

PUTNAM COUNTY BOARD OF COMMISSIONERS

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117 Putnam Drive, Suite A ♦ Eatonton, GA 31024

Agenda

Tuesday, June 18, 2019 ♦ 6:30 PM

Putnam County Administration Building – Room 203

Opening

1. Welcome - Call to Order
2. Invocation
3. Pledge of Allegiance (staff)

Regular Business Meeting

4. Public Comments
5. Approval of Agenda
6. Consent Agenda
 - a. Approval of Minutes - June 7, 2019 Regular Meeting (staff-CC)
 - b. Approval of Minutes - June 7, 2019 Executive Session (staff-CC)
 - c. Approval of Minutes - June 7, 2019 Work Session (staff-CC)
7. Authorization for Chairman to sign documents concerning the Sinclair Water Authority Bond Request (TA)
 - a. Resolution Authorizing among other things the Issuance of the SWA Revenue Refunding Bonds, Series 2019 Bonds
 - b. Continuing Disclosure Certificate
 - c. Second Amendment to Intergovernmental Agreement
8. Authorization for Chairman to sign letter to the Middle Georgia Regional Commission for Technical Assistance for EPWSA to update pay scale and job descriptions (staff-CM)
9. Renewal of the Corporate Health Partners Wellness Program (staff-CM)
10. Cancellation of Lease Agreement between Putnam County and Georgia Writers Museum (staff-CM)

Reports/Announcements

11. County Manager Report
12. County Attorney Report
13. Commissioner Announcements

Closing

14. Adjournment

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

Item Attachment Documents:

6. Consent Agenda
 - a. Approval of Minutes - June 7, 2019 Regular Meeting (staff-CC)
 - b. Approval of Minutes - June 7, 2019 Executive Session (staff-CC)
 - c. Approval of Minutes - June 7, 2019 Work Session (staff-CC)

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PUTNAM COUNTY BOARD OF COMMISSIONERS



117 Putnam Drive, Suite A ♦ Eatonton, GA 31024

Minutes

Friday, June 7, 2019 ♦ 9:00 AM

Putnam County Administration Building – Room 203

The Putnam County Board of Commissioners met on Friday, June 7, 2019 at approximately 9:00 AM in the Putnam County Administration Building, 117 Putnam Drive, Room 203, Eatonton, Georgia.

PRESENT

- Chairman Billy Webster
- Commissioner Kelvin Irvin
- Commissioner Daniel Brown
- Commissioner Bill Sharp
- Commissioner Trevor Addison

STAFF PRESENT

- County Attorney Adam Nelson
- County Manager Paul Van Haute
- Deputy County Manager Lisa Jackson
- County Clerk Lynn Butterworth

Opening

1. Welcome - Call to Order

Chairman Webster called the meeting to order at approximately 9:02 a.m.
(Copy of agenda made a part of the minutes on minute book page _____.)

2. Invocation

Mr. Lonnie Campbell gave the invocation.

3. Pledge of Allegiance (staff)

County Manager Van Haute led the Pledge of Allegiance.

4. Special Presentation

a. Departmental Presentation - Oconee Springs Park

Oconee Springs Park Manager Lonnie Campbell and his wife Susan, who is the Program Coordinator, gave an update on the Park. The park has been undergoing some growing pains due to the recent ruling by DNR that our long-term campers had to move out. This left conditions in an upheaval, but cleaning is underway and its starting to look like a great campground. Due to this change, the open sites went from about 23 to about 75. The new billboards in the Atlanta area are catching attention and being talked about. Susan announced that the Wibit inflatable water park components are supposed to be delivered today. There will be a water slide that is 16' tall x 9 1/2' wide and a trampoline joined together by a swim step. They are very excited about this great addition and along with an improved swimming area and beach area, things are looking better for the future. The inflatables will be deflated in the off season and stored at the county Administration Building. They are hoping to have the new addition ready by July 4, 2019

Regular Business Meeting

5. Public Comments

County Manager Van Haute announced that his Admin Assistant, Stephanie McMullen, has assumed the additional duty of Public Information Officer.

Mr. Don Cottrell commented on D-Day and the draft.

6. Approval of Agenda

Motion to approve the Agenda.

Motion made by Commissioner Addison, Seconded by Commissioner Irvin.

Voting Yea: Commissioner Irvin, Commissioner Brown, Commissioner Sharp, Commissioner Addison

7. Consent Agenda

- a. Approval of Minutes - May 21, 2019 Regular Meeting (staff-CC)
- b. Approval of Minutes - May 21, 2019 Executive Session (staff-CC)
- c. Approval of Minutes - May 23, 2019 Work Session (staff-CC)
- d. Approval of 2019 Alcohol License (staff-CC)
- e. Ratification of Appointment(s) to the 2020 Census Complete Count Committee (BW)
- f. Authorization for Chairman to sign 2019 ACCG-GHBP Health Promotion & Wellbeing Grant Application (staff-HR)

Motion to approve the Consent Agenda.

Motion made by Commissioner Addison, Seconded by Commissioner Sharp.

Voting Yea: Commissioner Irvin, Commissioner Brown, Commissioner Sharp, Commissioner Addison

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

8. Authorization for Chairman to sign Georgia Indigent Defense Services Agreement (staff-Fin)
Circuit Public Defender John Bradley answered questions and explained that the requested budget amounts to each county are based on population and that Putnam County's is the same as last year.

Motion to authorize the Chairman to sign the Georgia Indigent Defense Services Agreement.

Motion made by Commissioner Addison, Seconded by Commissioner Irvin.

Voting Yea: Commissioner Irvin, Commissioner Brown, Commissioner Sharp, Commissioner Addison

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

9. Approval of the 2019-2020 Contract between Putnam County and the Eatonton-Putnam Chamber of Commerce (BW)

Chairman Webster explained that this is an updated contract that includes additional funding for conducting and completing an assessment of current and proposed short term vacation rentals within the county. Chamber President Roddie Anne Blackwell reported that Host Compliance (the company performing the assessment) does have enough information ready to get us started and that the Chamber will promote these homes free of charge if registered with the county.

Motion to approve the 2019-2020 Contract between Putnam County and Eatonton-Putnam Chamber of Commerce.

Motion made by Commissioner Addison, Seconded by Commissioner Sharp.

Voting Yea: Commissioner Irvin, Commissioner Brown, Commissioner Sharp, Commissioner Addison

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

10. Request for Funding from Middle Georgia Regional Commission for the 21st Century Partnership (staff-CM)

Chairman Webster announced a conflict of interest for this item and recused himself from discussion and action. He turned the meeting over to Vice Chairman Addison.

Motion to approve the request for funding from Middle Georgia Regional Commission for the 21st Century Partnership.

Motion made by Commissioner Sharp, Seconded by Commissioner Irvin.

Voting Yea: Commissioner Brown, Commissioner Sharp

Voting Nay: Commissioner Irvin, Commissioner Addison

Motion to reconsider the previous action.

Motion made by: Commissioner Sharp, Seconded by Commissioner Irvin.

Voting Yea: Commissioner Irvin, Commissioner Brown, Commissioner Sharp, Commissioner Addison

Motion to deny the request for funding from Middle Georgia Regional Commission for the 21st Century Partnership.

**Motion made by Commissioner Sharp, Seconded by Commissioner Irvin.
Voting Yea: Commissioner Irvin, Commissioner Brown, Commissioner Sharp,
Commissioner Addison**

Chairman Webster continued with the meeting.

Reports/Announcements

11. County Manager Report
No report

12. County Attorney Report
No report

13. Commissioner Announcements
Commissioner Irvin: none

Commissioner Brown: encouraged shopping in downtown stores.

Commissioner Sharp: none

Commissioner Addison: commented on the 60th annual Dairy Festival and gave thanks to the Pilot Club, Fire Department, EMS, Sheriff’s Office, and the City of Eatonton. He gave special thanks to employees Mitchell Harris and Torrey Whittaker who went above and beyond to make this year’s Festival a success.

Chairman Webster: none

Executive Session

14. Motion to enter Executive Session as allowed by O.C.G.A. 50-14-4, if necessary, for Personnel, Litigation, or Real Estate

Motion to enter Executive Session for Personnel.

Motion made by Commissioner Addison, Seconded by Commissioner Irvin.

**Voting Yea: Commissioner Irvin, Commissioner Brown, Commissioner Sharp,
Commissioner Addison**

Meeting closed at approximately 10:00 a.m.

15. Motion to reopen meeting and execute Affidavit concerning the subject matter of the closed portion of the meeting

Motion to reopen meeting and execute the Affidavit concerning the subject matter of the closed portion of the meeting

Motion made by Commissioner Sharp, Seconded by Commissioner Addison.

Voting Yea: Commissioner Irvin, Commissioner Brown, Commissioner Sharp, Commissioner Addison

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

Meeting reopened at approximately 11:01 a.m.

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

County Attorney Nelson reported that one personnel matter was discussed with no final action taken.

Closing

17. Adjournment

Motion to adjourn the meeting.

Motion made by Commissioner Addison, Seconded by Commissioner Irvin.

Voting Yea: Commissioner Irvin, Commissioner Brown, Commissioner Sharp, Commissioner Addison

Meeting adjourned at approximately 11:02 a.m.

ATTEST:

Lynn Butterworth
County Clerk

Billy Webster
Chairman

PUTNAM COUNTY BOARD OF COMMISSIONERS



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

The draft minutes of the June 7, 2019 Executive Session are available for Commissioner review in the Clerk's office.

PUTNAM COUNTY BOARD OF COMMISSIONERS



117 Putnam Drive, Suite A ♦ Eatonton, GA 31024

Work Session

Minutes

Friday, June 7, 2019 ♦ 10:30 AM*

(*following regular meeting)

Putnam County Administration Building – Room 203

The Putnam County Board of Commissioners met on for a Work Session on Friday, June 7, 2019 at approximately 11:08 AM in the Putnam County Administration Building, 117 Putnam Drive, Room 204, Eatonton, Georgia.

PRESENT

- Chairman Billy Webster
- Commissioner Kelvin Irvin
- Commissioner Bill Sharp
- Commissioner Trevor Addison

ABSENT

- Commissioner Daniel Brown

STAFF PRESENT

- Deputy County Manager Lisa Jackson
- County Clerk Lynn Butterworth
- Shop Foreman Anthony Frazier

OTHERS PRESENT

- From Collaborative Infrastructure Services, Inc:
- Mr. Larry Kaiser
- Mr. Colton Wheeler

Opening

1. Call to Order

Chairman Webster called the work session to order at approximately 11:08 a.m. (Copy of agenda made a part of the minutes on minute book page _____.)

Work Session

2. Road Inventory Discussion (staff-CM)

Mr. Larry Kaiser distributed a revised road list and questions from the last meeting. Discussion centered around these questions and the remaining “unsure” issues.

