underwriting for		ther				0.00	4,500,000.00	-4,500,000.00
Total Underwriting fee						180,000.00	4,500,000.00	-4,320,000.00
Miscellaneous incor	ne			Title insurance returned on land	Bk of Madison-JMNW			0.00
Deposit	01/30/2024	Deposit	Callaway Title Escrow, LLC	sales	Disbursment		48,152.00	-48,152.00
Total Miscellaneous in		Ворозн	Gallaway Tillo Escrow, EEG			0.00	48,152.00	-48,152.00
Bank charges	ricome					0.00	40,132.00	0.00
Check	10/24/2023	1087	Deposit	VOID: Voided	Checking - Truist	0.00		0.00
Check	10/24/2023	1088	Deposit	VOID: Voided	Checking - Truist	0.00		0.00
Check	12/31/2023	Draft	Truist	Bk charges	Checking - Truist	15.00		15.00
Total Bank charges	12/31/2023	Dian	Truist			15.00	0.00	15.00
Distribution to Coun	tios					15.00	0.00	0.00
Check	03/04/2024	1393	Japan County	PILOT distribution to counties	Bk of Madison-Cap Proj-Checking	120 000 00		120,000.00
Check	03/04/2024	1393	Jasper County	PILOT distribution to counties	Bk of Madison-Cap Proj-Checking	120,000.00 80,000.00		200,000.00
			jasper county School District	PILOT distribution to counties	Bk of Madison-Cap Proj-Checking			
Check	03/04/2024	1395	Morgan County	PILOT distribution to counties	Bk of Madison-Cap Proj-Checking	127,530.00		327,530.00
Check	03/04/2024	1396	Morgan County School District		Bk of Madison-Cap Proj-Checking	172,470.00		500,000.00
Check	03/04/2024	1397	Newton County	PILOT distribution to counties PILOT distribution to counties -	Bk of Madison-Cap Proj-Checking	249,825.00		749,825.00
Check	03/04/2024	1398	Newton County	to Fire District	Bk of Madison-Cap Proj-Checking	26,475.00		776,300.00
Check	03/04/2024	1399	Newton County School District	PILOT distribution to counties	Bk of Madison-Cap Proj-Checking	473,700.00		1,250,000.00
Check	03/04/2024	1400	Walton County	PILOT distribution to counties	Bk of Madison-Cap Proj-Checking	257,475.00		1,507,475.00
Onlook	00/01/2021	1 100	Walter Sound	PILOT distribution to counties -	g	201,110.00		1,007,170.00
Check	03/04/2024	1401	Walton County	to Fire District	Bk of Madison-Cap Proj-Checking	45,375.00		1,552,850.00
Check	03/04/2024	1402	Walton County School District	PILOT distribution to counties	Bk of Madison-Cap Proj-Checking	412,800.00		1,965,650.00
				PILOT distribution to counties -				
Check	03/04/2024	1403	Walton County School District	to School Bond	Bk of Madison-Cap Proj-Checking	34,350.00		2,000,000.00
Total Distribution to C	Counties					2,000,000.00	0.00	2,000,000.00
Insurance expense								0.00
Check	10/12/2023	Wire	Alliant Insurance Services		Bk of Madison-Cap Proj-Checking	81,590.08		81,590.08
Total Insurance exper	nse					81,590.08	0.00	81,590.08
Miscellaneous expe	nse							0.00
Check	12/19/2023	1097	Andrea P. Gray, LLC	Gift	Checking - Truist	250.00		250.00
Total Miscellaneous e	expense					250.00	0.00	250.00
Owners Assoc fees								0.00
Check	01/23/2024	1372	Stanton Springs	Park Owners Assoc annual	Bk of Madison-Cap Proj-Checking	106.70		106.70
Total Owners Assoc f	fees					106.70	0.00	106.70
Professional								0.00
Accounting expens	se							0.00
Check	10/24/2023	1337	Treadwell, Tamplin & Co, CPA	Inv 183819	Bk of Madison-Cap Proj-Checking	28,800.00		28,800.00
Total Accounting ex	pense					28,800.00	0.00	28,800.00
Audit expense								0.00
Check	12/19/2023	1355	McNair, McLemore, Middlebrooks &	Co Inv 123124 annual audit	Bk of Madison-Cap Proj-Checking	15,000.00		15,000.00
Total Audit expense	•					15,000.00	0.00	15,000.00
Consulting								0.00
Check	07/25/2023	1083	Allen Smith Consulting Inc	grant	Checking - Truist	180.00		180.00
			· ·	Inv 13840 - EDGE grant				
Check	03/26/2024	1105	Allen Smith Consulting Inc	administration	Checking - Truist	270.00		450.00
Total Consulting						450.00	0.00	450.00
Grant Consulting -	REBA							0.00
Check	07/25/2023	1295	Allen Smith Consulting Inc	Inv 13585 In #13616 - JDA REBA #1 grant	Bk of Madison-Cap Proj-Checking	2,000.00		2,000.00
Check	08/22/2023	1306	Allen Smith Consulting Inc	admin	Bk of Madison-Cap Proj-Checking	3,000.00		5,000.00
Check	09/26/2023	1327	Allen Smith Consulting Inc		Bk of Madison-Cap Proj-Checking	2,500.00		7,500.00
Check	09/26/2023	1328	Allen Smith Consulting Inc		Bk of Madison-Cap Proj-Checking	900.00		8,400.00
			č	25	. ,			,

