

# PUTNAM COUNTY BOARD OF COMMISSIONERS



117 Putnam Drive, Suite A ♦ Eatonton, GA 31024

## Agenda

**Tuesday, January 20, 2026 ♦ 6:00 PM**

Putnam County Administration Building – Room 203

### **Opening**

1. Welcome - Call to Order
2. Approval of Agenda
3. Invocation - Pastor Fred Lowe, Zion Covenant Fellowship Church
4. Pledge of Allegiance (staff)

### **Regular Business Meeting**

5. Public Comments
6. Consent Agenda
  - a. Approval of Minutes - December 16, 2025 Regular Meeting (staff-CC)
  - b. Approval of 2026 Alcohol Licenses (staff-CC)
7. Chairman's Appointment of the Vice Chairman of the Board of Commissioners (BS)
8. Appointment to the Eatonton-Putnam Water and Sewer Authority (staff-CC)
9. Authorization for Chairman to sign Memorandum of Understanding Between Board of Regents of the University System of Georgia by and on behalf of The University of Georgia Cooperative Extension and Putnam County (staff-CM)
10. Authorization for Chairman to sign a Resolution by the Governing Authority of Putnam County Setting Qualifying Fees for the 2026 Election and Authorizing Publication of the Same (staff-CC)
11. Authorization for Chairman to sign an updated Resolution for the Purpose of Naming an Open Records Officer and an Alternate Open Records Officer (staff-CC)
12. Authorization for staff to schedule a Public Hearing on proposed changes to the Putnam County Code of Ordinances - Chapter 46 (Roads, Bridges and Other Public Property) (TM/PCSO)
13. Authorization for staff to schedule a Public Hearing on proposed changes to the Putnam County Code of Ordinances - Chapter 2 (Administration) (Postponed from the December 5, 2025 BOC meeting) (staff-CA)
14. Request to amend the approved minutes of the December 5, 2025 BOC Regular Meeting (RG)
15. Discussion and possible action to rescind the motion of December 16, 2025 regarding adopting a C-PACER program (SH)

### **Reports/Announcements**

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

### **Executive Session**

19. Enter Executive Session as allowed by O.C.G.A. 50-14-4 for Personnel, Litigation, or Real Estate
20. Reopen meeting following Executive Session
21. Execute Affidavit concerning the subject matter of the closed portion of the meeting
22. Action, if any, resulting from the Executive Session

### **Closing**

23. Adjournment

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

**File Attachments for Item:**

## 6. Consent Agenda

- a. Approval of Minutes - December 16, 2025 Regular Meeting (staff-CC)
- b. Approval of 2026 Alcohol Licenses (staff-CC)

# PUTNAM COUNTY BOARD OF COMMISSIONERS



117 Putnam Drive, Suite A ♦ Eatonton, GA 31024

## Minutes

**Tuesday, December 16, 2025 ♦ 6:00 PM**

Putnam County Administration Building – Room 203

The Putnam County Board of Commissioners met on Tuesday, December 16, 2025 at approximately 6:00 PM in the Putnam County Administration Building, 117 Putnam Drive, Room 203, Eatonton, Georgia.

### *PRESENT*

Chairman Bill Sharp  
 Commissioner Tom McElhenney  
 Commissioner Richard Garrett (via telephone)  
 Commissioner Jeff Wooten

### *ABSENT*

Commissioner Steve Hersey

### *STAFF PRESENT*

County Attorney Adam Nelson  
 County Manager Paul Van Haute  
 County Clerk Lynn Butterworth  
 Deputy County Clerk Mercy Fluker

### **Opening**

#### 1. Welcome - Call to Order

Chairman Sharp called the meeting to order at approximately 6:00 p.m.  
 (Copy of agenda made a part of the minutes on minute book page \_\_\_\_\_.)

#### 2. Approval of Agenda

Commissioner McElhenney requested to combine items 7, 8, and 9 on the Zoning Public Hearing.