Work Session recessed at approximately 12:21 p.m.
Work Session reconvened at approximately 12:32 p.m.

Mr. Kaiser recommended beginning Phase 2 next, which will consist of staff (i.e. Larry Kaiser, Lynn Butterworth, Lisa Jackson, Shane Hill, Anthony Frazier) meeting with staff from the Sheriff's Office and the Post Office to get their input.

(Copy of road inventory and questions made a part of the minutes on minute book pages _____ to _____.)

No action was taken.

Closing

3. Adjournment

Motion to adjourn the work session.

Motion made by Commissioner Irvin, Seconded by Commissioner Sharp.

Voting Yea: Commissioner Irvin, Commissioner Sharp, Commissioner Addison

Work Session adjourned at approximately 12:43 p.m.

ATTEST:

Lynn Butterworth
County Clerk

Billy Webster
Chairman

Item Attachment Documents:

7. Authorization for Chairman to sign documents concerning the Sinclair Water Authority Bond Request (TA)
 - a. Resolution Authorizing among other things the Issuance of the SWA Revenue Refunding Bonds, Series 2019 Bonds
 - b. Continuing Disclosure Certificate
 - c. Second Amendment to Intergovernmental Agreement

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SWA

Sinclair Water Authority

126 Cay Drive Milledgeville, GA 31061
Joseph D. Witcher Plant Manager
Phone (706) 485-8993 Fax (706) 485-8994

May 30, 2019

Tommy French - Baldwin County Chairperson
Billy Webster - Putnam County Chairperson

The Sinclair Water Authority voted unanimously at the regular meeting, held May 20, 2019, to proceed with refunding the existing 2008 debt. The refunding/refinancing will generate a substantial level of savings for the two counties in lower debt payments as projected in the attached documents provided by Bill Camp with Raymond James.

Each county will be asked to provide updated data for the Preliminary Official Statement. In addition, each county will be asked to officially consent to the refunding. This needs to be on the mid-June agenda of each county to meet the refunding schedule.

The Authority appreciates the fact that the market is providing this window of opportunity to generate the debt savings to Putnam and Baldwin Counties.

Bill Camp is available to address any questions or to provide additional information. He can be contacted at (404) 240-6805.

Thank you for your consideration,

Joan G. Minton
Chair

RESOLUTION AUTHORIZING AMONG OTHER THINGS THE ISSUANCE OF THE
SINCLAIR WATER AUTHORITY REVENUE REFUNDING BONDS, SERIES 2019 BONDS

WHEREAS, the Sinclair Water Authority (the “Authority”) was duly created and is validly existing pursuant to an act of the General Assembly of the State of Georgia (2001 Ga. Laws, p. 3648 *et seq.*, as amended (the “Act”)); and

WHEREAS, pursuant to the Act, the Authority has the power to (a) plan, design, construct, erect, acquire, own, lease, repair, remodel, maintain, add to, extend, improve, equip, operate and manage “projects,” (b) make contracts and leases and to execute all instruments necessary or convenient to carry out the purposes of the Act and (c) issue revenue bonds for any of its corporate purposes; and

WHEREAS, the Authority has previously issued its Revenue Bond, Series 2008A, Series 2008B and Series 2008C (the “Series 2008 Bonds”) for the purpose of acquiring, constructing and equipping a water intake and treatment plant (the “Plant”) pursuant to a resolution adopted by the Authority on January 4, 2007, as amended May 13, 2008; and

WHEREAS, Article IX, Section III, Paragraph I(a) of the Constitution of the State authorizes, among other things, any county, municipality or other political subdivision of the State to contract, for a period not exceeding fifty years, with another county, municipality or political subdivision or with any other public Authority, public corporation or public authority for joint services, for the provision of services, or for the provision or separate use of facilities or equipment, provided that such contract deals with activities, services or facilities which the contracting parties are authorized by law to undertake or to provide; and

WHEREAS, the Authority, Baldwin County and Putnam County entered into an Intergovernmental Agreement, dated May 17, 2006 (the “Original Contract”), as amended on January 4, 2007, pursuant to which the Authority agreed to acquire, construct, equip and operate the Plant, and Baldwin County and Putnam County each agreed to pay the Authority (a) one-half of the “Base Charge” (as defined in the Original Contract) of the Plant, including, but not limited to the principal of and interest on any debt issued to finance or refinance the Plant and (b) its share of the “Variable Costs” (as defined in the Original Contract) of the Plant (collectively, the “Contract Payments”); and

WHEREAS, the Authority proposes to issue its Revenue Refunding Bonds, Series 2019 (the “Series 2019 Bonds”) for the purpose of (a) refunding the Series 2008 Bonds, (b) funding a debt service reserve and (c) paying the costs of issuing the Series 2019 Bonds pursuant to a resolution to be adopted by the Authority (the “Bond Resolution”); and

WHEREAS, Putnam County proposes to authorize the execution of a Second Amendment to Intergovernmental Agreement, dated as of August 1, 2019 or as of the first day of the month in which the Series 2019 Bonds are issued (the “Second Amendment” and together with the Original Contract, the “Contract”), among Baldwin County, Putnam County and the Authority, in order to clarify that Baldwin County and Putnam County shall each be responsible for one-half of the debt service on the Series 2019 Bonds and amount owing to the insurer of the

Series 2019 Bonds (if any); and

WHEREAS, the Series 2019 Bonds will be secured by a lien on the Contract, the Contract Payments and the funds and investments on deposit in the funds created in the Bond Resolution; and

WHEREAS, Section 8(a)(1) of the Act and Section 9 of the Original Contract require that the issuance of the Series 2019 Bonds be approved by Baldwin County and Putnam County; and

WHEREAS, to the extent required by the Act and the Original Contract, Putnam County proposes to authorize the Authority’s issuance of the Series 2019 Bonds, provided that such issuance results in a debt service savings; and

WHEREAS, Putnam County proposes to authorize the distribution of a Preliminary Official Statement (the “Preliminary Official Statement”) and authorize the execution and distribution of an Official Statement (the “Official Statement”); and

WHEREAS, Putnam County proposes to authorize the execution of a Continuing Disclosure Certificate (the “Disclosure Certificate”).

NOW, THEREFORE, BE IT RESOLVED by the PUTNAM COUNTY BOARD OF COMMISSIONERS, and it is hereby resolved by authority of the same, as follows:

Section 1. Authorization of the Series 2019 Bonds. To the extent required by the Act and the Contract, Putnam County hereby approves the issuance of the Series 2019 Bonds, provided the issuance results in a debt service savings.

Section 2. Ratification of the Original Contract. The execution, delivery and performance of the Original Contract are hereby ratified and approved.

Section 3. Authorization of the Second Amendment. The execution, delivery and performance of the Second Amendment are hereby authorized and approved. The Second Amendment shall be executed by the Chairman or Vice Chairman. The Clerk or Deputy Clerk may attest the same, and the seal may be impressed on the Second Amendment. The Second Amendment shall be in substantially the form attached hereto as Exhibit A, subject to such changes, insertions and omissions as may be approved by the person executing the same. The Second Amendment is by this reference thereto spread upon the minutes.

Section 4. Authorization of Offering Documents. The distribution of the Preliminary Official Statement is authorized and approved. The execution and distribution of the Official Statement are authorized and approved. The Official Statement shall be executed by the Chairman or the Vice Chairman. The Official Statement shall be in substantially the form as the Preliminary Official Statement, subject to such changes, insertions or omissions as may be approved by the person executing the same. The Preliminary Official Statement and the Official Statement are by this reference thereto spread upon the minutes.

Section 5. Disclosure Certificate. The execution, delivery and performance of the Disclosure Certificate are hereby authorized. The Disclosure Certificate shall be executed by the Chairman or Vice Chairman. The Clerk or Deputy Clerk may attest the same, and the seal may be impressed on the Disclosure Certificate. The Disclosure Certificate shall be in substantially the form attached hereto as Exhibit B, subject to such changes, insertions and omissions as may be approved by the person executing the same. The Disclosure Certificate is by this reference thereto spread upon the minutes.

Section 6. Validation of the Series 2019 Bonds. The Chairman, Vice Chairman, Clerk and Deputy Clerk are authorized to execute and file an answer and to execute any and all further instruments and pleadings as they might deem necessary to accomplish validation of the Series 2019 Bonds.

Section 7. General Authority. Any officer of Putnam County is hereby authorized to execute and deliver all other documents and certificates necessary to affect the transactions contemplated by this resolution and to make covenants on behalf of Putnam County.

Section 8. Ratification of Prior Acts. All acts and doings of the commissioners, employees and agents of Putnam County which are in conformity with the purposes and intent of this resolution and in furtherance of the issuance of the Series 2019 Bonds and the execution, delivery and performance of the documents authorized hereby are hereby in all respects ratified and approved.

Section 9. Repealing Clause. Any and all resolutions or parts of resolutions in conflict with this resolution are hereby repealed.

Section 10. Effective Date. This resolution shall take effect immediately upon its adoption.

ADOPTED this 18th day of June, 2019.

PUTNAM COUNTY BOARD OF
COMMISSIONERS

By: _____
Chairman

Attest:

Clerk

(SEAL)

EXHIBIT A

FORM OF SECOND AMENDMENT

EXHIBIT B
FORM OF CONTINUING DISCLOSURE CERTIFICATE

CLERK'S CERTIFICATE

STATE OF GEORGIA
PUTNAM COUNTY

The undersigned Clerk of the Putnam County Board of Commissioners (the "Board"), the body charged with managing the affairs of Putnam County, Georgia (the "County"), DOES HEREBY CERTIFY that the foregoing pages constitute a true and correct copy of the resolution adopted by the Board at a meeting duly called and assemble on June 18, 2019, which meeting was open to the public and at which a quorum was present and acting throughout, and that the original of said resolution has been duly recorded in the Minute Book of the County, which Minute Book is in my custody and control.

WITNESS my hand and the official seal of the County, this 18th day of June, 2019.

Clerk

(SEAL)

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (this “Disclosure Certificate”) is executed and delivered by the Sinclair Water Authority (the “Authority”), Baldwin County, Georgia (“Baldwin”) and Putnam County, Georgia (“Putnam”) in connection with the issuance of the Authority’s Revenue Refunding Bonds, Series 2019 (the “Series 2019 Bonds”). The Authority, Baldwin and Putnam hereby covenant and agree as follows:

SECTION 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Authority, Baldwin and Putnam for the benefit of the Beneficial Owners (as herein defined) of the Series 2019 Bonds and in order to assist the Participating Underwriter (as herein defined) in complying with the Rule (as herein defined).