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Туре	Date	Num	Name	Memo	Split	Debit	Credit	Balance
Check	10/24/2023	1335	Allen Smith Consulting Inc	Inv 13674	Bk of Madison-Cap Proj-Checking	3,250.00		11,650.00
Check	11/28/2023	1344	Allen Smith Consulting Inc	Inv 13707	Bk of Madison-Cap Proj-Checking	2,250.00		13,900.00
			-	Inv 13741 REBA #1				
Check	12/19/2023	1358	Allen Smith Consulting Inc	admininstration	Bk of Madison-Cap Proj-Checking	2,000.00		15,900.00
Check	12/19/2023	1359	Allen Smith Consulting Inc	administration	Bk of Madison-Cap Proj-Checking	720.00		16,620.00
Check	01/23/2024	1374	Allen Smith Consulting Inc	Inv 13766	Bk of Madison-Cap Proj-Checking	2,500.00		19,120.00
Check	02/27/2024	1385	Allen Smith Consulting Inc	Inv 13766 REBA #1	Bk of Madison-Cap Proj-Checking	500.00		19,620.00
Check	02/27/2024	1386	Allen Smith Consulting Inc	Inv 13796 REBA #2	Bk of Madison-Cap Proj-Checking	450.00		20,070.00
Check	03/04/2024	1404	Allen Smith Consulting Inc	Inv 13860 REBA #1 grant admin Grant application/writing for	Bk of Madison-Cap Proj-Checking	500.00		20,570.00
Check	03/04/2024	1405	Allen Smith Consulting Inc	REBA #2	Bk of Madison-Cap Proj-Checking	5,130.00		25,700.00
Total Grant Consulting	g - REBA					25,700.00	0.00	25,700.00
Legal expense								0.00
				Rest of Inv 91 general				
Bill	07/19/2023	Inv 91	Andrea P. Gray, LLC	representation	Accounts Payable	3,570.00		3,570.00
Check	07/25/2023	1296	Andrea P. Gray, LLC	Inv 91 Rivian	Bk of Madison-Cap Proj-Checking	915.00		4,485.00
Check	07/25/2023	1297	Andrea P. Gray, LLC	Inv 5	Bk of Madison-Cap Proj-Checking	360.00		4,845.00
Check	07/25/2023	1298	Andrea P. Gray, LLC	Inv 5	Bk of Madison-Cap Proj-Checking	1,230.00		6,075.00
Check	08/22/2023	1084	Andrea P. Gray, LLC	Inv \$92 General Representation	Checking - Truist	6,765.00		12,840.00
Check	08/22/2023	1311	Andrea P. Gray, LLC	Inv #93 Rivian Bond Validation	Bk of Madison-Cap Proj-Checking	645.00		13,485.00
Check	08/22/2023	1312	Andrea P. Gray, LLC	Inv #6 Rivian Zoning Litigation	Bk of Madison-Cap Proj-Checking	525.00		14,010.00
Check	09/26/2023	1085	Andrea P. Gray, LLC	Inv #93 General Representation	Checking - Truist	7,350.00		21,360.00
Check	09/26/2023	1319	Andrea P. Gray, LLC		Bk of Madison-Cap Proj-Checking	675.00		22,035.00
Check	09/26/2023	1320	Andrea P. Gray, LLC		Bk of Madison-Cap Proj-Checking	750.00		22,785.00
Check	10/24/2023	1086	Andrea P. Gray, LLC	Inv #94 General Representation	Checking - Truist	7,590.00		30,375.00
Check	11/07/2023	1093	Andrea P. Gray, LLC	Inv #95 Reverse of GJE TTC-23.02	Checking - Truist	6,570.00		36,945.00
General Journal	11/15/2023	TTC-23.02R	Tonia Bowden Paramore	For CHK 1154 voided on Reverse of GJE TTC-23.03	Bk of Madison-Cap Proj-Checking		10.00	36,935.00
General Journal	11/15/2023	TTC-23.03R	Ronald and Carol Bowden	For CHK 1156 voided on Reverse of GJE TTC-23.04	Bk of Madison-Cap Proj-Checking		10.00	36,925.00
General Journal	11/15/2023	TTC-23.04R	Jerry Felton Bowden	For CHK 1160 voided on Reverse of GJE TTC-23.05	Bk of Madison-Cap Proj-Checking		10.00	36,915.00
General Journal	11/15/2023	TTC-23.05R	Gary Head	For CHK 1163 voided on	Bk of Madison-Cap Proj-Checking		10.00	36,905.00
Check	11/28/2023	1350	Andrea P. Gray, LLC	Inv #8	Bk of Madison-Cap Proj-Checking	2,415.00		39,320.00
Check	12/19/2023	1096	Andrea P. Gray, LLC	Inv 96 Gen'l representation	Checking - Truist	6,940.00		46,260.00
Check	01/23/2024	1100	Andrea P. Gray, LLC	Inv 97 Gen'l representation	Checking - Truist	9,060.00		55,320.00
Check	02/28/2024	1103	Andrea P. Gray, LLC	Inv 98 Gen'l representation	Checking - Truist	10,755.00		66,075.00
Check	03/26/2024	1104	Andrea P. Gray, LLC	Inv 99 Gen'l representation	Checking - Truist	11,865.00		77,940.00
Total Legal expense						77,980.00	40.00	77,940.00
Litigation expense								0.00
Check	07/25/2023	1299	Smith Gambrell & Russell LLP	Inv 1124108 & 1120153	Bk of Madison-Cap Proj-Checking	29,196.00		29,196.00
Check	07/25/2023	1300	Smith Gambrell & Russell LLP	Inv 1124103 & 1119467	Bk of Madison-Cap Proj-Checking	21,833.50		51,029.50
Check	07/25/2023	1301	Smith Gambrell & Russell LLP	Inv 1119079	Bk of Madison-Cap Proj-Checking	6,023.80		57,053.30
Check	07/25/2023	1302	Smith Gambrell & Russell LLP	Inv 1124094 & 1119466 Inv 33164217 Rivian Project	Bk of Madison-Cap Proj-Checking	7,670.50		64,723.80
Check	08/22/2023	1310	Holland & Knight LLP	Bond Litigation	Bk of Madison-Cap Proj-Checking	42,942.65		107,666.45
Check	08/22/2023	1313	Smith Gambrell & Russell LLP	VOID:	Bk of Madison-Cap Proj-Checking	0.00		107,666.45
Check	08/22/2023	1314	Smith Gambrell & Russell LLP	VOID:	Bk of Madison-Cap Proj-Checking	0.00		107,666.45
Check	08/22/2023	1315	Smith Gambrell & Russell LLP	Inv 1126548 General	Bk of Madison-Cap Proj-Checking	2,834.98		110,501.43
Check	08/22/2023	1316	Smith Gambrell & Russell LLP	VOID:	Bk of Madison-Cap Proj-Checking	0.00		110,501.43
Check	08/22/2023	1317	Smith Gambrell & Russell LLP	VOID:	Bk of Madison-Cap Proj-Checking	0.00		110,501.43
Check	08/22/2023	1318	Smith Gambrell & Russell LLP	Bond appeal, Zoning, Clean Water, Stream less Rivian	Bk of Madison-Cap Proj-Checking	43,556.50		154,057.93
Check	09/26/2023	1321	Smith Gambrell & Russell LLP	INv 1130135Zoning	Bk of Madison-Cap Proj-Checking	4,599.00		158,656.93
Check	09/26/2023	1321	Smith Gambrell & Russell LLP	Inv 1130133251iiiig	Bk of Madison-Cap Proj-Checking	1,039.50		159,696.43
Check	09/26/2023	1322	Smith Gambrell & Russell LLP	Inv 1130136 Clean Water	Bk of Madison-Cap Proj-Checking	7,065.12		166,761.55
				Inv 33186146 Bond appeal	Bk of Madison-Cap Proj-Checking	,		,
Check	09/26/2023	1324	Holland & Knight LLP	111V 33166146 Bolid appeal	Dr. of Madison-Oap Floj-Onecoling	29,603.65		196,365.20

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Type	Date	Num	Name	Memo	Split	Debit	Credit	Balance
Check	09/26/2023	1325	Holland & Knight LLP	Inv 33202792 Bond Appeal	Bk of Madison-Cap Proj-Checking	26,663.68		223,028.88
Check	09/26/2023	1326	Holland & Knight LLP	Inv 33786148 Clean Water	Bk of Madison-Cap Proj-Checking	157.50		223,186.38
Check	11/28/2023	1351	Smith Gambrell & Russell LLP	VOID: Void	Bk of Madison-Cap Proj-Checking	0.00		223,186.38
Check	11/28/2023	1352	Smith Gambrell & Russell LLP	Inv 1138931 Zoning litigation	Bk of Madison-Cap Proj-Checking	1,015.50		224,201.88
Check	11/28/2023	1353	Smith Gambrell & Russell LLP	Appeal	Bk of Madison-Cap Proj-Checking	3,199.00		227,400.88
Check	11/28/2023	1354	Smith Gambrell & Russell LLP	Inv 1138933 Clean Water Claim	Bk of Madison-Cap Proj-Checking	16,868.50		244,269.38
Check	12/19/2023	1365	Smith Gambrell & Russell LLP	lmv 1142360 Zoning	Bk of Madison-Cap Proj-Checking	12,871.00		257,140.38
Check	12/19/2023	1366	Smith Gambrell & Russell LLP	Inv 1142361 EPD Stream Buffer	Bk of Madison-Cap Proj-Checking	975.00		258,115.38
Check	12/19/2023	1367	Smith Gambrell & Russell LLP	Inv 1142362 Clean Water Act	Bk of Madison-Cap Proj-Checking	872.00		258,987.38
Check	01/23/2024	1368	Andrea P. Gray, LLC	Inv 9 Rivian Zoning Litigation	Bk of Madison-Cap Proj-Checking	495.00		259,482.38
Check	01/23/2024	1369	Smith Gambrell & Russell LLP	General	Bk of Madison-Cap Proj-Checking	22,327.50		281,809.88
Check	01/23/2024	1370	Smith Gambrell & Russell LLP	Inv 1147655 Zoning litigation	Bk of Madison-Cap Proj-Checking	1,387.50		283,197.38
Check	02/27/2024	1380	Andrea P. Gray, LLC	Inv 10 Zoning litigation	Bk of Madison-Cap Proj-Checking	1,515.00		284,712.38
Check	02/27/2024	1381	Smith Gambrell & Russell LLP	claim	Bk of Madison-Cap Proj-Checking	926.50		285,638.88
				Inv 1150234 EPD Stream buffer	, , ,			
Check	02/27/2024	1382	Smith Gambrell & Russell LLP	appeal	Bk of Madison-Cap Proj-Checking	483.00		286,121.88
Check	02/27/2024	1383	Smith Gambrell & Russell LLP	Inv 1150233 Zoning litigation	Bk of Madison-Cap Proj-Checking	7,552.78		293,674.66
Check	02/27/2024	1384	Smith Gambrell & Russell LLP	Inv 1150231 Real Estate	Bk of Madison-Cap Proj-Checking	345.00		294,019.66
Check	03/04/2024	1411	Andrea P. Gray, LLC	Inv #11 Zoning Litigation	Bk of Madison-Cap Proj-Checking	885.00		294,904.66
Check	03/04/2024	1412	Smith Gambrell & Russell LLP	General	Bk of Madison-Cap Proj-Checking	806.50		295,711.16
Check	03/04/2024	1413	Smith Gambrell & Russell LLP	Inv #1154091 Aoning LItigation	Bk of Madison-Cap Proj-Checking	10,183.18		305,894.34
Check	03/04/2024	1414	Smith Gambrell & Russell LLP	Inv #1154092 US Dept of Energy	Bk of Madison-Cap Proj-Checking	8,119.50		314,013.84
Total Litigation expens	е					314,013.84	0.00	314,013.84
Total Professional						461,943.84	40.00	461,903.84
Public Relations Firm								0.00
Check	07/25/2023	1294	Cornerstone Government Affairs, Inc.	Inv JDA-072023	Bk of Madison-Cap Proj-Checking	10,000.00		10,000.00
Check	08/22/2023	1305	Cornerstone Government Affairs, Inc.	Inv-JDA-082023	Bk of Madison-Cap Proj-Checking	10,000.00		20,000.00
Check	09/26/2023	1329	Cornerstone Government Affairs, Inc.	Inv JDA-902023	Bk of Madison-Cap Proj-Checking	10,000.00		30,000.00
Check	10/24/2023	1334	Cornerstone Government Affairs, Inc.	Inv JDA-102023	Bk of Madison-Cap Proj-Checking	10,000.00		40,000.00
Check	11/28/2023	1342	Cornerstone Government Affairs, Inc.	inv JDA-112023	Bk of Madison-Cap Proj-Checking	5,000.00		45,000.00
Check	12/19/2023	1356	Cornerstone Government Affairs, Inc.	Inv JDA-122023	Bk of Madison-Cap Proj-Checking	5,000.00		50,000.00
Check	01/23/2024	1371	Cornerstone Government Affairs, Inc.	In JDA-012024	Bk of Madison-Cap Proj-Checking	5,000.00		55,000.00
Check	02/27/2024	1391	Cornerstone Government Affairs, Inc.	Inv JDA-022024	Bk of Madison-Cap Proj-Checking	5,000.00		60,000.00
Check	03/04/2024	1410	Cornerstone Government Affairs, Inc.	Inv JDA-032024	Bk of Madison-Cap Proj-Checking	5,000.00		65,000.00
Total Public Relations Fi	rm					65,000.00	0.00	65,000.00
Security expense								0.00
Check	10/24/2023	1089	Valdis Culver		Checking - Truist	200.00		200.00
Check	10/24/2023	1090	Sherri Collier		Checking - Truist	200.00		400.00
Check	11/06/2023	1092	Tremille Riley		Checking - Truist	200.00		600.00
Check	11/06/2023	1091	Sherri Collier		Checking - Truist	200.00		800.00
Check	11/28/2023	1095	Tremille Riley	Meeting security	Checking - Truist	200.00		1,000.00
Check	11/28/2023	1094	Sherri Collier	Meeting security	Checking - Truist	200.00		1,200.00
Check	12/19/2023	1098	Valdis Culver	Monthly mtg security	Checking - Truist	400.00		1,600.00
Check	12/19/2023	1099	Wayne Watts	Monthly mtg security	Checking - Truist	400.00		2,000.00
Check	01/29/2024	1101	Michael Cunningham	Monthly mtg security	Checking - Truist	400.00		2,400.00
Check	01/29/2024	1102	Sherri Collier	Monthly mtg security	Checking - Truist	400.00		2,800.00
Check	03/26/2024	1106	Michael Cunningham	Monthly mtg security	Checking - Truist	400.00		3,200.00
Check	03/26/2024	1107	Sherri Collier	Monthly mtg security	Checking - Truist	400.00		3,600.00
Total Security expense						3,600.00	0.00	3,600.00
Utilities						2,223.23		0.00
Check	07/05/2023	Draft	Snapping Shoals	Acct 4283669	Checking - Truist	29.96		29.96
Check	07/05/2023	Draft	Snapping Shoals	Acct 4283727	Checking - Truist	64.08		94.04
Check	08/02/2023	Draft	Snapping Shoals	Acct 4283669	Checking - Truist	29.96		124.00
Check	08/02/2023	Draft	Snapping Shoals	Acct 4283727	Checking - Truist	64.31		188.31
Check	09/05/2023	Draft	Snapping Shoals	Acct 4283669	Checking - Truist	29.96		218.27
			0		<u> </u>			-