### **Motion to approve the agenda.**

**Motion made by Commissioner McElhenney, Seconded by Commissioner Wooten.**

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

#### 3. Invocation - Pastor Joe Ezzard, Smithboro Baptist Church

Pastor Joe Ezzard from Smithboro Baptist Church gave the invocation.

Draft Minutes	Page <b>1</b> of <b>6</b>	
December 16, 2025		

4. Pledge of Allegiance (BS)

Chairman Sharp led the Pledge of Allegiance.

5. Special Presentation - Proclamation-PCMS War Eagles Football Champions

The commissioners presented a proclamation recognizing the Putnam County Middle School War Eagles Football Team.

(Copy of proclamation made a part of the minutes on minute book page \_\_\_\_\_.)

**Zoning Public Hearing**

Chairman Sharp opened the Zoning Public Hearing at approximately 6:08 p.m.

6. Request by Steven & Deborah DeRoche for a conditional use at 297 Anchor Point Drive. Presently zoned R-2. [Map 053, Parcel 033, District 4] (staff-P&D)

Ms. Deb DeRoche spoke in support of this request.

No one signed in to speak against.

Planning and Development staff recommendation was for approval of a conditional use for a multi-use barn with storage at 297 Anchor Point Drive. Presently zoned R-2. [Map 053, Parcel 033, District 4] with the following conditions:

1. Map 053 Parcel 033 shall not be subdivided.

2. Accessory structures allowed on the parcel shall be limited to one 40' x 60' multi-use barn with storage and shall be sited in accordance with applicable development regulations.

**Motion to approve a conditional use for a multi-use barn with storage at 297 Anchor Point Drive. Presently zoned R-2. [Map 053, Parcel 033, District 4] with the following conditions:**

**1. Map 053 Parcel 033 shall not be subdivided.**

**2. Accessory structures allowed on the parcel shall be limited to one 40' x 60' multi-use barn with storage and shall be sited in accordance with applicable development regulations.**

**Motion made by Commissioner Wooten, Seconded by Commissioner McElhenney.**

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

Items 7-9 were heard as one.

7. Request by Ross Mundy, agent for Bradley Ashurst to rezone 30 acres on Harmony Road from AG to R-PUD. [Map 097, Parcel 033 001, District 1] (staff-P&D)

8. Request by Ross Mundy, agent for Juaquin Cordona and Ewren Marshall to rezone 1.01 acres at 826 Harmony Road from AG to R-PUD. [Map 097, Parcel 035, District 1] (staff-P&D)

9. Request by Ross Mundy, agent for Tempy and Davis Sharp to rezone 26.32 acres at 820 Harmony Road from AG to R-PUD. [Map 097, Part of Parcel 033, District 1] (staff-P&D)

Mr. Ross Mundy, agent for the landowners, spoke in support of these requests and displayed a slideshow during his comments.

No one signed in to speak against.

Draft Minutes	Page 2 of 6	
December 16, 2025		

Mr. Charles Gray, Planning and Zoning Commission Chair, explained the Planning and Zoning Commission recommendation for approval with conditions.

Planning and Development staff recommendation was for denial to rezone items 7-9 on Harmony Road from AG to R-PUD [Map 097, Parcel 033 001, District 1], [Map 097, Parcel 035, District 1], [Map 097, Part of Parcel 033, District 1].

Planning and Zoning Commission recommendation was for approval to rezone items 7-9 on Harmony Road from AG to R-PUD [Map 097, Parcel 033 001, District 1], [Map 097, Parcel 035, District 1], [Map 097, Part of Parcel 033, District 1]. with the following conditions:

1. Map 097, Parcel 035 must be combined with the adjacent parcels, identified as Map 097 Parcel 033001, Map 097 Part of Parcel 033 and cannot be used or sold as a standalone parcel.
2. The development shall substantially comply with the submitted conceptual plan,

**Motion to table items 7-9 until the February 17, 2026 meeting.**

**Motion made by Commissioner McElhenney, Seconded by Commissioner Wooten.**

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

(Copy of slideshow made a part of the minutes on minute book pages \_\_\_\_\_ to \_\_\_\_\_.)