SECTION 2. Definitions. In addition to the definitions set forth in the Resolution, as herein defined, which apply to any capitalized terms used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the Authority pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“Beneficial Owner” shall mean any person who (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Series 2019 Bonds (including persons holding Series 2019 Bonds through nominees, depositories or other intermediaries) or (b) is treated as the owner of any Series 2019 Bonds for federal income tax purposes.

“Bond Resolution” shall mean the resolution of the Sinclair Water Authority adopted on _____, 2019 pursuant to which the Series 2019 Bonds were issued.

“Dissemination Agent” shall mean any person(s) appointed from time to time by the Authority to assist in carrying out its obligations under this Disclosure Certificate.

“EMMA” shall mean MSRB’s Electronic Municipal Market Access System as described in 1934 Act Release No. 59062 and maintained by the MSRB for the purposes of the Rule as further described herein.

“Financial Obligation” shall mean a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of (a) or (b) of this definition. The term “Financial Obligation” shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

“Fiscal Year” shall mean any period of twelve consecutive months adopted by the Authority or the Member Counties as its respective fiscal year for financial reporting purposes

and shall initially mean (a) with respect to the Authority and Baldwin, the period beginning on January 1 of each calendar year and ending on December 31 of the same calendar year and (b) with respect to Putnam, the period beginning on October 1 of each calendar year and ending on September 30 of the following calendar year.

“Listed Events” shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

“Member Counties” means collectively, Baldwin and Putnam.

“MSRB” shall mean the Municipal Securities Rulemaking Board, or any successor thereto.

“Official Statement” shall mean the Official Statement of the Authority relating to the Series 2019 Bonds.

“Participating Underwriter” shall mean Raymond James & Associates, Inc.

“Rule” shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“State” shall mean the State of Georgia.

SECTION 3. Provision of Annual Reports.

(a) The Authority or the Dissemination Agent (if any) shall file the Annual Reports on EMMA which contains all of the components set forth in Section 4 of this Disclosure Certificate. The components of the Annual Reports shall be provided on the various dates set forth below:

- (i) Section 4(a), (d) and (e) shall be provided no later than the last day of the ninth month following the end of each Fiscal Year of the Authority, commencing with the Fiscal Year ended December 31, 2019;
- (ii) Section 4(b), (d) and (e) and (f)(i) shall be provided no later than the last day of the ninth month following the end of each Fiscal Year of Baldwin, commencing with the Fiscal Year ended December 31, 2019; and
- (iii) Section 4(c), (d) and (e) and (f)(ii) shall be provided no later than the last day of the ninth month following the end of each Fiscal Year of Putnam, commencing with the Fiscal Year ended September 30, 2019.

(b) The Member Counties shall provide their respective components of the Annual Report to the Authority on the dates set for the below:

(i) For Baldwin, Section 4(b), (d) and (e) and (f)(i) shall be provided to the Authority no later than the last day of the eighth month following the end of each Fiscal Year of Baldwin; and

(ii) For Putnam, Section 4(c), (d) and (e) and (f)(ii) shall be provided to the Authority no later than the last day of the eighth month following the end of each Fiscal Year of Putnam.

(c) Not later than 15 business days prior to each reporting date set forth in subsection (a) above, the Authority shall provide the applicable component(s) of the Annual Report to the Dissemination Agent (if any).

(d) Each Annual Report shall be submitted as separate documents and may cross-reference other information as provided in Section 4 of this Disclosure Certificate. In the event that the audited financial statements of the Authority and/or any of the Member Counties are not available, the Authority or the Dissemination Agent (if any) shall instead include unaudited financial statements in the applicable component(s) of the Annual Report and shall indicate in such component(s) of the Annual Report the date on which the audited financial statements will be submitted. The audited financial statements of the Authority and the Member Counties, when available, shall be provided to filed on EMMA.

(e) The Authority or the Dissemination Agent (if any) shall:

(i) determine each calendar year prior to the reporting date the appropriate electronic format prescribed by the MSRB for filing with the MSRB and the proper form of such filing;

(ii) if any component of the Annual Report is not filed (or the audited financial statements which were to be separately submitted) by the date required in subsection (a), file a notice on EMMA in substantially the form attached hereto as Exhibit A; and

(iii) if the Dissemination Agent is other than the Authority, file a report with the Authority after all the components of the Annual Report have been filed certifying that the Annual Report has been provided pursuant to this Disclosure Certificate and the date provided.

SECTION 4. Content of Annual Reports. The components of the Annual Report shall be posted on the dates set forth in Section 3 and contain or incorporate by reference the following:

(a) The financial statements of the Authority for the preceding Fiscal Year, which must be prepared in accordance with generally accepted accounting principles as

in effect from time to time. Each set of such audited financial statements shall be accompanied by an audit report resulting from an audit conducted by an independent certified public accountant or firm of independent public accountants in conformity with generally accepted auditing standards.

(b) The financial statements of Baldwin for the preceding Fiscal Year, which must be prepared in accordance with generally accepted accounting principles as in effect from time to time. Each set of such audited financial statements shall be accompanied by an audit report resulting from an audit conducted by an independent certified public accountant or firm of independent public accountants in conformity with generally accepted auditing standards.

(c) The financial statements of the Putnam for the preceding Fiscal Year, which must be prepared in accordance with generally accepted accounting principles as in effect from time to time. Each set of such audited financial statements shall be accompanied by an audit report resulting from an audit conducted by an independent certified public accountant or firm of independent public accountants in conformity with generally accepted auditing standards.

(d) If generally accepted accounting principles changed from the previous Fiscal Year and if such changes are material to the Authority, Baldwin or Putnam, a narrative description (as required by Section 8 of this Disclosure Certificate) of the impact of the changes.

(e) If the Authority's or any of the Member Counties' Fiscal Year has changed from the previous Fiscal Year, a statement indicating the new Fiscal Year of the Authority and/or any of the Member Counties, as applicable.

(f) Information for the most recently ended Fiscal Year of the applicable Member Counties of the type set forth in the Official Statement under the headings:

(i) "BALDWIN AD VALOREM TAXATION – Ad Valorem Property Tax Digest," "– Tax Levies and Collections," "–Property Tax Millage Rates" and "– Ten Largest Taxpayers"; and

(ii) "PUTNAM AD VALOREM TAXATION – Ad Valorem Property Tax Digest," "– Tax Levies and Collections," "– Property Tax Millage Rates" and "– Ten Largest Taxpayers."

Any or all of the items listed above may be incorporated by reference from other documents, including official statements of debt issues with respect to which the Authority or any of the Member Counties is an "obligated person" (as defined by the Rule), which have been submitted to the MSRB on EMMA or the Securities and Exchange Commission. If the document incorporated by reference is a final official statement, it must be available from the MSRB through EMMA. The Authority shall clearly identify each such other document so

incorporated by reference. All of the documents filed on EMMA shall be accompanied by identifying information prescribed by the MSRB.

Section 5. Reporting of Significant Events.

(a) Within ten (10) business days of the occurrence of one of the following Listed Events, the Authority or the Dissemination Agent (if any) shall file a notice of such occurrence on EMMA:

- (i) Principal and interest payment delinquencies.
- (ii) Non-payment related defaults, if material.
- (iii) Unscheduled draws on debt service reserves reflecting financial difficulties.
- (iv) Unscheduled draws on credit enhancements reflecting financial difficulties.
- (v) Substitution of credit or liquidity providers, or their failure to perform.
- (vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, or a Notice of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Series 2019 Bonds, or other events affecting the tax status of the Series 2019 Bonds.
- (vii) Modification to rights of Beneficial Owners, if material.
- (viii) Series 2019 Bond calls, if material, and tender offers.
- (ix) Defeasances.
- (x) Release, substitution or sale of property securing repayment of the Series 2019 Bonds, if material.
- (xi) Appointment of an additional or a successor trustee, or the change in name of a trustee, if material.

(b) Within 5 (five) business days of the occurrence of one of the following Listed Events of Baldwin or Putnam, Baldwin or Putnam shall file a notice of such occurrence with the Authority. Within ten (10) business days of the occurrence of one of the following Listed Events of the Authority, Baldwin or Putnam, the Authority or the Dissemination Agent (if any) shall file a notice of such occurrence on EMMA:

- (i) Rating changes.

(ii) Bankruptcy, insolvency, receivership, or a similar event of the obligated person, including any of the following: the appointment of a receiver, fiscal agent or similar officer for the obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or government authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

(iii) Consummation of a merger, consolidation, acquisition involving an obligated person, or sale of all or substantially all of the assets of an obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.

(iv) Incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material.

(iv) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties.

(c) The content of any notice of the occurrence of a listed event under subsection (a) shall be determined by the Authority, and the content of any notice of the occurrence of a listed event under subsection (b) shall be determined by the Authority or the Member Counties as appropriate. In any event, the notice of the occurrence of a listed event shall be in substantially the form attached as Exhibit B.

SECTION 6. Termination of Reporting Obligation. The Authority's and Member Counties' obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Series 2019 Bonds. If the Authority's, Baldwin's or Putnam's obligations are assumed in full by some other entity, such person shall be responsible for compliance with this Disclosure Certificate in the same manner as if it were the Authority, Baldwin or Putnam, and the Authority, Baldwin or Putnam shall have no further responsibility hereunder. The Authority will provide notice of such termination on EMMA.

SECTION 7. Dissemination Agent. The Authority may, from time to time, appoint a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and the Authority may, from time to time, discharge the Dissemination Agent, with

or without appointing a successor Dissemination Agent. If at any time there is not a designated dissemination agent, the Authority shall be the Dissemination Agent.

SECTION 8. Amendment. This Disclosure Certificate may not be amended unless independent counsel experienced in securities law matters has rendered an opinion to the Authority to the effect that the amendment does not violate the provisions of the Rule.

In the event that this Disclosure Certificate is amended or any provision of this Disclosure Certificate is waived, the first Annual Report containing any amended, or omitting any waived, operating data or financial information shall explain, in narrative form, the reasons for the amendment or waiver and the impact of the change in the type of operating data or financial information being provided in the Annual Report. If the amendment or waiver relates to the accounting principles to be followed in preparing financial statements, the Annual Report for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The comparison shall include a qualitative discussion of the differences in the accounting principles and impact of the change in the accounting principles on the presentation of the financial information. To the extent reasonably feasible, the comparison must also be qualitative. A notice of the change in the accounting principles shall be filed with the MSRB in an electronic format on EMMA on or before the effective date of any such amendment or waiver.

SECTION 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Authority or the Member Counties from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Authority or the Member Counties chooses to include any information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is specifically required by this Disclosure Certificate, the Authority and the Member Counties shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 10. Default. In the event of a failure of the Authority of the Member Counties to comply with any provision of this Disclosure Certificate, the Participating Underwriter or any Beneficial Owner may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the Authority or the Member Counties to comply with their obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Bond Resolution or the Contract (as defined in the Bond Resolution), and the sole remedy under this Disclosure Certificate in the event of any failure of any party to comply with this Disclosure Certificate shall be an action to compel performance.