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Туре	Date	Num	Name	Memo	Split	Debit	Credit	Balance
Check	09/05/2023	Draft	Snapping Shoals	Acct 4283727	Checking - Truist	63.99		282.26
Check	10/03/2023	Draft	Snapping Shoals	Acct 4283669	Checking - Truist	29.96		312.22
Check	10/03/2023	Draft	Snapping Shoals	Acct 4283727	Checking - Truist	62.43		374.65
Check	11/01/2023	Draft	Snapping Shoals	Acct 4283727	Checking - Truist	62.47		437.12
Check	11/01/2023	Draft	Snapping Shoals	Acct 4283669	Checking - Truist	29.96		467.08
Check	12/04/2023	Draft	Snapping Shoals	Acct 4283727	Checking - Truist	62.21		529.29
Check	12/04/2023	Draft	Snapping Shoals	Acct 4283669	Checking - Truist	29.96		559.25
Check	01/02/2024	Draft	Snapping Shoals	Acct 4283669	Checking - Truist	29.96		589.21
Check	01/02/2024	Draft	Snapping Shoals	Acct 4283727	Checking - Truist	60.22		649.43
Check	02/05/2024	Draft	Snapping Shoals	Acct 4283727	Checking - Truist	67.35		716.78
Check	02/05/2024	Draft	Snapping Shoals	Acct 4283669	Checking - Truist	37.45		754.23
Check	03/05/2024	Draft	Snapping Shoals	Acct 4283669	Checking - Truist	37.45		791.68
Check	03/05/2024	Draft	Snapping Shoals	Acct 4283727	Checking - Truist	66.49		858.17
Total Utilities	00/00/2024	Dian	Chapping Chodis			858.17	0.00	858.17
Interest income						030.17	0.00	0.00
	nko							0.00
Interest income - ba		Dit	Deals of Madican	luly interest	Bk of Madison-Cap Proj-Checking		50.00	
Deposit	07/31/2023	Deposit	Bank of Madison	July interest	Bk of Madison-MMA		59.92	-59.92
Deposit	07/31/2023	Deposit	Bank of Madison	July interest			7,067.70	-7,127.62
Deposit	07/31/2023	Deposit	Bank of Madison	July interest	Bk of Madison-Cap Proj-MMA		1,843.28	-8,970.90
Deposit	08/31/2023	Deposit	Bank of Madison	August interest	Bk of Madison-MMA		7,635.03	-16,605.93
Deposit	08/31/2023	Deposit	Bank of Madison	August interest	Bk of Madison-Cap Proj-Checking		57.68	-16,663.61
Deposit	08/31/2023	Deposit	Bank of Madison	August interest	Bk of Madison-Cap Proj-MMA		1,769.36	-18,432.97
Deposit	09/30/2023	Deposit	Bank of Madison	September interest	Bk of Madison-MMA		7,793.73	-26,226.70
Deposit	09/30/2023	Deposit	Bank of Madison	September interest income	Bk of Madison-Cap Proj-Checking		94.47	-26,321.17
Deposit	09/30/2023	Deposit	Bank of Madison	September interest	Bk of Madison-Cap Proj-MMA		1,712.98	-28,034.15
Deposit	10/31/2023	Deposit	Bank of Madison	October interest	Bk of Madison-MMA		8,598.30	-36,632.45
Deposit	10/31/2023	Deposit	Bank of Madison	October interest	Bk of Madison-Cap Proj-Checking		133.45	-36,765.90
Deposit	10/31/2023	Deposit	Bank of Madison	October interest	Bk of Madison-Cap Proj-MMA		1,222.67	-37,988.57
Deposit	11/30/2023	Deposit	Bank of Madison	November interest	Bk of Madison-MMA		15,774.79	-53,763.36
Deposit	11/30/2023	Deposit	Bank of Madison	November interest	Bk of Madison-Cap Proj-Checking		331.30	-54,094.66
Deposit	11/30/2023	Deposit	Bank of Madison	November interest	Bk of Madison-Cap Proj-MMA		3,977.35	-58,072.01
Deposit	12/31/2023	Deposit	Bank of Madison	December interest	Bk of Madison-MMA		20,639.10	-78,711.11
Deposit	12/31/2023	Deposit	Bank of Madison	December interest	Bk of Madison-Cap Proj-Checking		389.92	-79,101.03
Deposit	12/31/2023	Deposit	Bank of Madison	December interest	Bk of Madison-Cap Proj-MMA		5,501.06	-84,602.09
Deposit	01/31/2024		Bank of Madison	January interest	Bk of Madison-MMA		20,698.78	-105,300.87
Deposit	01/31/2024	Dep	Bank of Madison	January interest	Bk of Madison-Cap Proj-Checking		348.68	-105,649.55
Deposit	01/31/2024	Deposit	Bank of Madison	January interest	Bk of Madison-Cap Proj-MMA		5,516.97	-111,166.52
Deposit	02/29/2024	Deposit	Bank of Madison	February interest	Bk of Madison-MMA		19,417.56	-130,584.08
Deposit	02/29/2024	Deposit	Bank of Madison	February interest	Bk of Madison-Cap Proj-Checking		276.61	-130,860.69
Deposit	02/29/2024	Deposit	Bank of Madison	February interest	Bk of Madison-Cap Proj-MMA		5,175.48	-136,036.17
Deposit	03/31/2024	Deposit	Bank of Madison	March interest	Bk of Madison-MMA		20,814.79	-156,850.96
Deposit	03/31/2024	Deposit	Bank of Madison	March interest	Bk of Madison-Cap Proj-MMA		5,547.89	-162,398.85
Deposit	03/31/2024	Deposit	Bank of Madison	March interest	Bk of Madison-Cap Proj-Checking		652.70	-163,051.55
Total Interest income	e - banks					0.00	163,051.55	-163,051.55
Total Interest income						0.00	163,051.55	-163,051.55
Capital Outlay								0.00
Stanton Springs No	orth							0.00
Stanton Sp North								0.00
Check	07/26/2023	Wire	Plateau Excavation Inc	App #8 wire	Bk of Madison-JMNW REBA #1	3,807,053.38		3,807,053.38
Check	08/24/2023	Wire	Plateau Excavation Inc	App #9 wire	Bk of Madison-JMNW REBA #1	2,732,735.39		6,539,788.77
Check	09/27/2023	Wire	Plateau Excavation Inc	App #10	Bk of Madison-JMNW REBA #1	6,090,927.30		12,630,716.07
Check	10/18/2023	Wire	Plateau Excavation Inc	App #11	Bk of Madison-JMNW REBA #1	2,114,347.99		14,745,064.06
Check	11/03/2023	Wire	Plateau Excavation Inc	App #12	Bk of Madison-JMNW REBA #1	2,733,924.73		17,478,988.79
Check	12/15/2023	Wire	Plateau Excavation Inc	App #13	Bk of Madison-JMNW REBA #1	1,727,065.27		19,206,054.06
Check	02/28/2024	Wire	Plateau Excavation Inc	App #14	Bk of Madison-JMNW REBA #1	5,958,364.42		25,164,418.48
Officer	02/20/2024	*****	. Idiodd Excavation mo	, .hh	oaa.oo ommitti (teb/(// /	0,000,004.42		20, 107,710.70