10. Request by Ross Mundy, agent for Tempy and Davis Sharp to rezone 5.99 acres at 826 Harmony Road from AG to C-1. [Map 097, Part of Parcel 033, District 1] (staff-P&D)

Mr. Ross Mundy, agent for the landowners, spoke in support of this request.

No one signed in to speak against.

Planning and Development staff recommendation was for denial to rezone 5.99 acres at 826 Harmony Road from AG to C-1. [Map 097, Part of Parcel 033, District 1].

Planning and Zoning Commission recommendation was for approval to rezone 5.99 acres at 826 Harmony Road from AG to C-1. [Map 097, Part of Parcel 033, District 1].

**Motion to table this request until the February 17, 2026 meeting.**

**Motion made by Commissioner McElhenney, Seconded by Commissioner Wooten.**

**Voting Yea: Commissioner McElhenney, Commissioner Garrett, Commissioner Wooten.**

Chairman Sharp closed the Zoning Public Hearing at approximately 6:28 p.m.

**Regular Business Meeting**

11. Public Comments

Ms. Jennifer Ray commented about the PDA and issues with their leadership.

Ms. Erin Olson submitted a handout and commented about the PDA contract with Tytan Media.

Mr. Charles Gray commented about data centers.

Ms. Barb Vargo commented about an article in the Eatonton Messenger about the Chapter 2 Ordinance changes and plans to celebrate the country's 250<sup>th</sup> anniversary next year.

Mr. Bill Vargo submitted a handout and commented about the PDA's code of ethics.

Mr. Billy Webster commented about last minute changes made to the meeting packet.

Mr. George Kelecheck submitted a handout and commented about tourism in Georgia and Putnam County.

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

Draft Minutes	Page 3 of 6	
December 16, 2025		

12. Consent Agenda

- a. Approval of Minutes - December 5, 2025 Regular Meeting (staff-CC)
- b. Approval of 2026 Alcohol Licenses (staff-CC)

**Motion to approve the Consent Agenda.**

**Motion made by Commissioner McElhenney, Seconded by Commissioner Wooten.**

**Voting Yea: Commissioner McElhenney, Commissioner Garrett, Commissioner Wooten**  
(Copy of Alcohol Licenses made a part of the minutes on minute book pages \_\_\_\_\_ to \_\_\_\_\_.)

13. Authorization for Chairman to sign Resolution for Increasing Defined Contribution Limits (staff-CM)

Ms. Barb Vargo commented about employee retention and the previously offered pension plan.

County Manager Van Haute explained the resolution, which increases the match to 4% and aligns Putnam with what neighboring counties are offering.

**Motion to authorize Chairman to sign Resolution for Increasing Defined Contribution Limits.**

**Motion made by Commissioner Wooten, Seconded by Commissioner McElhenney.**

**Voting Yea: Commissioner McElhenney, Commissioner Garrett, Commissioner Wooten**  
(Copy of resolution made a part of the minutes on minute book pages \_\_\_\_\_ to \_\_\_\_\_.)

14. Authorization for Chairman to sign Resolution for Accumulated Credit Burn (staff-CM)

County Manager Van Haute explained the resolution, which will allow us to pay down liabilities accrued over last several years.

**Motion to authorize Chairman to sign Resolution for Accumulated Credit Burn.**

**Motion made by Commissioner Wooten, Seconded by Commissioner McElhenney.**

**Voting Yea: Commissioner McElhenney, Commissioner Garrett, Commissioner Wooten**  
(Copy of resolution made a part of the minutes on minute book pages \_\_\_\_\_ to \_\_\_\_\_.)

15. Approval of 2026 LMIG Project List (staff-CM)

Mr. Billy Webster commented about Scuffleboro Road and other roads in District 4 that need repaving.

County Manager Van Haute explained the LMIG project list.

**Motion to approve the 2026 LMIG Project List.**

**Motion made by Commissioner McElhenney, Seconded by Commissioner Wooten.**

**Voting Yea: Commissioner McElhenney, Commissioner Garrett, Commissioner Wooten**  
(Copy of list made a part of the minutes on minute book page \_\_\_\_\_.)