SECTION 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Authority and the Member Counties agree to indemnify and save the

Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of their powers and duties hereunder, including the costs and expenses (including attorney fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's gross negligence or willful misconduct. The Dissemination Agent may consult with counsel (who may, but need not, be counsel for any party hereto), and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance with the opinion of such counsel. The obligations of the Authority and the Member Counties under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Series 2019 Bonds.

SECTION 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Authority, the Member Counties, the Participating Underwriter, and Beneficial Owners from time to time of the Series 2019 Bonds, and shall create no rights in any other person or entity.

Section 13. Intermediaries; Expenses. The Dissemination Agent is hereby authorized to employ intermediaries to carry out its obligations hereunder. The Dissemination Agent shall be reimbursed for all such expenses and any other reasonable expense incurred hereunder (including, but not limited to, attorney's fees).

Section 14. Governing Law. This Disclosure Certificate shall be governed by and construed in accordance with the laws of the State of Georgia.

Section 15. Severability. In case any one or more of the provisions of this Disclosure Certificate shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Disclosure Certificate, but this Disclosure Certificate shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

[Remainder of Page Intentionally Left Blank]

Date: _____, 2019

SINCLAIR WATER AUTHORITY

By: _____
Chairperson

BALDWIN COUNTY, GEORGIA

By: _____
Chairman

PUTNAM COUNTY, GEORGIA

By: _____
Chairman

EXHIBIT A

NOTICE TO MSRB OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Sinclair Water Authority

Name of Obligated Person: Sinclair Water Authority/Baldwin County/Putnam County

Name of Bond Issue: Sinclair Water Authority Revenue Refunding Bonds, Series 2019

CUSIP Number¹:

Date of Issuance: _____, 2019

NOTICE IS HEREBY GIVEN that the Obligated Person has not provided an Annual Report due with respect to the above-named bonds as required by its Disclosure Certificate, dated _____, 2019. The Issuer anticipates that the Annual Report will be filed by _____.

This notice is based on the best information available at the time of dissemination. Any questions regarding this notice should be directed to _____.

Dated: _____

SINCLAIR WATER AUTHORITY

By: _____

Name:

Title:

¹No representation is made as to the correctness of the CUSIP number either as printed on the bonds or as contained herein, and reliance may only be placed on other bond identification contained herein.

EXHIBIT B

NOTICE TO MSRB OF [INSERT THE LISTED EVENT]

Relating to

SINCLAIR WATER AUTHORITY
REVENUE REFUNDING BONDS,
SERIES 2019

CUSIP NUMBERS¹

Notice is hereby given that [insert the Listed Event] has occurred with respect to the above-captioned bonds. [Describe circumstances leading up to the event, action being taken and anticipated impact.]

[Notice of the Listed Events described in Section 5(a)(ix) shall include the following:

The Authority has reserved the right to redeem such refunded or defeased bonds prior to their stated maturity date in accordance with the optional redemption provisions of said defeased bonds.

OR

The Authority has covenanted not to exercise any optional redemption provisions under the Bond Resolution; however, the sinking fund provision will survive the defeasance.

AND

The Bonds have been defeased to [maturity/the first call date, which is _____]. This notice does not constitute a notice of redemption and no Bonds should be delivered to the Authority or the Paying Agent as a result of this mailing. A Notice of Redemption instructing you where to submit your Bonds for payment will be mailed _____ to _____ days prior to the redemption date.]

This notice is based on the best information available at the time of dissemination and is not guaranteed as to accuracy or completeness. Any questions regarding this notice should be directed to [insert instructions for presenting securities, if applicable].

¹No representation is made as to the correctness of the CUSIP number either as printed on the bonds or as contained herein, and reliance may only be placed on other bond identification contained herein.

Dated: _____

[SINCLAIR WATER AUTHORITY/BALDWIN
COUNTY/PUTNAM COUNTY/

By: _____

Name:

Title:

SECOND AMENDMENT TO INTERGOVERNMENTAL AGREEMENT

THIS SECOND AMENDMENT TO INTERGOVERNMENTAL AGREEMENT is dated as of [Document Date] (this “Amendment”) and is entered into by and among the Sinclair Water Authority (the “Authority”), Baldwin County, Georgia (“Baldwin”) and Putnam County, Georgia (“Putnam”).

WITNESSETH:

WHEREAS, the parties hereto entered into an Intergovernmental Agreement, dated May 17, 2006, as amended by a First Amendment to Intergovernmental Agreement, dated January 4, 2007 (the “Original Intergovernmental Agreement”); and

WHEREAS, under the terms of the Original Intergovernmental Agreement, Baldwin and Putnam each agreed to pay (a) one-half of the “Base Charge” (as defined in the Original Intergovernmental Agreement), including, but not limited to the principal of and interest on any debt issued to finance or refinance the Plant (as defined in the Original Intergovernmental Agreement) and (b) its share of the “Variable Costs” (as defined in the Original Intergovernmental Agreement) of the Plant; and

WHEREAS, the Authority proposes to issue its Revenue Refunding Bonds, Series 2019 (the “Series 2019 Bonds”) for the purpose of (a) refunding the Authority’s Revenue Bond, Series 2008A Series 2008B and Series 2008C, (b) paying the premium for a debt service reserve surety bond to be issued by [Insurer] [and the premium for a municipal bond insurance policy to be issued by [Insurer Defined]] and (c) paying the costs of issuing the Series 2019 Bonds pursuant to a resolution adopted by the Authority on _____ (the “Bond Resolution”); and

WHEREAS, under the terms of the Bond Resolution, the Authority is entitled to issue additional bonds (together with the Series 2019 Bonds, the “Bonds”) with the consent of Baldwin and Putnam; and

WHEREAS, the parties to this Amendment desire to amend the Original Intergovernmental Agreement to clarify that Baldwin and Putnam shall each be responsible for the payment of one-half of the debt service on the Bonds [and any amounts owing to [Insurer Defined]] and that the obligations of Baldwin and Putnam are several, and not joint and several obligations.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Authority, Baldwin and Putnam hereto agree as follows:

Section 1. Debt Service on the Bonds.

Notwithstanding anything in the Original Intergovernmental Agreement to the contrary, the parties to this Amendment acknowledge and agree that Baldwin and Putnam shall each be responsible for the payment of one-half of the debt service on the Bonds [and any amounts owing to [Insurer Defined]].

Section 2. Several Liability.

The obligations of Baldwin and Putnam to each pay one-half of the debt service on the Bonds are several obligations, and not a joint and several obligations.

Section 3. Miscellaneous.

This Amendment may be executed in any number of counterparts, each of which shall constitute an original.

IN WITNESS WHEREOF, the Authority, Baldwin and Putnam have caused this Amendment to be executed in their respective corporate names by their duly authorized officers and their respective seals to be hereunto affixed, all as of the date first above written.

SINCLAIR WATER AUTHORITY

(Seal)

By: _____
Chairperson

Attest:

Secretary

BALDWIN COUNTY, GEORGIA

(Seal)

By: _____
Chairman

Attest:

Clerk

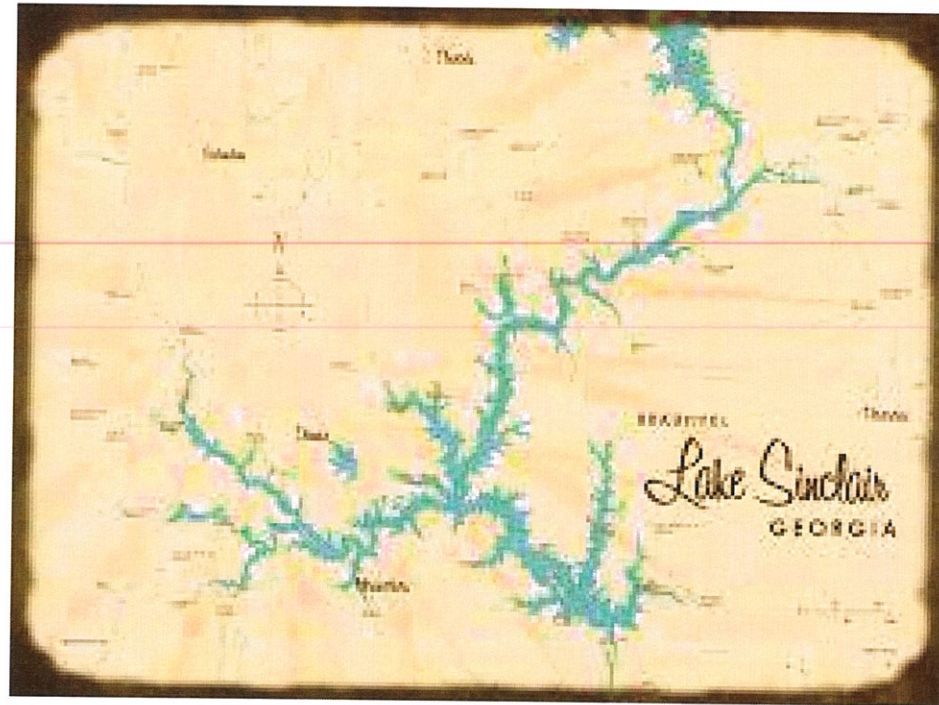
PUTNAM COUNTY, GEORGIA

(Seal)

By: _____
Chairman

Attest:

Clerk



SINCLAIR WATER AUTHORITY BOND REFUNDING DISCUSSION

May 20, 2019

Bill Camp
Managing Director
3050 Peachtree Road, Suite 702
Atlanta, Georgia 30305
404.240.6805
william.camp@raymondjames.com