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Туре	Date	Num	Name	Memo	Split	Debit	Credit	Balance
Chook	02/28/2024	Wire	Plateau Evacuation Inc	To record against retaintage held since 6-30-23	Bk of Madison-JMNW REBA #1		2 467 124 52	21 607 202 06
Check			Plateau Excavation Inc	field sifice 0-30-23	DR OF MAGISON-SIMILARY REDA #1	25,164,418.48	3,467,124.52 3,467,124.52	21,697,293.96
Total Stanton Sp N Rivian - Expenses		וונ				25, 104,410.40	3,407,124.32	0.00
Check	02/27/2024	1392	Walton County	Reimb Walton for signage	Bk of Madison-Cap Proj-Checking	4,916.23		4,916.23
Total Rivian - Expe			,			4,916.23	0.00	4,916.23
Rivian - Reimburs						,		0.00
	·			Partial duplicate pymt on Inv 02391863 Project Adventure that				
Check	07/26/2023	Wire	Thomas & Hutton	will be reimb from T & H	Bk of Madison-Cap Proj-Checking	55,645.41		55,645.41
Check	08/22/2023	1307	Thomas & Hutton	Inv #243970 Project Adventure	Bk of Madison-Cap Proj-Checking	50,435.10		106,080.51
Check	08/22/2023	1308	Thomas & Hutton	Pad	Bk of Madison-Cap Proj-Checking	22,945.00		129,025.51
Check	08/22/2023	1309	Thomas & Hutton	Pad	Bk of Madison-Cap Proj-Checking	11,634.07		140,659.58
Deposit	08/23/2023	Deposit	Bank of Madison	Reimbursement from T & J for \$42.5 & \$55,645.41 Inv 245929 Special Inspection &	Bk of Madison-Cap Proj-Checking		55,687.91	84,971.67
Check	09/26/2023	1330	Thomas & Hutton	matl testing	Bk of Madison-Cap Proj-Checking	63,431.95		148,403.62
Check	09/26/2023	1331	Thomas & Hutton	Inv 245922 Rivian 90ac	Bk of Madison-Cap Proj-Checking	18,015.00		166,418.62
Check	09/26/2023	1332	Thomas & Hutton	Inv 245920 Project Adventure	Bk of Madison-Cap Proj-Checking	36,169.87		202,588.49
				Inv 246057 Project Adventure				
Check	09/26/2023	1333	Thomas & Hutton	Cultural Mitigation	Bk of Madison-Cap Proj-Checking	15,512.09		218,100.58
Check	09/27/2023	Wire	Thomas & Hutton	Wire	Bk of Madison-Cap Proj-Checking	76,049.48		294,150.06
Check	10/24/2023	1336	Pellicano Construction	Inv 23-674	Bk of Madison-Cap Proj-Checking	33,675.33		327,825.39
Check	10/24/2023	1338	Thomas & Hutton	pad Inv 246428 Special instpeciton &	Bk of Madison-Cap Proj-Checking	32,575.00		360,400.39
Check	10/24/2023	1339	Thomas & Hutton	mat'l testing Inv 246426 Project Adventure	Bk of Madison-Cap Proj-Checking	38,937.19		399,337.58
Check	10/24/2023	1340	Thomas & Hutton	ALTA survey	Bk of Madison-Cap Proj-Checking	7,429.00		406,766.58
Check	10/24/2023	1341	Thomas & Hutton	Inv 246427 Project Adventure	Bk of Madison-Cap Proj-Checking	31,539.84		438,306.42
Check	11/28/2023	1343	Pellicano Construction	Inv 23-674	Bk of Madison-Cap Proj-Checking	31,239.45		469,545.87
Check	11/28/2023	1345	Thomas & Hutton	Inv 248846 Project Adventure	Bk of Madison-Cap Proj-Checking	51,352.37		520,898.24
Check	11/28/2023	1346	Thomas & Hutton	Inv 248844 90ac Plus Pad	Bk of Madison-Cap Proj-Checking	41,839.28		562,737.52
Check	11/28/2023	1347	Thomas & Hutton	Inv 248839 ALTA survey	Bk of Madison-Cap Proj-Checking	8,402.50		571,140.02
Check	11/28/2023	1348	Thomas & Hutton	Inv 248840 ALTA survey Inv 248838 Speical inspection &	Bk of Madison-Cap Proj-Checking	11,634.07		582,774.09
Check	11/28/2023	1349	Thomas & Hutton	Matls Testing	Bk of Madison-Cap Proj-Checking	62,902.51		645,676.60
Check	12/19/2023	1357	Pellicano Construction	# 23-674	Bk of Madison-Cap Proj-Checking	23,998.28		669,674.88
Check	12/19/2023	1360	Thomas & Hutton	Inv 250710 Project Adventure	Bk of Madison-Cap Proj-Checking	10,580.00		680,254.88
Check	12/19/2023	1361	Thomas & Hutton	Inv 250711 90ac Plus Pad Inv 250709 90ac Plus Pad addl	Bk of Madison-Cap Proj-Checking	47,335.00		727,589.88
Check	12/19/2023	1362	Thomas & Hutton	inspection	Bk of Madison-Cap Proj-Checking	47,594.19		775,184.07
Check	12/19/2023	1363	Thomas & Hutton	Inv 250712 ALTA Survey Inv 250708 Special Inspection &	Bk of Madison-Cap Proj-Checking	1,205.10		776,389.17
Check	12/19/2023	1364	Thomas & Hutton	Matl testing	Bk of Madison-Cap Proj-Checking	3,753.92		780,143.09
Check	01/23/2024	1373	Pellicano Construction	Inv 23-674	Bk of Madison-Cap Proj-Checking Bk of Madison-Cap Proj-Checking	30,899.93		811,043.02
Check	01/23/2024	1375	Thomas & Hutton	Inv 252258 Project Adventure		25,849.15		836,892.17
Check	01/23/2024	1376	Thomas & Hutton	Pad Pad	Bk of Madison-Cap Proj-Checking	29,907.50		866,799.67
Check	01/23/2024	1377	Thomas & Hutton	Inv 252257 ALTA survey	Bk of Madison-Cap Proj-Checking Bk of Madison-Cap Proj-Checking	44,416.44		911,216.11
Check	01/23/2024	1378	Thomas & Hutton	Inv 252260 Rivian special	. , ,	966.96		912,183.07
Check	01/23/2024	1379	Thomas & Hutton	Inspection & Matl Testing	Bk of Madison-Cap Proj-Checking	3,866.94		916,050.01
Check	02/27/2024	1387	Thomas & Hutton	Inv 253255 Project Inv 253256 Rivian Special	Bk of Madison-Cap Proj-Checking	20,175.00		936,225.01
Check	02/27/2024	1388	Thomas & Hutton	Inspection & Matl Testing Inv 253257 Rivian 90 ac Plus	Bk of Madison-Cap Proj-Checking	3,787.00		940,012.01
Check	02/27/2024	1389	Thomas & Hutton	Pad Addl Insp & Matl Test Inv 253259 Project adv ALTA	Bk of Madison-Cap Proj-Checking	13,654.81		953,666.82
Check	02/27/2024	1390	Thomas & Hutton	survey	Bk of Madison-Cap Proj-Checking	1,117.50		954,784.32
Check	03/04/2024	1406	Thomas & Hutton	Inv #255298 ALTA Survey	Bk of Madison-Cap Proj-Checking	8,762.50		963,546.82

29 Page 16 of 17

Туре	Date	Num	Name	Memo	Split	Debit	Credit	Balance
Check	03/04/2024	1407	Thomas & Hutton	Inv #255198 Project Adventure Inv #255199 Rivian Special	Bk of Madison-Cap Proj-Checking	22,859.36		986,406.18
Check	03/04/2024	1408	Thomas & Hutton	Inspection & Matl test Inv 255299 Project Adventure	Bk of Madison-Cap Proj-Checking	1,225.00		987,631.18
Check	03/04/2024	1409	Thomas & Hutton	90ac pad	Bk of Madison-Cap Proj-Checking	512.50		988,143.68
Total Rivian - Reim	bursable Expens	es				1,043,831.59	55,687.91	988,143.68
Total Stanton Spring	s North					26,213,166.30	3,522,812.43	22,690,353.87
Total Capital Outlay						26,213,166.30	3,522,812.43	22,690,353.87
TOTAL						111,691,490.48	111,691,490.48	0.00

30 Page 17 of 17

JDA Legal Fees 4/23/2024

Andrea P. Gray, LLC

<u>Matter</u>	<u>Amount</u>		Time Period
General Legal Representation	\$	7,920.00	3/20/2024 - 4/16/2024
Zoning Litigation	\$	555.00	3/20/2024 - 4/16/2024
	TOTAL \$	8,475.00	

INVOICE



Invoice # 100 Date: 04/17/2024 Due On: 05/17/2024

Andrea P. Gray, LLC

300 E. Church Street Monroe, Georgia 30655 United States

Joint Development Authority of Jasper, Morgan, Newton and Walton Counties

00007-Joint Development Authority of Jasper, Morgan, Newton and Walton Counties

General Legal Representation

Туре	Date	Notes	Quantity	Rate	Total
Service	03/20/2024	Draft Minutes from Finance Committee meeting; Draft Minutes from Regular JDA meeting; Draft Minutes from Executive Session meeting; Conference with Ben Riden; Conference with Don Jernigan; Correspondence with Tamaron Houston regarding easement and Sewell Church Road; Prepare presentation for tax assessor/commissioner meeting; Follow-up with Alisa Bishop regarding insurance quotes; Correspondence with Kevin Forbes regarding invoices and JDA meeting prep; Reminder email to County attorneys regarding tax assessor/commissioner meeting; Update county payout spreadsheet	5.20	\$150.00	\$780.00
Service	03/21/2024	Finalize Agendas; Conference with Steve Jordan regarding same; Compile and distribute meeting packets; Prepare for JDA meeting; Review and revise presentation for tax assess/commissioner meeting; Correspondence with Tommy Knight regarding same; Conference with Mike Hopkins regarding Rivian and Meta infrastructure matters; Draft Resolution to approve NCWSA Easement over Takeda property; Conference with Serra Hall regarding meeting prep and site matters; Conference with Ben Brooks and Kirk Fjelstul regarding site matters; Correspondence with Pat Malcom regarding budget and financials; Update website with Agendas and meeting location; Correspondence with Keeley Garrett regarding grant draw;	5.30	\$150.00	\$795.00
Service	03/22/2024	Conferences with JDA, State and Rivian legal teams regarding site matters; Conference with Jerry Silvio and	3.00	\$150.00	\$450.00

		Serra Hall regarding same			
Service	03/24/2024	Distribute Agenda to public list; Correspondence with Tamaron Houston regarding connection to frontage road for Meta; Correspondence with Tony Powell re tax meeting	0.80	\$150.00	\$120.00
Service	03/25/2024	Prepare for, travel and attend meeting with Chief Appraisers, Tax Commissioners and Attorneys from four counties and Social Circle; Prepare for JDA meetings; Conference with State and JDA site teams; Correspondence with Hillary Edgar re easement; Correspondence with Alisa Bishop regrading insurance; Correspondence with Ben Sheidler regarding prep for JDA meeting; Correspondence with JDA regarding tax meeting; Correspondence with tax meeting attendees with copy of presentation;	5.70	\$150.00	\$855.00
Service	03/26/2024	Prepare for, travel and attend Finance Committee and regular JDA meeting; Conferences with Serra Hall; Conference with Steve Jordan regarding same; Conference with Ben Riden regarding same; Conference with Amy Zapatka; Correspondence with Ron Smith regarding NCWSA tank	6.60	\$150.00	\$990.00
Service	03/27/2024	Conference with Sara Gershon regarding site status and JDA meeting; Correspondence with Alice Queen regarding revenue spreadsheet; Process JDA documents; Correspondence with Kirk Fjelstul regarding JDA meeting; Correspondence with Keeley Garrett regarding documents signed for grant draw	1.50	\$150.00	\$225.00
Service	03/28/2024	Conference with John S. with Rivian regarding site status; Conference with Sara Gershon regarding same; Conference with Kirk F regarding same; Upload minutes, recordings and meeting packets to website	1.30	\$150.00	\$195.00
Service	03/29/2024	Receipt and review of correspondence from Alisa Bishop regarding insurance	0.20	\$150.00	\$30.00
Service	04/04/2024	Receipt and review of historical report from Kevin Forbes; Correspondence with Rebecca Davis; Conference with Steve Jordan regarding receipt of Morning Hornet payment; Correspondence with Ryan Smith regarding Meta connection to frontage road; Review correspondence regarding site	2.30	\$150.00	\$345.00
Service	04/05/2024	Conferences with Sara Gershon regarding Rivian site matters; Conference with Kirk Fjelstul, Byron Kirkpatrick and Sara Gershon regarding same; Conference with Rivian, State and JDA legal teams regarding site matter	2.40	\$150.00	\$360.00
Service	04/07/2024	Correspondence with Hillary Edgar regarding easement approval	0.20	\$150.00	\$30.00
Service	04/08/2024	Coordination with Keeley Garrett regarding REBA grant status and meeting request; Complete insurance	1.40	\$150.00	\$210.00

04/16/2024	Evans regarding grant fund balance and invoices; Draft Road IGA	3.50	\$150.00	\$525.00
	Evans regarding grant fund balance and invoices; Draft			
04/15/2024	Conferences with Serra Hall regarding JDA meeting prep and Jasper County matters; Conference with Don Jernigan and Steve Jordan regarding Jasper County matters and JDA facts; Draft Agenda for April meeting; Draft regular meeting minutes from March meeting; Draft minutes from Finance Committee meeting; Draft executive session minutes; Correspondence with Hank		\$150.00	\$705.00
04/12/2024	Conference with Jerry Silvio regarding upcoming JDA meeting; Correspondence to Shane Short and Serra Hall regarding same	0.30	\$150.00	\$45.00
04/11/2024	Conference with State legal team and Thomas and Hutton regarding site matters; Conference with Sara Gershon regarding site matters; Correspondence with Sara Gershon regarding same; Draft frontage road IGA Correspondence with Jerry Silvio re JDA meeting prep;		\$150.00	\$480.00
	Conference with Ben Riden regarding litigation updates; Draft frontage road IGA; Conference with Allen Smith consulting and Thomas and Hutton regarding grant accounting	1.50	\$150.00	\$225.00
04/10/2024				
04/09/2024	Conferences with Serra Hall regarding timeline for frontage road turnover and necessary agreements; Conference with State and JDA site teams regarding status updates; Coordination with Ben Sheidler regarding media inquiry	3.70	\$150.00	\$555.00
		regarding media inquiry		

Quantity Subtotal 52.8

Quantity Total 52.8

Total \$7,920.00

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
100	05/17/2024	\$7,920.00	\$0.00	\$7,920.00
			Outstanding Balance	\$7,920.00
			Total Amount Outstanding	\$7,920.00

Please make all amounts payable to: Andrea P. Gray, LLC

Please pay within 30 days.



P.O. Box 73 Covington GA 30015-0073

Message from SSEMC

SUMMER RATES IN EFFECT MAY 1 Your electric usage will be billed on our summer rates beginning May 1. For more information about SSEMC's rates, please visit www.ssemc.com.

Covington Office:

14750 Brown Bridge Road
Covington, GA 30016

Ellenwood Office:
190 Fairview Road
Ellenwood, GA 30294

Office Hours: 8:00 AM - 5:00 PM Monday - Friday

4 1813

DISCOVER

JOINT DEVELOPMENT AUTHORITY 300 EAST CHURCH ST MONROE GA 30655-0000

Bill Date: 04/03/2024

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REPORT AN OUTAGE: 678-814-4961

Automated Phone Service: 1-855-916-2970

Telephone: 770-786-3484 Website: www.ssemc.com

Account No.	Member No.		Serv	ice Location		Rate			Bill Typ	е	Cycle
4283727	137412	13924 HWY 278 B1 Regu					Regular	ılar Bill 2			
Meter Numbe	r From Date	To Da	ate	Prev Read Pres Read Mult KWH Use					H Used	DMD	Used
H88641360	03/02/2024	9811	10009)	1.0	1	198 0.0		.0		
Account Messages				Account Activity				Amount			
Total charges of \$66.80 will be drafted on 05/01/2024. Your account is set up to receive an Electronic Statement. Thank you for going green; paperless billing saves paper and trees.				Previous Balance Payments - Thank You Balance Before Billing Current Charges Electric Service 198 kWh x 0.106 Base Charge Power Cost Adj. 198 kWh x -0.012422 Sec LT 100 HPS Standard (Qty: 1) Newton County Tax - 7% Total Current Charges (Due by 05/01/2024) Total Amount Due				22	,	67.80 -67.80 \$0.00 20.99 35.00 -2.46 8.90 4.37 \$66.80	
185	Ши	Month/ Year	Days								
124		Apr 2024	30								
62	Mar 2024 30										
A M J J A	SONDJFM A 2024	Apr 2023	30								

Accounts not paid in full by 5pm on the due date will be charged a \$10.00 late fee.