RAYMOND JAMES

OUTSTANDING DEBT

DATE	2008A	2008B	2008C	TOTAL P+I
04/15/2020	465,480.00	181,763.99	117,743.99	764,987.98
04/15/2021	465,479.99	181,763.99	117,743.99	764,987.97
04/15/2022	465,479.99	181,763.99	117,743.99	764,987.97
04/15/2023	465,479.99	181,764.00	117,744.00	764,987.99
04/15/2024	465,479.99	181,764.00	117,744.00	764,987.99
04/15/2025	465,480.00	181,764.00	117,743.99	764,987.99
04/15/2026	465,479.99	181,764.00	117,744.00	764,987.99
04/15/2027	465,479.99	181,763.99	117,743.99	764,987.97
04/15/2028	465,480.00	181,763.99	117,743.99	764,987.98
04/15/2029	465,479.99	181,764.00	117,744.00	764,987.99
04/15/2030	465,479.99	181,763.99	117,744.00	764,987.98
04/15/2031	465,479.99	181,764.00	117,743.99	764,987.98
04/15/2032	465,480.00	181,764.00	117,743.99	764,987.99
04/15/2033	465,479.99	181,764.00	117,744.00	764,987.99
04/15/2034	465,479.99	181,763.99	117,744.00	764,987.98
04/15/2035	465,479.99	181,763.99	117,744.00	764,987.98
04/15/2036	465,479.99	181,763.99	117,743.99	764,987.97
04/15/2037	465,479.99	181,763.99	117,744.00	764,987.98
04/15/2038	465,480.00	181,764.00	117,743.99	764,987.99
04/15/2039	465,479.99	181,763.99	117,743.99	764,987.97
04/15/2040	465,479.99	181,763.99	117,744.00	764,987.98
04/15/2041	465,480.00	181,763.99	117,743.99	764,987.98
04/15/2042	465,479.99	181,764.00	117,743.99	764,987.98
04/15/2043	465,480.00	181,764.00	117,744.00	764,988.00
04/15/2044	465,479.99	181,764.00	117,744.00	764,987.99
04/15/2045	465,479.99	181,763.99	117,744.00	764,987.98
04/15/2046	465,480.00	181,763.99	117,744.00	764,987.99
04/15/2047	465,480.00	181,764.00	117,743.99	764,987.99
04/15/2048	465,479.99	181,763.99	117,744.00	764,987.98
Total	\$13,498,919.80	\$5,271,155.84	\$3,414,575.86	\$22,184,651.50

Series 2008A - \$ 7.86M @ 4.125%

Series 2008B - \$ 3.07M @ 4.125%

Series 2008C - \$ 1.93M @ 4.375%

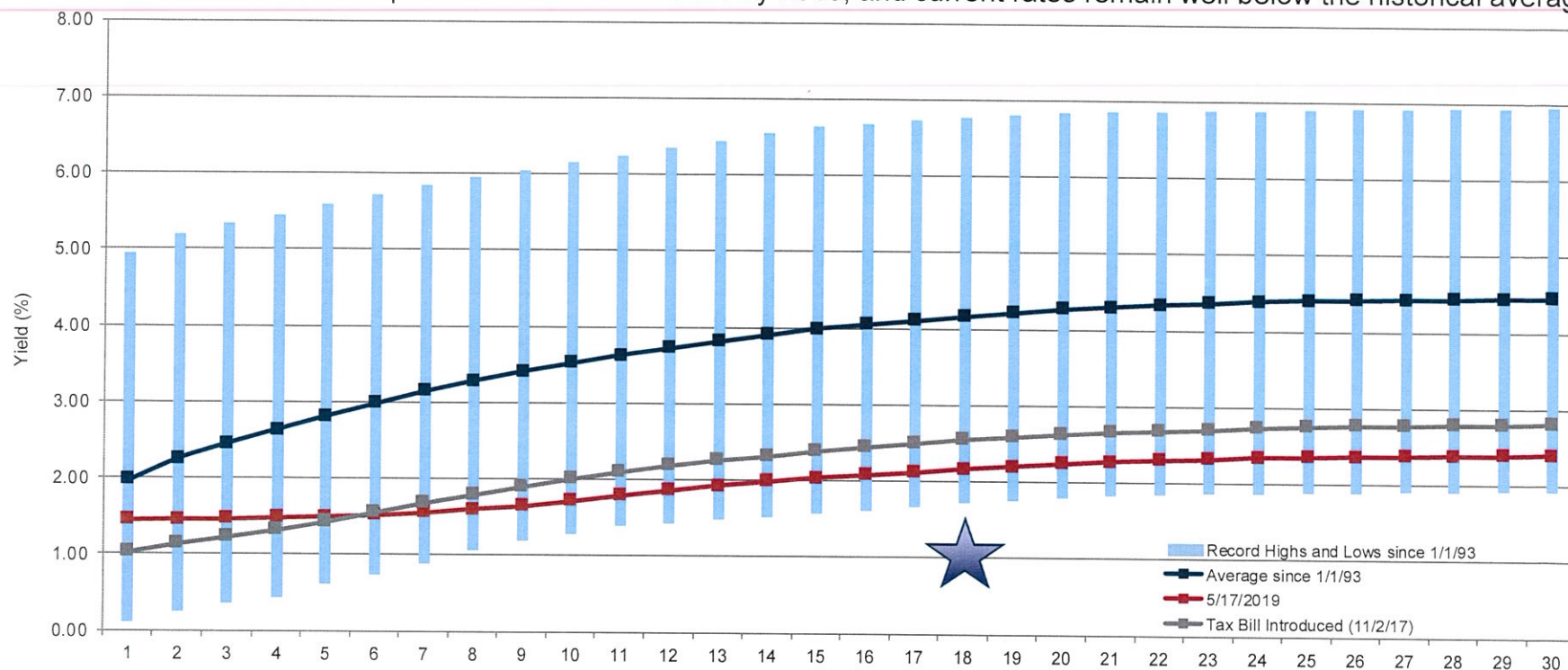
Total - \$ 12.86M

Callable anytime @ 100%.

(Approximate principal amounts.)

HISTORICAL AAA MMD RATES

- The graph below shows the range between the record highs and lows of the AAA Municipal Market Data at each maturity since 1993, along with average rates over this time frame and the current rates.
- AAA MMD rates set multiple record lows in June & July 2016, and current rates remain well below the historical average.



	1	5	10	15	20	25	30
Record Low since 1/1/93	0.11	0.62	1.29	1.57	1.80	1.88	1.93
Record High since 1/1/93	4.95	5.60	6.15	6.65	6.85	6.90	6.95
Average since 1/1/93	1.97	2.81	3.53	3.99	4.27	4.41	4.45
Tax Bill Introduction (11/2/17)	1.03	1.43	2.00	2.38	2.62	2.74	2.80
Current (05/17/19)	1.45	1.49	1.72	2.04	2.24	2.35	2.40

ESTIMATED "LEVEL" SAVINGS

Date	Series 2019 Bonds (Estimated)				vs.	Series 2008 A, B, & C	Annual Savings
	Principal	Coupon	Interest	New D/S			
04/01/2020	80,000.00	3.000%	286,095.83	361,444.94		446,242.86	84,797.92
04/01/2021	200,000.00	3.000%	488,050.00	688,050.00		764,987.86	76,937.86
04/01/2022	205,000.00	4.000%	482,050.00	687,050.00		764,987.82	77,937.82
04/01/2023	215,000.00	4.000%	473,850.00	688,850.00		764,987.83	76,137.83
04/01/2024	220,000.00	5.000%	465,250.00	685,250.00		764,987.84	79,737.84
04/01/2025	230,000.00	5.000%	454,250.00	684,250.00		764,987.76	80,737.76
04/01/2026	245,000.00	5.000%	442,750.00	687,750.00		764,987.78	77,237.78
04/01/2027	255,000.00	5.000%	430,500.00	685,500.00		764,987.78	79,487.78
04/01/2028	270,000.00	5.000%	417,750.00	687,750.00		764,987.83	77,237.83
04/01/2029	280,000.00	5.000%	404,250.00	684,250.00		764,987.83	80,737.83
04/01/2030	295,000.00	5.000%	390,250.00	685,250.00		764,987.86	79,737.86
04/01/2031	310,000.00	5.000%	375,500.00	685,500.00		764,987.81	79,487.81
04/01/2032	325,000.00	5.000%	360,000.00	685,000.00		764,987.86	79,987.86
04/01/2033	345,000.00	5.000%	343,750.00	688,750.00		764,987.83	76,237.83
04/01/2034	360,000.00	5.000%	326,500.00	686,500.00		764,987.75	78,487.75
04/01/2035	380,000.00	5.000%	308,500.00	688,500.00		764,987.81	76,487.81
04/01/2036	395,000.00	5.000%	289,500.00	684,500.00		764,987.79	80,487.79
04/01/2037	415,000.00	5.000%	269,750.00	684,750.00		764,987.80	80,237.80
04/01/2038	440,000.00	5.000%	249,000.00	689,000.00		764,987.86	75,987.86
04/01/2039	460,000.00	5.000%	227,000.00	687,000.00		764,987.84	77,987.84
04/01/2040	480,000.00	4.000%	204,000.00	684,000.00		764,987.74	80,987.74
04/01/2041	500,000.00	4.000%	184,800.00	684,800.00		764,987.84	80,187.84
04/01/2042	520,000.00	4.000%	164,800.00	684,800.00		764,987.81	80,187.81
04/01/2043	545,000.00	4.000%	144,000.00	689,000.00		764,987.85	75,987.85
04/01/2044	565,000.00	4.000%	122,200.00	687,200.00		764,987.84	77,787.84
04/01/2045	585,000.00	4.000%	99,600.00	684,600.00		764,987.87	80,387.87
04/01/2046	610,000.00	4.000%	76,200.00	686,200.00		764,987.83	78,787.83
04/01/2047	635,000.00	4.000%	51,800.00	686,800.00		764,987.83	78,187.83
04/01/2048	660,000.00	4.000%	26,400.00	686,400.00		764,987.78	78,587.78
04/01/2049	-	-	-	-		63,748.98	63,748.98
Total	\$11,025,000.00	-	\$8,558,345.83	\$19,578,694.94		\$21,929,650.77	\$2,350,955.83

Scale as of 5-20-19
Bond Insurance & "A3" underlying

Avg. Coupon 4.36%
Bond Yield 2.91%

Total

PV Analysis Summary (Gross to Gross)

Gross PV Debt Service Savings	1,630,851.50
Transfers from Prior Issue Debt Service Reserve Fund	(713,988.80)
Net Present Value Benefit	\$916,862.70
Net PV Benefit / \$12,793,275 Refunded Principal	7.17%
Net PV Benefit / \$11,025,000 Refunding Principal	8.32%

Savings shown is after the
estimated costs of issuance.

Sinclair Water Authority (GA)

Revenue Refunding Bonds, Series 2019

(BAM & A3 under; 5-20-19)

Estimated Gross Debt Service Comparison (as of 5-20-19)

Date	Series 2019 Bonds (Estimated)				vs.	Series 2008 A, B, & C	Annual Savings
	Principal	Coupon	Interest	New D/S			
04/01/2020	80,000.00	3.000%	286,095.83	361,444.94		446,242.86	84,797.92
04/01/2021	200,000.00	3.000%	488,050.00	688,050.00		764,987.86	76,937.86
04/01/2022	205,000.00	4.000%	482,050.00	687,050.00		764,987.82	77,937.82
04/01/2023	215,000.00	4.000%	473,850.00	688,850.00		764,987.83	76,137.83
04/01/2024	220,000.00	5.000%	465,250.00	685,250.00		764,987.84	79,737.84
04/01/2025	230,000.00	5.000%	454,250.00	684,250.00		764,987.76	80,737.76
04/01/2026	245,000.00	5.000%	442,750.00	687,750.00		764,987.78	77,237.78
04/01/2027	255,000.00	5.000%	430,500.00	685,500.00		764,987.78	79,487.78
04/01/2028	270,000.00	5.000%	417,750.00	687,750.00		764,987.83	77,237.83
04/01/2029	280,000.00	5.000%	404,250.00	684,250.00		764,987.83	80,737.83
04/01/2030	295,000.00	5.000%	390,250.00	685,250.00		764,987.86	79,737.86
04/01/2031	310,000.00	5.000%	375,500.00	685,500.00		764,987.81	79,487.81
04/01/2032	325,000.00	5.000%	360,000.00	685,000.00		764,987.86	79,987.86
04/01/2033	345,000.00	5.000%	343,750.00	688,750.00		764,987.83	76,237.83
04/01/2034	360,000.00	5.000%	326,500.00	686,500.00		764,987.75	78,487.75
04/01/2035	380,000.00	5.000%	308,500.00	688,500.00		764,987.81	76,487.81
04/01/2036	395,000.00	5.000%	289,500.00	684,500.00		764,987.79	80,487.79
04/01/2037	415,000.00	5.000%	269,750.00	684,750.00		764,987.80	80,237.80
04/01/2038	440,000.00	5.000%	249,000.00	689,000.00		764,987.86	75,987.86
04/01/2039	460,000.00	5.000%	227,000.00	687,000.00		764,987.84	77,987.84
04/01/2040	480,000.00	4.000%	204,000.00	684,000.00		764,987.74	80,987.74
04/01/2041	500,000.00	4.000%	184,800.00	684,800.00		764,987.84	80,187.84
04/01/2042	520,000.00	4.000%	164,800.00	684,800.00		764,987.81	80,187.81
04/01/2043	545,000.00	4.000%	144,000.00	689,000.00		764,987.85	75,987.85
04/01/2044	565,000.00	4.000%	122,200.00	687,200.00		764,987.84	77,787.84
04/01/2045	585,000.00	4.000%	99,600.00	684,600.00		764,987.87	80,387.87
04/01/2046	610,000.00	4.000%	76,200.00	686,200.00		764,987.83	78,787.83
04/01/2047	635,000.00	4.000%	51,800.00	686,800.00		764,987.83	78,187.83
04/01/2048	660,000.00	4.000%	26,400.00	686,400.00		764,987.78	78,587.78
04/01/2049	-	-	-	-		63,748.98	63,748.98
Total	\$11,025,000.00	-	\$8,558,345.83	\$19,578,694.94		\$21,929,650.77	\$2,350,955.83

Total

PV Analysis Summary (Gross to Gross)

Gross PV Debt Service Savings	1,630,851.50
Transfers from Prior Issue Debt Service Reserve Fund	(713,988.80)
Net Present Value Benefit	\$916,862.70
Net PV Benefit / \$12,793,275 Refunded Principal	7.17%
Net PV Benefit / \$11,025,000 Refunding Principal	8.32%
Refunding Dated & Delivery Date	9/01/2019

Raymond James & Associates
Public Finance

Item Attachment Documents:

8. Authorization for Chairman to sign letter to the Middle Georgia Regional Commission for Technical Assistance for EPWSA to update pay scale and job descriptions (staff-CM)

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



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

DATE OF MEETING REQUESTED: June 18, 2019

REQUEST BY: CM

AGENDA ITEM: EPWSA request TA letter to MGRC- Updating pay scale
and job descriptions

AGENDA ITEM TYPE:

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

*ACTION REQUESTED: To approve or deny

SUPPORTING DOCUMENTATION PROVIDED: Yes No

BUDGET/FUNDING INFORMATION: N?A

FACTS AND/OR ISSUES: See email request

From: clhester@epwsa.com <clhester@epwsa.com>

Sent: Monday, June 10, 2019 10:51 AM

To: Paul Van Haute <pvanhaute@putnamcountyga.us>; Gary Sanders <gsanders@eatontonga.us>

Subject: Technical Assistance Letter

Good morning,

After speaking with Middle Ga RDC, they have informed me that we need a technical assistance letter from both City and County so they can proceed with updating EPWSA's pay scale and job descriptions. Please let me know when you could get this to me so we can proceed. Thank you in advance.

Sincerely,

Cheryl L. Hester

Administrative Assistant

Eatonton-Putnam Water & Sewer Authority

706/485-5252

June 18, 2019

Ms. Laura Mathis
Executive Director
Middle Georgia Regional Commission
175 Emery Highway, Suite C
Macon, GA 31217

Dear Ms. Mathis:

Putnam County requests technical assistance for the Eatonton-Putnam Water and Sewer Authority in updating their pay scale and job descriptions. Please contact Cheryl L. Hester, EPWSA Administrative Assistant, regarding this application.

Thank you for your assistance in this matter.

Sincerely,

Billy Webster, Chairman
Putnam County Board of Commissioners

Item Attachment Documents:

9. Renewal of the Corporate Health Partners Wellness Program (staff-CM)

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



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

DATE OF MEETING REQUESTED: June 18, 2019

REQUEST BY: CM

AGENDA ITEM: Renewal of CHP Wellness Program

AGENDA ITEM TYPE:

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

*ACTION REQUESTED: To approve or deny

SUPPORTING DOCUMENTATION PROVIDED: Yes No

BUDGET/FUNDING INFORMATION: Budgeted item FY19

FACTS AND/OR ISSUES: To continue with CHP as the Wellness partner.

Exhibit A to the Client Services Agreement

Second Extended Service Term per Section 4 of Client Services Agreement

Client Signature: _____

Date: _____

CHP Signature: _____

Date: _____

Client Name: Putnam County

Service Term: From: July 1, 2019 To: June 30, 2020

Participant/Locations Count:

Location: Putnam County, GA Eligible Employees: 135

Total Eligible Employees: 135

Pricing & Payment Terms:

Primary Services:

Item	Billing Criteria	Eligible Employee Count	Price per Eligible Employee per Month (PEPM)	Price per Eligible Employee per Year (PEPY)	Annual Fee	20% due at Agreement Signing (no later than 6-15-19)	Monthly Recurring Payments (11 equal installments) beginning 8-1-19)
Prima Program	PEPY Eligible Employees	135	\$33.00	\$396.00	\$53,460.00	\$10,692.00	\$3,888.00
Management Fee	NA	NA	NA	NA	\$2,500.00	\$500.00	\$181.82
Healthy Break - Snack & Incentive Budget	NA	NA	NA	NA	\$1,200.00	\$240.00	\$87.27
					\$57,160.00	\$11,432.00	\$4,157.09

Optional Services:

Item	Fees	Initialed By Client if option is selected
Screening & Results Coaching for Spouses	One-Time Fee of \$99.00 per participating spouse	
Live Better Feel Better Weight Loss Program (12 sessions)	\$1,250.00 (Maximum class size of 15)*	
Tobacco Cessation Program (8 sessions)	\$1,000.00 (Maximum class size of 15)*	

* These prices will be applied for all groups not included in list of services below. If Client and CHP mutually agree to allow additional participants per group, there will be a materials charge of \$40.00 for each additional participant

To the extent the client chooses to engage new employees during the year, they will be charged the following pro-rated percentage of the PEPY:

1st Quarter of the Program	100%
2nd Quarter of the Program	75%
3rd Quarter of the Program	50%
4th Quarter of the Program	Not eligible

Services Included:

- ✓ **Participant Web Portal** – Used for collection and storage of individual participant data, completion of the Wellness Assessment/HRA, scheduling of health screening, appointment reminders, reporting of aggregate information, etc.
- ✓ **Review & Planning Session** – CHP Team meets with Client to familiarize themselves with company culture, determine best locations, dates, and times for screenings and results coaching, discuss communication of the program to employees (kick-off meetings), schedule additional meetings with department heads if necessary, discuss time-line and other aspects of the program (healthy breaks, wellness committee, etc.)
- ✓ **Online Wellness Assessment/Health Risk Assessment** - A census of client employees is imported into our web portal and assigned a unique Member ID to complete and access their Wellness Assessment/HRA
- ✓ **Biometric Screening** – CHP Screening Team collects body measurements (height, weight, waist circumference, % body fat, and blood pressure) and blood draw (Total Cholesterol, HDL, LDL, Triglycerides, and fasting glucose or A1C). CHP staff will confirm that all paperwork and the Wellness Assessment/HRA have been completed and schedule their follow up appointment with the CHP Health Coach to review their results. There is generally no more than one onsite health screening event per 50 employees.
- ✓ **Individual Risk Assessment Report** – A comprehensive report of the participant's overall health will be available for review on the web portal within five business days of the screening.
- ✓ **Monthly Progress Report** – provided by the CHP Program Manager, this report provides the client with updates on key initiatives, past accomplishments, calendar of events, coaching metrics, participant success stories, etc.
- ✓ **Aggregate Management Report** – After completion of the screening process, a comprehensive Health Management Aggregate Report and an Executive Summary will be presented to the client. This report will contain valuable information including the number of employees who are in a chronic disease state or at risk for future chronic disease.
- ✓ **Incentive Management** – The CHP Program Manager along with the internal CHP support team will track and report on participant compliance and provide Client with timely and accurate information for related payroll adjustments or account contributions.
- ✓ **Cohort Report** – Beginning with the second program year (following the second screening) and every year thereafter, CHP will prepare and present a comprehensive Cohort Report that will provide a comparison of risk levels and risk factors for those employees that participated in each of the screenings for each of the program years.
- ✓ **30 minute one-on-one Results Coaching Session with CHP Health Coach** – Participants will be scheduled post-screening for a session with a CHP Health Coach to review in detail and answer any questions they may have regarding their health risk report. Participants will also work out health goals with action plans and discuss how to overcome obstacles.
- ✓ **Ongoing 15 minute one-on-one Follow-Up Coaching Sessions with CHP Health Coach** – In Follow Up Coaching Sessions, the CHP Health Coach reviews progress, addresses barriers, and revises the individual's plan and goals. The frequency of coaching sessions is based on the risk level of each participant. While we can modify frequency to the needs of the Client, we recommend the following:

High Risk:	Monthly
Moderate Risk:	Bi-Monthly
Low Risk:	Annually
- ✓ **Culture Building** – The CHP Program Manager will provide consultation, activities, and a road map for building a supportive culture in the workplace for the wellness program. This will include aspects such as creating a wellness team, conducting challenges (gamification) and education sessions (Healthy Breaks and/or Lunch & Learns), establishing a communication plan, consultation on incentive plans and recognition, and other culture-building activities.
- ✓ **Incentives Pass-Through** – Included in the price above is \$1,200.00 in incentive money to be used at Client's discretion on awards, healthy break snacks, etc. For convenience sake, CHP will procure the various awards and snacks, but all tax related reporting and liabilities are the responsibility of the Client.
- ✓ **Weekly Meal Plan** – A simple, nutritious weekly dinner meal plan suitable for the whole family and developed by a registered dietitian to make healthy eating easy. Includes links to 5 healthy recipes with suggested side items and a grocery list.
- ✓ **Health Newsletter** – Monthly Electronic Newsletter with hand-picked articles and features designed to help individuals live a healthy and active life.