ELECTRIC MEMBERSHIP CORPORATION



JOINT DEVELOPMENT AUTHORITY 300 EAST CHURCH ST MONROE GA 30655-0000 Return This Portion With Your Payment

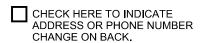
CURRENT CHARGES DUE BY 05/01/2024	\$66.80
TOTAL AMOUNT DUE	\$66.80
BANK DRAFT - DO NOT PAY	

Snapping Shoals EMC P.O. Box 73 Covington GA 30015-0073

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Contact #: (678) 364-2384







P.O. Box 73 Covington GA 30015-0073

Message from SSEMC

SUMMER RATES IN EFFECT MAY 1 Your electric usage will be billed on our summer rates beginning May 1. For more information about SSEMC's rates, please visit www.ssemc.com.

ELECTRIC MEMBERSHIP CORPORATION

Covington Office: Ellenwood Office: 14750 Brown Bridge Road 190 Fairview Road Covington, GA 30016 Ellenwood, GA 30294 Office Hours: 8:00 AM - 5:00 PM Monday - Friday

4 1812

JOINT DEVELOPMENT AUTHORITY 300 EAST CHURCH ST MONROE GA 30655-0000

<u> ԵգիհելիմիվհավըլԱլհեՍիգիկիլիիցիկիլմ||իվիգրհենիմիցի</u>

REPORT AN OUTAGE: 678-814-4961

Automated Phone Service: 1-855-916-2970 Telephone: 770-786-3484 Website: www.ssemc.com DISCOVER Telephone: 770-786-3484 Bill Date: 04/03/2024 VISA

			EXPRESS	•						
Account No.	Member No.	Service Location Rate						Bill Typ	ре	Cycle
4283669	137412	1392	24 HWY 278			B1	I	Regular	Bill	2
Meter Numbe	r From Date	To Date	Prev Read	Pres Re	ad	Mult KWH Use		Used	DMD	Used
H75300928	03/02/2024	04/01/2024	18	18		1.0	(0	0	0.0
Ad	ccount Mess	ages		Account	Activ	/ity			Amo	unt
Total charges o 05/01/2024.	f \$37.45 will be dr set up to receive nk you for going g per and trees.	afted on	Previous Balance Payments - Tha Balance Before Current Charge Base Charge Newton County Total Current C Total Amount I	nk You e Billing es Tax - 7% Charges (Du	ue by 0)5/01/202 4)			37.45 -37.45 \$0.00 35.00 2.45 \$37.45 \$37.45

Accounts not paid in full by 5pm on the due date will be charged a \$10.00 late fee.



MEMBERSHIP CORPORATION



JOINT DEVELOPMENT AUTHORITY 300 EAST CHURCH ST **MONROE GA 30655-0000**

Return This Portion With Your Payment

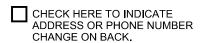
CURRENT CHARGES DUE BY 05/01/2024	\$37.45
TOTAL AMOUNT DUE	\$37.45
BANK DRAFT - DO NOT PAY	

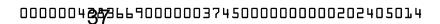
Snapping Shoals EMC P.O. Box 73 **Covington GA 30015-0073**

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Contact #: (678) 364-2384







Invoice for Professional Services

Allen-Smith Consulting, Inc.

405 Nunnally Farm Road, Monroe, GA 30655 (770) 207-0142

BILL TO
Joint Development Authority - Jasper,
Morgan, Newton, & Walton
P. O. Box 826
Monroe, GA 30655
Attn: Andrea Gray
andrea@andreagray.com

Invoice Date	Invoice #
April 23, 2024	13896

Job #:	JDA-728-22	
Job Description:	JDA Jasper Morgan Newton W	/alton 2022 REBA #1 - Project Adventure
Grant #	22pd-MCR-5-5072	

Grant Administration - 304

Grant administration services provided for this period, for the Joint Development Authority's 2022 REBA grant in accordance with our contract.

Phase	Code	Phase Fee	% Complete	Fee Earned To Date	Previously Billed	_	Current Billing	
Grant Award Process	201	\$ 10,000.00	100%	\$ 10,000.00	\$ 10,000.00	\$	-	
Project Financial Management	202	\$ 25,000.00	83%	\$ 20,750.00	\$ 20,500.00	\$	250.00	
General & Special Conditions Compliance	203	\$ 25,000.00	83%	\$ 20,750.00	\$ 20,500.00	\$	250.00	
Totals To Date: \$ 60,000.00 \$ 51,500.00 \$ 51,000.00							500.00	
Administration Fe	es (orig	ginal contrac	t & Addend	dum #1) Due	This Invoice	\$	500.00	
Phase	Code	Date	Services	Period	Billed		Billing	
	205		\$ -	0.00				
Total Hourly Charges Due this Invoice								
Hourly Rate as per our contract is \$125.00								
Total Current Invoice								



Ms. Andrea Gray JDA – Jasper, Morgan, Newton & Walton County 300 East Church Street Monroe, GA 30655

Re: JDA – Project Adventure

Covington, Georgia
Invoice # 255712
T&H Job # J–26900.0001
Breakdown of Expenditures

February 25, 2024 to March 30, 2024

Dear Ms. Gray:

Please find attached invoices for engineering services performed during the month of March. The projects, descriptions, and costs are itemized as follows:

General Consulting

Before March 8th / February 25, 2024 to March 7, 2024

<u>A010 – Meetings / Calls with JDA/State/Legal Teams; JDA Board Meeting / Calls on EPD Site visit</u>

				\$ 2.655.00
Project Manager II (K. Forbes)	7 hours @	\$ 205.00	=	\$ 1,435.00
Consultant (Ralph Forbes)	4 hours @	\$ 305.00	=	\$ 1,220.00

Before March 8th / February 25, 2024 to March 7, 2024

<u>A720 – Construction Management – Coordinate Access; French Drain Summary; Site</u> Evaluation Discussion; Grassing Discussions; BMP Evaluation

Project Manager II (K. Forbes)	15 hours @	\$	205.00	=		3,075.00 3,075.00
		Before M	March 8th		S	5.730.00

After March 8th / March 8, 2024 - March 30 2024

<u>A010 – Meetings / Calls with JDA/State/Legal Teams; JDA Board Meeting / Calls on EPD Site</u> visit

				\$ 4 080 00
Project Manager II (K. Forbes)	8 hours @	\$ 205.00	=	\$ 1,640.00
Consultant (Ralph Forbes)	8 hours @	\$ 305.00	=	\$ 2,440.00

Ms. Andrea Gray JDA – Jasper, Morgan, Newton & Walton County April 15, 2024 Page 2

After March 8th / March 8, 2024 – March 30, 2024

<u>A720 – Construction Management – Coordinate Access; French Drain Summary; Site Evaluation Discussion; Grassing Discussions; BMP Evaluation</u>

Project Manager II (K. Forbes) 9.5 hours @ \$ 205.00 = \$ 1,947.50 \$ 1,947.50

After March 8th \$ 6,027.50

TOTAL INVOICE FOR J - 26900.0001

\$ 11,757.50

Please review the attached invoice and call our office with any questions or concerns.

Sincerely,

THOMAS & HUTTON

Ralph L. Forbes, P.E.

RLF/kts Enclosures



Atlanta | Brunswick | Savannah | **Georgia**Charleston | Columbia | Greenville | Myrtle Beach | **South Carolina**Charlotte | Raleigh-Durham | **North Carolina**Nashville | **Tennessee**