10. Cancellation of Lease Agreement between Putnam County and Georgia Writers Museum (staff-CM)

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

From: Lou Benjamin
Sent: Sunday, May 26, 2019 1:14 PM
To: billy_webster@windstream.net; Paul Van Haute <pvanhaute@putnamcountyga.us>
Cc: George Heiring
Subject: Old Hotel

Billy and Paul:

As you are probably aware by now, Georgia Writers Museum has entered into a sales contract to purchase the space they currently occupy and 2 adjacent ones. The opportunity to do this came about as a result of very favorable pricing, along with more than generous support from the PDA and Peoples Bank.

I wanted to formally let you know we are cancelling the lease agreement on the Old Hotel with the county. I can tell you we all wanted that space to work. It is an amazing building that would have been an incredible setting for a museum. But the amount of money we needed to raise to renovate it, the fact that it was not ours, and the feeling among several prominent citizens that it should be something other than a museum, all combined to make the task too formidable.

This option allows us to have a permanent home we can renovate, have a positive cash flow, and hopefully gain some financial support from those who held back based on the aforementioned feelings.

I'd like to ask for 2 things:

- 1) Can you have the "Future Home..." banner taken down
- 2) We have a fair amount of "stuff" we've been storing at the hotel. Can we leave it there for now? I know we need to make other arrangements and will as soon as you absolutely need us to.

Finally, I want to personally thank you for:

- 1) Billy, your personal and official support.
- 2) Paul, your continued support, professionalism, and responsiveness.
- 3) The County for both the offer to use the Hotel, the willingness to include the building in Splost 9, and more than anything the incredible hoops the PDA jumped through to ensure this deal happened.

Best regards,
Lou Benjamin

STATE OF GEORGIA)
)
COUNTY OF PUTNAM)

LEASE AGREEMENT

This Lease, made this 11th day of May, 2015, by and between Putnam County, Georgia, first party (hereinafter called "Landlord"), and Georgia Writers Museum, second party (hereinafter called "Tenant")

WITNESSETH:

1. PREMISES:

Landlord, for and in consideration of the rents, covenants, agreements and stipulations hereinafter mentioned, provided for and contained, to be paid, kept and performed by Tenant, has leased and rented, and by these present leases and rents, unto the said Tenant, and said Tenant hereby leases and takes upon the terms and conditions which hereinafter appear, the property known located at 108 South Madison Avenue, Eatonton, GA 31024 (Tax Map Parcel #: E006134).

2. TERM:

Tenant shall have and hold the Premises for a term of ten (10) years beginning on the 11th day of May, 2015, and ending on the 10th day of May, 2025, at midnight, unless sooner terminated as hereinafter provided. In the event Tenant remains in possession after lease termination date, Tenant shall be considered a tenant at sufferance under applicable law *and not* a tenant at will.

If Landlord and Tenant wish to extend the lease term, then, no later than 90 days prior to expiration of the previous term, the parties must execute a written agreement showing their intent to renew the lease and any additional terms contained therein.

3. RENTAL:

Tenant agrees to pay to Landlord, by payments to Landlord, an annual rental in the amount of \$1200.00, which shall be paid, without offset or deduction, promptly on the first day of each month in advance during the term of this Lease, in equal monthly installments of \$100.00. Lease payments under this agreement will begin once a Certificate of Occupancy is obtained for the Premises. The first payment will be due on the 5th day of the month immediately following the date the Certificate of Occupancy is obtained.

If payment is not received by the 5th day of each month, a late charge shall be owed in the amount of ten percent (10%) of the past due rental payment. The parties agree that such late charge is not intended as a penalty but instead is intended to compensate Landlord for additional administrative expenses and other damages incurred by Landlord on account of such late payment. The parties further agree that the actual damages to be suffered by Landlord in the event of such late payment shall be difficult, if not impossible, to ascertain and that such late charges are a reasonable estimate of such charges and damages.

The parties further agree that all past due rent payments, including additional rent and any other sums due Landlord under this lease, shall accrue interest at the rate of twelve percent (12%) per annum from the date any such amounts became due.

4. "AS IS" CONDITION;

Except as otherwise provide in this agreement or any addendums thereto, Tenant accepts the premises in "as is" condition. Premises will be turned over in clean condition.

5. CERTIFICATE OF OCCUPANY:

Tenant is required to obtain a Certificate of Occupancy covering the Premises within 3 years of the execution of this lease. In the event a Certificate of Occupancy is not obtained in the 3 year period, this agreement will terminate and Landlord may pursue any of the remedies outlined in Section 17 REMEDIES UPON DEFAULT.

6. USE OF PREMISES:

Premises shall be used for operation of a museum open to the public. Premises shall not be used for any illegal purposes, nor in any manner to create any nuisance or trespass, nor in any manner to vitiate the insurance or increase the rate of insurance on premises. The Museum will have the following hours of operation: _____ . Tenant agrees the Premises will be operated in conformance with all applicable local, state and federal laws.

7. ABANDONMENT OF THE PREMISES:

Tenant agrees not to abandon or vacate the Premises during the period of this Lease and agrees to use the Premises for the purposes herein leased until the expiration hereof.

8. REPAIRS BY TENANT:

Tenant accepts the Premises in their present condition and such suited for the uses intended by Tenant. Tenant, shall throughout the initial term of this Lease and any extension or renewal thereof, at its expense, maintain the premises in good order and repair, and other

improvements located thereon. Tenant agrees to return the Premises to Landlord at the expiration or prior to termination, of this Lease in as good condition and repair as when first received, natural wear and tear, damage by storm, fire, lightning, earthquake or other casualty alone excepted.

9. MAINTENANCE OF PREMISES:

During the lease term, Tenant is required to maintain the Premises, including the building and landscaping surrounding the building.

10. ALTERATIONS & IMPROVEMENTS:

Tenant is not authorized to make or construct any alterations or improvements to the Premises without prior written consent of the Board of Commissioners of Putnam County. Any alterations and improvements shall become part of the Premises and remain on the Premises at the expiration or earlier termination of this Lease.

11. DESTRUCTION OF OR DAMAGE TO PREMISES:

If the leased property is materially damaged or rendered materially untenable by fire or other casualty so that the repairs would take in excess of 120 days for completion, Tenant shall have the option to terminate the lease immediately. Rent shall not abate during any repair period. The Landlord shall not be required to make any repairs following a substantial casualty.

12. INDEMNITY AND INSURANCE:

Tenant agrees to, and hereby does, indemnify and save Landlord harmless against all claims for damages to persons or property by reason of Tenant's use or occupancy of Premises, and all expenses incurred by Landlord because thereof, including reasonable attorney's fees and court costs. Supplementing the foregoing and in addition thereto, Tenant shall during all terms of this Lease, and any extension or renewal thereof, and at Tenant's expense maintain in full force and effect comprehensive general liability insurance with limits of \$1,000,000 per person and \$2,000,000 per accident, and property damage limits of \$500,000; such insurance policy shall name Landlord as an additional insured. Prior to the commencement of the term of this Lease and on each annual anniversary of the lease term or upon Landlord's request, Tenant shall furnish Landlord with a certificate of such insurance which shall show Landlord as an additional insured. Such certificate shall provide that Landlord will be given ten (10) days written notice prior to cancellation or expiration of the insurance evidence thereby. **Tenant shall carry personal property insurance for all of Tenant's personal property at its replacement value. Such policy shall waive subrogation against Landlord**

13. CONDEMNATION:

If the whole of the Premises, or such portion thereof as will make the Premises unusable for the purposes herein leased, be condemned by any legally constituted authority for any public use or purpose, then in either of said events the term hereby granted shall cease from the date when possession thereof is taken by public authorities, and rental shall be accounted for as between Landlord and Tenant as of said date. Such termination, however, shall be without prejudice to the rights of either Landlord or Tenant to recover compensation and damage caused by condemnation from the condemnor. It is further understood and agreed that neither the Tenant nor Landlord shall have any rights in any award made to the other by any condemnation authority notwithstanding the termination of the Lease as herein provided.

14. ASSIGNMENT AND SUBLETTING:

Tenant may not sublease the premises or assign its rights in this lease.

15. REMOVAL OF FIXTURES:

Tenant may (if not in default hereunder), prior to the expiration of this Lease, or any extension or renewal thereof, remove all fixtures and equipment which have been placed by Tenant in the Premises during the term of the lease, provided Tenant repairs all damage to the Premises caused by such removal.

16. EVENTS OF DEFAULT:

The happening of any one or more of the following events (hereinafter any one of which may be referred to as an "Event of Default") during the term of this Lease, or any renewal or extension thereof, shall constitute a breach of this Lease on the part of the Tenant" (1) Tenant fails to pay the rental or other charges as provided for herein; (2) Tenant abandons or vacates the Premises; (3) Tenant fails to comply with or abide by and perform any other obligation imposed upon Tenant under this Lease; (4) Tenant is adjudicated bankrupt; (5) a permanent receiver is appointed for Tenant's property and such receiver is not removed within sixty (60) days after written notice from Landlord to Tenant to obtain such removal; (6) Tenant, either voluntarily or involuntarily, takes advantage of any debtor relief proceedings under any present or future law, whereby the rent or any part thereof is, or is proposed to be, reduced or payment thereof deferred; (7) Tenant makes an assignment for benefit or creditors; (8) Tenant's effects are levied upon or attached under process against Tenant, which is not satisfied or dissolved within thirty (30) days after written notice from Landlord or Tenant to obtain satisfaction thereof; (9) Tenant no longer maintains 501(c)(3) corporate status.

17. REMEDIES UPON DEFAULT:

Upon the occurrence of any Event of Default, Landlord may pursue any one or more of

the following remedies, separately or concurrently, without a notice (except as specifically provided hereafter) and without prejudice to any other remedy herein provided or proved by law;

(A) Termination. Landlord may, at its election, declare this lease to be terminated, ended and null and void, and re-enter upon and take possession of the premises whereupon all right, title and interest of tenant in the premises shall end. In the event Landlord elects to terminate this lease as aforesaid, Tenant shall remain liable to Landlord for all damages incurred by reason of Tenant's breach, including the cost of recovering the premises and reasonable attorney's fees, and including the worth at the time of termination of the difference between the rent under the lease and that for which the premises were relet, if any, for the remainder of the lease term. The pursuit of any legal remedies available to Landlord upon default will not constitute a forfeiture or waiver of any rent due Landlord under this lease.