Remit to: P.O. Box 936164 Atlanta, GA 31193-6164 Phone: 912-234-5300

JDA - Jasper, Morgan, Newton & Walton County Attn: Andrea Gray

300 E. Church Street Monroe, GA 30655 April 10, 2024

Project No: 26900.0001 Invoice No: 255712

JDA - Project Adventure Covington, GA

Professional Services from February 25, 2024 to March 30, 2024

hase /	Task:	Description of work	Contract /Budget Amount	Previously Invoiced	Percent Complete/ Billed to Date	Current Invoice	Balance to Completion	
0010	Genera	l Consulting						
	A010	Meetings/Calls	\$251,307.00	\$244,435.00	\$251,170.00	\$6,735.00	\$137.00	
	B010	Schedules & GANT Charts	\$23,665.00	\$23,665.00	\$23,665.00	\$0.00	\$0.00	
	C010	Rezoning	\$17,701.25	\$17,701.25	\$17,701.25	\$0.00	\$0.00	
	D010	Phase 1 ESA	\$4,025.00	\$4,025.00	\$4,025.00	\$0.00	\$0.00	
	E010	(Preliminary only) Geotechnical	\$28,750.00	\$28,750.00	\$28,750.00	\$0.00	\$0.00	
	F010	Wetland Permit Drawings	\$35,707.50	\$35,707.50	\$35,707.50	\$0.00	\$0.00	
	G010	Wetland Delineation	\$40,250.00	\$40,250.00	\$40,250.00	\$0.00	\$0.00	
	H010	Phase 1 Cultural Resources Investigation	\$293,915.74	\$293,915.74	\$293,915.74	\$0.00	\$0.00	
	1010	GDOT Coordination	\$57,000.00	\$56,027.50	\$56,027.50	\$0.00	\$972.50	
	J010	Adventure Coordination	\$203,700.00	\$203,692.51	\$203,692.51	\$0.00	\$7.49	
	K010	Water & Sewer Coordination	\$16,000.00	\$15,470.00	\$15,470.00	\$0.00	\$530.00	
	L010	Natural Gas Coordination	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	
	M010	Power Coordination	\$500.00	\$450.00	\$450.00	\$0.00	\$50.00	
	N010	DRI	\$6,130.00	\$6,130.00	\$6,130.00	\$0.00	\$0.00	
	O010	Wetland Jurisdictional Request / Permit	\$127,873.95	\$127,873.95	\$127,873.95	\$0.00	\$0.00	
	P010	Threatened & Endangered Species	\$2,875.00	\$2,875.00	\$2,875.00	\$0.00	\$0.00	
	Q010	Buffer Variance Drawings	\$18,427.50	\$18,427.50	\$18,427.50	\$0.00	\$0.00	
	R010	Buffer Variance Request	\$60,509.57	\$60,509.57	\$60,509.57	\$0.00	\$0.00	
0350	Geotec	hnical Report						
	A350	Asbestos Survey / TCLP-Pb Testing and Reports	\$35,937.50	\$35,937.50	100%	\$0.00	\$0.00	
	B350	Limited Site Investigation (LSI)	\$11,356.25	\$11,356.25	100%	\$0.00	\$0.00	
	C350	LSI - Unity Gas Station	\$12,075.00	\$12,075.00	100%	\$0.00	\$0.00	
	D350	UST Removal / Closure Permitting	\$82,910.98	\$82,910.98	100%	\$0.00	\$0.00	
0465	ALTA/N	ISPS Land Title Survey						
	B465	ALTA Survey	\$1,280.00	\$1,280.00	\$1,280.00	\$0.00	\$0.00	
0510	Engine	ering Design						
	A510	Site Plan	\$7,947.50	\$7,947.50	\$7,947.50	\$0.00	\$0.00	

Project		26900.0001 JDA - Project Adven	roject Adventure Covington, GA			nvoice 2	255712	
Phase /	Task:	Description of work	Contract /Budget Amount	Previously Invoiced	Percent Complete/ Billed to Date	Current Invoice	Balance to Completion	
	B510	Rough Grading Plans	\$184,419.00	\$184,419.00	\$184,419.00	\$0.00	\$0.00	
	C510	Clearing & Erosion Control Design	\$94,305.00	\$94,305.00	\$94,305.00	\$0.00	\$0.00	
	D510	Rail Spur Design	\$505.00	\$505.00	\$505.00	\$0.00	\$0.00	
0610	Permit	S						
	B610	Walton Co - Rough Grading	\$2,910.00	\$2,910.00	\$2,910.00	\$0.00	\$0.00	
	D610	EPD - Over 50 Acres	\$13,652.50	\$13,652.50	\$13,652.50	\$0.00	\$0.00	
	E610	GSWCC - Rough Grading	\$7,930.00	\$7,930.00	\$7,930.00	\$0.00	\$0.00	
	F610	NPDES	\$9,022.50	\$9,022.50	\$9,022.50	\$0.00	\$0.00	
0720	Constr	uction Observation						
	A720	Construction Management - Pad Grading	\$90,480.00	\$85,247.50	\$90,270.00	\$5,022.50	\$210.00	
	B720	Construction Meetings - Pad Grading	\$123,745.00	\$123,745.00	\$123,745.00	\$0.00	\$0.00	
	C720	Record Drawings - Pad Grading	\$5,000.00	\$4,767.50	\$4,767.50	\$0.00	\$232.50	
	D720	Pad Turnover Assistance	\$6,100.00	\$6,100.00	\$6,100.00	\$0.00	\$0.00	
9999	Reimb	ursable Expenses	\$11,000.00	\$10,435.17	\$10,435.17	\$0.00	\$564.83	
		Current Invoice Sub Totals:	\$1,889,413.74	\$1,874,451.92		\$11,757.50	\$3,204.32	
				Curre	nt Invoice Due	\$11,757.50		

Project	26900.0001	JDA - Project Adventure Covington, GA	Inv	voice 2	255712	
Billing Deta	ils:					
Profession	nal Personnel:		Hours	Rate	Total	
0010 / A01	0 Meetings/Calls					
Cons	sultant		12.00	\$305.00	\$3,660.00	
Proje	ect Manager II		15.00	\$205.00	\$3,075.00	
		Totals	27.00		\$6,735.00	-
0720 / A72	0 Construction Mana	agement - Pad Grading				
Proje	ect Manager II		24.50	\$205.00	\$5,022.50	

Page 3



Ms. Andrea Gray JDA – Jasper, Morgan, Newton & Walton County 300 East Church Street Monroe, GA 30655

Re: JDA – Project Adventure ALTA Survey

Invoice # 255715 T&H Job # J–29287.0001 Breakdown of Expenditures March 7, 2024 to March 30, 2024

Dear Andrea:

Please find attached invoices for engineering services performed during the month of March. All work was performed after March 7th. The projects, descriptions, and costs are itemized as follows:

<u> J465 – Subdivision Plat Services</u>						
Staff Surveyor IV (Derrick Surrett)	3 hours @	\$	165.00	=	<u>\$</u> \$	495.00 495.00
K465 – Interchange Subdivision Plat						
Staff Surveyor IV (Derrick Surrett) Permit Coordinator III (Woods)	2.5 hours @ 1 hours @	\$ \$	165.00 150.00	=	\$ <u>\$</u> \$	412.50 150.00 562.50
TOTAL INVOICE FOR J – 29287.0001					\$	1,057.50

Please review the attached invoice and call our office with any questions or concerns.

Sincerely,

THOMAS & HUTTON

evin P Forbes PE

KPF/kts

Enclosures



Atlanta | Brunswick | Savannah | **Georgia**Charleston | Columbia | Greenville | Myrtle Beach | **South Carolina**Charlotte | Raleigh-Durham | **North Carolina**Nashville | **Tennessee**

Remit to: P.O. Box 936164 Atlanta, GA 31193-6164 Phone: 912-234-5300

JDA - Jasper, Morgan, Newton & Walton County

Attn: Steve Jordan PO Box 89

Monroe, GA 30655

April 10, 2024

Project No: 29287.0001 Invoice No: 255715

JDA - Project Adventure ALTA Survey

Professional Services from February 25, 2024 to March 30, 2024

Phase / Task:	Description of work	Contract /Budget Amount	Previously Invoiced	Percent Complete/ Billed to Date	Current Invoice	Balance to Completion
0465 ALTA	NSPS Land Title Survey					
A465	5 ALTA Survey	\$311,382.12	\$311,382.12	\$311,382.12	\$0.00	\$0.00
B465	5 Title Commitment Review	\$2,935.00	\$2,935.00	\$2,935.00	\$0.00	\$0.00
C465	Road Quit Claim Exhibits and Legals	\$7,500.00	\$7,500.00	\$7,500.00	\$0.00	\$0.00
D465	5 State Property Commission Exhibits	\$10,000.00	\$10,000.00	\$10,000.00	\$0.00	\$0.00
E465	Final ALTA for Rivian (late in year)	\$54,300.00	\$54,279.81	\$54,279.81	\$0.00	\$20.19
G465	5 Recombination Plat	\$11,500.00	\$11,350.00	\$11,350.00	\$0.00	\$150.00
H465	5 Staking of Frontage Road	\$24,000.00	\$24,000.00	\$24,000.00	\$0.00	\$0.00
1465	Rivian Training Center Boundary Survey	\$12,000.00	\$11,957.50	\$11,957.50	\$0.00	\$42.50
J465	Subdivision Plat Services	\$10,700.00	\$10,167.30	\$10,662.30	\$495.00	\$37.70
K465	5 Interchange Subdivision Plat	\$11,500.00	\$9,880.00	\$10,442.50	\$562.50	\$1,057.50
	Current Invoice Sub Totals:	\$455,817.12	\$453,451.73		\$1,057.50	\$1,307.89

Current Invoice Due

\$1,057.50

Project	29287.0001	JDA - Project Adventure ALTA Survey		Inv	oice	255715
Billing Details	:					
Professional	Personnel:		Hours	Rate	Total	
0465 / J465	Subdivision Plat S	ervices				
Staff Si	ırveyor IV		3.00	\$165.00	\$495.00	
0465 / K465	Interchange Subdi	ivision Plat				
Staff Sı	ırveyor IV		2.50	\$165.00	\$412.50	
Permit	Coordinator III		1.00	\$150.00	\$150.00	
		Totals	3.50		\$562.50	_

Page 2



Ms. Andrea Gray JDA – Jasper, Morgan, Newton & Walton County 300 East Church Street Monroe, GA 30655

Re: JDA – Project Adventure

Cultural Resources Mitigation

Invoice # 255714

T&H Job # J–26900.0005 Breakdown of Expenditures

February 25, 2024 to March 7, 2024

Dear Andrea:

Please find attached invoices for engineering services performed during the month of March, prior to March 7th. The projects, descriptions, and costs are itemized as follows:

<u>A010 – Cultural Resources Mitigation Documentation</u>

Brockington and Associates, Inc. Invoice # 23-479

\$ 38,779.77

TOTAL INVOICE FOR J - 26900.0005

\$ 38,779.77

Please review the attached invoice and call our office with any questions or concerns.