(B) Suit for Rent. Landlord shall be entitled, at its election, to sue for and receive each increment of rent and other charges and assessments due hereunder as and when the same shall become due.

(C) Reletting. Landlord may, at its election, terminate tenant's right to possession under the lease and re-enter and retake possession of the premises and relet or attempt to relet the premises on behalf of Tenant at such rent and under such terms and conditions as Landlord may deem best under the circumstances. Landlord shall not be deemed to have thereby accepted a surrender of the premises, and Tenant shall remain liable for all rent and other sums due under this lease and for all damages suffered by Landlord because of Tenant's breach of any of the covenants of the lease.

(D) Abandonment. Upon Tenant's abandonment of the premises, Landlord may, at its election: (1) accelerate the rent according to paragraph 16(E) hereunder and sue Tenant at once for such accelerated amount, or (2) refuse to accept the abandonment and treat the lease as remaining in full force and effect in which event Landlord may (i) permit the premises to remain vacant while collecting the agreed upon rent from Tenant or (ii) relet the premises to a third party by holding the Tenant liable for any deficiency.

(E) Acceleration of Rent. Landlord, at Landlord's sole election, may demand and declare due, and Tenant hereby promises to pay, as a reasonable calculation of damages for Tenant's default to Landlord and not as a penalty, a sum, without offset, credit or deduction, equal to the present value of all rent and other charges and assessments due and to become due for 1 year from the date of default. The parties agree that Landlord's damages in case of Tenant's breach is difficult to accurately estimate, that Landlord's remedy hereunder is intended to provide for Landlord's damages upon breach and not a penalty, and that the foregoing is a reasonable pre-estimate of Landlord's damages.

(F) Disposition. Landlord, regardless of the availability of any other remedy to

Landlord and irrespective of whether Landlord shall have terminated this lease, may enter upon and repossess the demised premises or any part thereof by force, summary proceedings, ejectment or otherwise, and may dispossess Tenant and remove tenant and all other persons and any and all property therefrom. Landlord shall not be liable to Tenant or to any person or entity claiming by, through or under Tenant for or by reason of any such entry, repossession or removal, and Tenant hereby waives its rights to any legal proceedings in connection with such reentry.

18. EXTERIOR SIGNS:

Signage to conform to all governmental codes.

19. EFFECT OF TERMINATION OF LEASE:

No termination of this Lease prior to the normal ending thereof, by lapse of time or otherwise, shall affect Landlord's right to collect rent for the period prior to termination thereof.

20. MORTGAGEE'S RIGHTS:

Tenant's rights shall be subject to any bona fide mortgage or deed to secure debt which is now, or may hereafter be, placed upon the Premises by Landlord. Tenant shall, if requested by Landlord, execute a separate agreement reflecting such subordination.

21. NO ESTATE IN LAND:

This Lease shall create the relationship of Landlord and Tenant between the parties hereto; no estate shall pass out of Landlord. Tenant has only a usufruct, not subject to levy and sale, and not assignable by Tenant except by Landlord's consent.

22. HOLDING OVER:

If Tenant remains in possession of the Premises after expiration of the term hereof without Landlord's written consent, then Tenant shall be a tenant at sufferance and, commencing on the date following the date of such expiration, the monthly installment payable under Paragraph 3 hereof shall for each month or fraction thereof during which Tenant so remains in possession, be twice the monthly rental otherwise payable under Paragraph 3 hereof.

23. ATTORNEY'S FEES:

In the event that any action or proceeding is brought to enforce any term, covenant or condition of this lease on the part of Landlord or Tenant, the prevailing party in such litigation shall be entitled to recover attorney's fees in the amount of fifteen percent (15%) of any damages due from the non-prevailing party.

24. RIGHTS CUMULATIVE:

All rights, powers and privileges conferred hereunder upon parties hereto shall be cumulative and not restrictive of those given by law.

25. SERVICE OF NOTICE:

Tenant hereby appoints as his agent to receive service of all dispossessory or distraint proceeds and notices hereunder, and all notices required under this Lease, the person in charge of the Premises at the time, or occupying the Premises; and if no person is in charge of, or occupying the Premises, then such service or notice may be made by attaching the same on the main entrance to the Premises. A copy of all notices under this Lease shall also be sent to Tenant's last known address, if different from the Premises and shall be effective if sent regular mail or by hand delivery. All notices to Landlord shall be addressed to: Putnam County Board of Commissioners and either be hand delivered or sent by certified mail.

26. WAIVER OF RIGHTS:

No failure of Landlord to exercise any power given Landlord hereunder, or to insist upon strict compliance by Tenant of his obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof.

27. TOXIC MATERIALS:

The Tenant shall not use, store or dispose of, or permit the use, storage or disposal of, upon the demised premises, any hazardous, toxic or flammable materials, contaminants, oil, radio active or other material, the removal of which is required or the maintenance of which is prohibited, regulated or penalized by any local, state or federal agency, authority or governmental unit except in compliance with such laws and regulations and with the written consent of the Landlord. If any such materials are brought onto the demised premises, the Tenant, at Tenant's sole expense shall cause the immediate removal thereof. The Tenant further holds the Landlord harmless and shall indemnify Landlord for all damages sustained by Landlord resulting from the Tenant's use of the property and any hazardous or toxic materials introduced onto the demised premises by the Tenant.

28. DEFINITIONS:

"Landlord" as used in this Lease shall include first party, his heirs, representatives, assigns and successors in title to the Premises. "Tenant" shall include second party, his heirs and representatives, and if this Lease shall be validly assigned or sublet, shall include also Tenant's

assignees or subleases, as to the Premises covered by such assignment or sublease. "Landlord" and "Tenant" include male and female, singular and plural, corporation, partnership or individual as may fit the particular parties.

29. APPLICABLE LAW:

This agreement shall be governed, construed and enforced in accordance with the laws of the State of Georgia. Any action, suit or proceeding relating to, arising out of, or in connection with this agreement may be brought by any party hereto against any other party hereto in the superior court in Putnam County, Georgia. All parties hereby waive any objection to jurisdiction or venue in any such proceeding before said courts.

30. SEVERABILITY

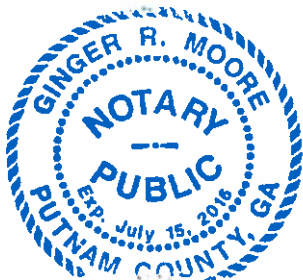
If any provision or portion of a provision of this Lease is deemed unenforceable, the remainder of the Lease shall remain in full force and effect.

31. LIMITATION OF LIABILITY AGAINST LANDLORD:

THE PARTIES AGREE THAT ALL CLAIMS, DEMANDS, OR CAUSES OF ACTION WHICH TENANT MAY AT ANY TIME HAVE AGAINST LANDLORD BECAUSE OF LANDLORD'S FAILURE TO COMPLY WITH ANY PROVISION HEREOF, SHALL BE ENFORCEABLE SOLELY AGAINST LANDLORD'S INTEREST IN THE PREMISES AND NO OTHER PROPERTY OF LANDLORD SHALL BE SUBJECT TO ANY SUCH CLAIM, DEMAND OR CAUSE OF ACTION.

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals, the day and year first above written.

SWORN TO AND SUBSCRIBED)
BEFORE ME this 16th day)
of June, 2015. 2015)
Ginger R. Moore)
Notary Public)
Putnam County, Georgia)
My Commission expires: 7/15/16)



PUTNAM COUNTY, GEORGIA

By: Stephen H. Hery
As its: Chair
Attest: Lynn Barber
As its: Clerk

“LANDLORD”

SWORN TO AND SUBSCRIBED)
BEFORE ME this 10th day)
of June, 2015. 2015)
[Signature])
Notary Public)
Greene County, Georgia)
My Commission expires: 8/31/16)



By: Michael P. Martin
As its: Treasurer
Attest: [Signature]
As its: CHAIRMAN

“TENANT”

Addendum A

(1) Dedication of SPLOST Funds

Landlord and Tenant agree available SPLOST funds associated with the premises will be limited to (1) completion of structural stabilization for the building (i.e. beams) and (2) replacement of windows in the building.

(2) Roof Repair

Landlord agrees to make repairs to the structure's roof to remedy leaks and any other defects prior to Tenant taking possession of property.

(3) Tenant Reimbursement In Event Lease Not Renewed:

In the event the lease is not renewed by Landlord, Tenant shall be entitled to reimbursement for improvements it has made to the property. The amount of compensation due Tenant will be equal to the increase in fair market value to the property that is attributable to improvements made by Tenant. The fair market value calculation will be based on an independent appraisal performed by a licensed real estate appraiser who is selected by both parties.

STATE OF GEORGIA)
)
COUNTY OF PUTNAM)

ADDENDUM TO LEASE AGREEMENT

This Addendum to Lease Agreement (hereinafter "Addendum") is made this 4th day of August, 2017, by and between Putnam County, Georgia, first party (hereinafter called "Landlord"), and Georgia Writers Museum, second party (hereinafter called "Tenant").

Said Addendum amends Section 5 of the Lease Agreement signed by the Parties on May 11, 2015, as follows:

5. CERTIFICATE OF OCCUPANY:

Tenant is required to obtain a Certificate of Occupancy covering the Premises within 5 years of the original execution date of this lease (May 11, 2015). In the event a Certificate of Occupancy is not obtained in the 5 year period, this agreement will terminate and Landlord may pursue any of the remedies outlined in Section 17 REMEDIES UPON DEFAULT.

The Parties agree all other provisions in the original Lease Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals, the day and year first above written.

SWORN TO AND SUBSCRIBED)
BEFORE ME this 4th day)
of August 2017)
Stephanie MCMullen)
Notary Public)
Putnam County, Georgia)
My Commission expires: 8-15-20)

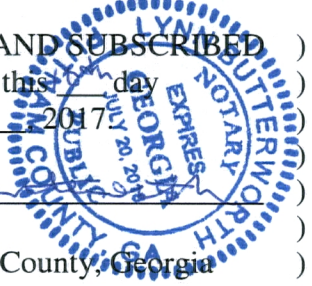


PUTNAM COUNTY, GEORGIA "LANDLORD"

By: Stephen J. Harsey
As its: Chair

Attest: Lynn Buttsworth
As its: Clerk

SWORN TO AND SUBSCRIBED)
BEFORE ME this 4 day)
of August 2017)
Lynn Buttsworth)
Notary Public)
Putnam County, Georgia)
My Commission expires: 7-20-2018)



"TENANT"

By: [Signature]
As its: VICE PRESIDENT

Attest: [Signature]
As its: BOARD MEMBER