Sincerely,

THOMAS & HUTTON

Kevin P. Forbes, P.E.

KPF/kts

Enclosures



Atlanta | Brunswick | Savannah | **Georgia**Charleston | Columbia | Greenville | Myrtle Beach | **South Carolina**Charlotte | Raleigh-Durham | **North Carolina**Nashville | **Tennessee**

Remit to: P.O. Box 936164 Atlanta, GA 31193-6164 Phone: 912-234-5300

JDA - Jasper, Morgan, Newton & Walton County

Attn: Andrea Gray 300 E. Church Street Monroe, GA 30655 April 10, 2024

Project No: 26900.0005 Invoice No: 255714

JDA - Project Adventure - Cultural Resources Mitigation

Professional Services from February 25, 2024 to March 30, 2024

Phase A	/ Task:	Description of work	Contract /Budget Amount	Previously Invoiced	Percent Complete/ Billed to Date	Current Invoice	Balance to Completion
0010	Genera	al Consulting					
	A010	Cultural Resources Mitigation Documentation	\$77,560.00	\$38,780.23	\$77,560.00	\$38,779.77	\$0.00
		Current Invoice Sub Totals:	\$77,560.00	\$38,780.23		\$38,779.77	\$0.00

Current Invoice Due \$38,779.77

Project 26900.0005 JDA - Project Adventure - Cultural Resou Invoice 255714

Billing Details:

Hours Rate Total

Consultant-Civil Other

\$38,780.22

3/29/2024

Brockington and Associates, Inc



Ms. Andrea Gray JDA – Jasper, Morgan, Newton & Walton County 300 East Church Street Monroe, GA 30655

Re: JDA – Rivian

Special Inspection and Materials Testing

Invoice # 255713

T&H Job # J–26900.0003 Breakdown of Expenditures

February 25, 2024 to March 30, 2024

Dear Andrea:

Please find attached invoices for engineering services performed during the month of February. The projects, descriptions, and costs are itemized as follows:

General Consulting

A010 - Miscellaneous Consulting (Before March 7th)

<u>Coordinating with Terracon on updated report and new location for spreading and exhibits for report; calls with Byron on CAP Plan</u>

TOTAL INVOICE FOR J – 26900.0003					\$	9,605.50
Terracon Invoice					\$	971.75
After March 7 th Updated sampling / revised report						
E725 – Nutrient Management Plan Terracon Invoice					\$	4,743.75
Before March 7th					\$	3,275.00
Project Manager II (K. Forbes)	13 hours @	\$	205.00	=	\$	2,665.00
Consultant (Ralph Forbes)	2 hours @	\$	305.00	=	\$	610.00
A010 - Miscellaneous Consulting (Af	ter March 7 th)				'	
, ,		·			\$	615.00
Project Manager II (K. Forbes)	3 hours @	\$	205.00	=	\$	615.00
report; calls with Byron on CAP Plan						

Please review the attached invoice and call our office with any questions or concerns.

Sincerely,

THOMAS & HUTTON

Kevin P. Forbes, P.E.

KPF/kts Enclosures



Atlanta | Brunswick | Savannah | **Georgia**Charleston | Columbia | Greenville | Myrtle Beach | **South Carolina**Charlotte | Raleigh-Durham | **North Carolina**Nashville | **Tennessee**

Remit to: P.O. Box 936164 Atlanta, GA 31193-6164 Phone: 912-234-5300

JDA - Jasper, Morgan, Newton & Walton County

Attn: Andrea Gray 300 E. Church Street Monroe, GA 30655 April 10, 2024

Project No: 26900.0003 Invoice No: 255713

JDA - Rivian - Special Inspection and Material Testing

Professional Services from February 25, 2024 to March 30, 2024

Phase /	Task:	Description of work	Contract /Budget Amount	Previously Invoiced	Percent Complete/ Billed to Date	Current Invoice	Balance to Completion
0010	Genera	al Consulting					
	A010	Miscellaneous Consulting	\$47,000.00	\$42,095.00	\$45,985.00	\$3,890.00	\$1,015.00
0725	Geotec	hnical Construction Services					
	A725	Soils / Utility Backfill	\$350,700.00	\$315,687.94	\$315,687.94	\$0.00	\$35,012.06
	B725	Special Inspection Oversight, Project Management / Coordination, Report Review	\$43,000.00	\$30,302.53	\$30,302.53	\$0.00	\$12,697.47
	C725	Asbestos Abatement, Monitoring, Visual Clearance	\$83,000.00	\$83,000.00	100%	\$0.00	\$0.00
	D725	National Pollutant Discharge Elimination System (NPDES) Services	\$90,000.00	\$84,108.13	\$84,108.13	\$0.00	\$5,891.87
	E725	Nutrient Management Plan	\$62,000.00	\$51,610.35	\$57,325.85	\$5,715.50	\$4,674.15
,	F725	Construction Drilling	\$7,300.00	\$7,285.25	\$7,285.25	\$0.00	\$14.75
		Current Invoice Sub Totals:	\$683,000.00	\$614,089.20		\$9,605.50	\$59,305.30

Current Invoice Due \$9,6

\$9,605.50

Project	26900.0003	JDA - Rivian - Special Inspection and Ma		Inv	oice	255713
Billing Details	:					
Professional	Personnel:		Hours	Rate	Total	
0010 / A010	Miscellaneous Cons	sulting				
Consult	ant		2.00	\$305.00	\$610.00	
Project	Manager II		16.00	\$205.00	\$3,280.00	
		Totals	18.00		\$3,890.00	_
0725 / E725	Nutrient Manageme	ent Plan				
Consultan	t-Geotechnical					
3/30/20	24 Terracon Cons	ultants Inc			\$5,715.50	

Cornerstone Government Affairs

800 Maine Avenue, SW, 7th Floor Washington, DC 20024 202-448-9565 accounting@cgagroup.com



INVOICE

BILL TO
Joint Development Authority of Jasper, Morgan, Newton, & Walton Counties
JDA-042024

Joint Development Authority of Jasper, Morgan, Newton, & Walton Counties
DATE
04/08/2024

TERMS
Net 30

Monroe, GA 30655
DUE DATE
05/08/2024

DESCRIPTON AND SERVICE PERIOD	AMOUNT
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Please remit for Public Affairs services rendered in April 2024. 5,000.00

Please reach out to Ryan Gottshall at 301-956-5854 or accounting@cgagroup.com should you have any questions/concerns regarding this invoice.

BALANCE DUE

\$5,000.00



JDA Quarterly Report – January - March 2024 Report covering Quarter 1 Stanton Springs

Marketing Activity/Prospects:

Marketing efforts focused on potential prospects for 88 acres on Hwy 278 south of Shire Parkway

Current Tenants:

- Takeda is working with the JDA and Newton County on several requests including speed bumps, signage, and the parkway name.
- Meta's two campuses are under construction and final certificates of occupancy have been issued on three buildings on the Morning Hornet campus. Meta made a PILOT payment of \$3 million.
- The Newton County Water & Sewer Authority continues construction of water/sewer lines and continues to coordinate with Takeda and the JDA regarding easements.
- Rivian took control of the Stanton Springs North site as of January 1st and is taking measures to stabilize and secure the site. It announced a pause in vertical construction on March 7th but anticipates meeting its job and investment requirements (80% of 7,500 jobs and \$5 billion invested) by December 2030 as required under the existing agreements.

Financial:

- Rivian paid \$1.5 million on March 1st for its annual PILOT payment for 2024 bringing the total paid to the JDA to date to approximately \$8 million.
- Meta paid \$3 million for its 2024 PILOT payment.
- The Finance Committee met three times and recommended an amendment to the current fiscal year budget to reflect expenses associated with the Rivian project including litigation fees and ownership of the frontage road.
- The JDA approved the amended budget at its February meeting and will consider a proposed budget for the upcoming fiscal year at its April meeting.
- Walton County distributed taxes collected from the Takeda project in March which totaled \$5,494,412.55. This amount was distributed by Walton County to the Counties and School Boards per the Revenue Sharing Agreement.
- o The JDA distributed \$2 million in PILOT funds to the counties and school districts in March.
- JDA updated the accounting of the counties' return on investment in Stanton Springs from 1999 to March 2024 (attached) which shows:
 - \$10,437,193 Direct monetary investment by the Counties (primarily for initial land purchase in 2001)
 - o \$37,777,153.16- Monetary benefits received by the counties and school districts
 - o \$27,186,087 net return

Activities Anticipated in Second Quarter of 2024:

- o Frontage Road anticipated to be open at the end of June
- Ongoing site stabilization measurers by Rivian
- Adoption of a budget for FY July 1, 2024 June 30, 2025