Draft Minutes	Page 4 of 6	
December 16, 2025		

16. Discussion and possible action regarding the C-PACE Resolution (staff-CM)  
 Mr. Terry Lawler, Chairman of the Lake Oconee Area Development Authority and the  
 Downtown Development Authority, commented about endorsing the C-PACER resolution.  
 Mr. Billy Webster commented about postponing this item until all five commissioners are here  
 and everyone has enough time to review it.

Ms. Jennifer Ray commented about financial mishaps and risks.

County Manager Van Haute explained the C-PACER program, which is a private market funding  
 mechanism for developers.

County Attorney Nelson explained that this resolution is step one, making it an option in Putnam  
 County; further review of specific projects will be required later.

**Motion to authorize Chairman to sign the C-PACER Resolution.**

**Motion made by Commissioner Wooten, Seconded by Commissioner McElhenney.**

**Voting Yea: Chairman Sharp, Commissioner McElhenney, Commissioner Wooten**

**Voting Nay: Commissioner Garrett**

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

17. Discussion and possible action regarding the Chamber of Commerce contract for 2026 (staff-  
 CM)

County Manager Van Haute explained the contract.

**Motion to approve the Chamber of Commerce contract for 2026.**

**Motion made by Commissioner McElhenney, Seconded by Commissioner Wooten.**

**Motion to table until January 20, 2026 meeting.**

**Motion made by Commissioner Garrett.**

**Motion fails due to lack of second.**

**Motion to amend the contract from 58% to 55%.**

**Motion made by Commissioner McElhenney, Seconded by Commissioner Wooten.**

**Voting Yea: Chairman Sharp, Commissioner McElhenney, Commissioner Wooten**

**Voting Nay: Commissioner Garrett**

**Vote on amended motion:**

**Voting Yea: Chairman Sharp, Commissioner McElhenney, Commissioner Wooten**

**Voting Nay: Commissioner Garrett**

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

**Reports/Announcements**

18. County Manager Report

County Manager Van Haute reported that the guardrail on Parks Mill Drive is under way and  
 commented about the public comments at the December 5, 2025 meeting.

19. County Attorney Report

No report.

Draft Minutes	Page 5 of 6	
December 16, 2025		

## 20. Commissioner Announcements

Commissioner McElhenney: wished everyone a Merry Christmas and Happy Holidays.

Commissioner Garrett: highlighted Butler Baker Alumni's Christmas Bazaar taking place on December 20<sup>th</sup> from 11:00 a.m.-3:00 p.m. and donations are appreciated; expressed his appreciation for being able to dial into tonight's meeting, and wished everyone a Merry Christmas.

Commissioner Wooten: wished everyone a good Christmas and New Year's.

Chair: thanked the Commissioners for their hard work and effort; wished everyone a Merry Christmas and reminded all that Jesus is the reason for the season.

## **Closing**

### 21. Adjournment

#### **Motion to adjourn the meeting.**

**Motion made by Commissioner McElhenney, Seconded by Commissioner Wooten.**

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

Meeting adjourned at approximately 7:53 p.m.

ATTEST:

Mercy Fluker  
Deputy County Clerk

B. W. "Bill" Sharp  
Chairman

Draft Minutes	Page <b>6</b> of <b>6</b>	
December 16, 2025		

# 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](mailto:lbutterworth@putnamcountyga.us) ♦ [www.putnamcountyga.us](http://www.putnamcountyga.us)

## Approval of 2026 Alcohol Licenses

The following alcohol license applications (which are available for review in the County Clerk's office) have been approved by the Sheriff, Fire Marshal and/or Building Inspector, and Tax Commissioner and are ready for BOC approval:

Individual Name	Business Name	Address	License Type
Gary Sofen	Italian Chophouse on Lake Oconee Inc.	920 Greensboro Road Eatonton, GA 31024	NEW - Pouring
Tommie Vereen	Sav-a-lot 958 Inc.	958 Greensboro Road Eatonton, GA 31024	Renewal – Retail Beer/Wine
Mark Little	MBKC Enterprises dba Twin Bridges Landing	611 Twin Bridges Road Eatonton, GA 31024	Renewal – Retail Beer/Wine
Mohammad Nazrul Islam	Sean Eatonton Management LLC dba Kwik Stop	947 Gray Road SW Eatonton, GA 31024	Renewal – Retail Beer/Wine
Natalie Jones	Convenience Stores Inc. dba Oconee Outdoors	891 Greensboro Hwy Eatonton, GA 31024	Renewal – Retail Beer/Wine
Prakash Patel	Jay Pranam LLC dba Discount Liquor Store	160 Pea Ridge Road Eatonton, GA 31024	Renewal – Retail Beer/Wine/Liquor
Timothy C. Hong	Daniel Clubhouse Management, LLC dba Great Waters Marina	154 Oakton South Eatonton, GA 31024	Renewal – Retail Beer/Wine
Miaoying Wu	Inaho Yakata LLC dba Inaho Japanese Steak & Sushi	103 Harmony Crossing Ste 6 Eatonton, GA 31024	Renewal – Pouring
Renee Bettina von Ruexleben	Lake Oconee Equestrian Center, LLC	300 Copelan Farm Road Eatonton, GA 31024	Renewal – Pouring
Jessica Lamb	Pals Watering Hole LLC dba Pals Watering Hole	903 Harmony Road Ste 300 Eatonton, GA 31024	Renewal - Pouring
Veronica Montiel	El Sitio Mexican Grill LLC	106 Harmony Crossing Eatonton, GA 31024	Renewal - Pouring
Hassan Fallah	AHA Enterprises Inc dba BP Hwy 11	1660 Madison Road Madison, GA 30650	Renewal – Retail Beer/Wine

**File Attachments for Item:**

7. Chairman's Appointment of the Vice Chairman of the Board of Commissioners (BS)

## Sec. 2-36. - Vice-chairperson.

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

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

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

**File Attachments for Item:**

8. Appointment to the Eatonton-Putnam Water and Sewer Authority (staff-CC)

NAME	ADDRESS	DISTRICT	BACKGROUND	APPLICATION DATE
William Spani	486 Rockville Springs Road	3	GED Peninsula College, Everett Community College	11/21/2025
Jay Bowden	134 Okoni Lane	3	Graduated Redan High School 1980. Graduated from Georgia Institute of Technology in 1984 with a degree of Bachelor of Science in Building Construction, President of Bon Building Services, Inc., General Contractor	12/23/2025
David Stickley	121 Greensboro Road	2	BS - University of Tennessee - 1984, MS - Air University-Alabama - 2001, Grad Cert Program - Syracuse University - Maxwell Business College - 2011, 30+ years of United States Air Force and Federal Civil service included 15+years serving in the Air National Guard at State & Federal levels	12/30/2025
<b>There is one vacancy:</b>				
Michael D. Rowland	Term Expired 09/01/2025			
<b>Need one person to fill a 4-year term</b>				

# PUTNAM COUNTY BOARD APPLICATION

11/21/2025 4:49 AM (EST)



## PUTNAM COUNTY BOARD OF COMMISSIONERS



117 Putnam Drive, Suite A ◊ Eatonton, GA 31024  
706-485-5826  
[www.putnamcountyga.us](http://www.putnamcountyga.us)

### APPLICATION FOR BOARDS, COMMITTEES, COUNCILS, COMMISSIONS & AUTHORITIES

**Name:** William Spani

**Address:** 486 Rockville Springs Dr

**City:** Eatonton

**State:** Georgia

**Zip Code:** 31024

**Occupation:** Maintenance Tech.

**Home Phone Number:** [REDACTED]

**Cell Phone Number:** [REDACTED]

**Work Phone Number:** (706) 485-8993

**E-mail Address:** [REDACTED]

**I would like to apply for appointment to the following Board, Committee, Council, Commission or Authority:**

- Eatonton-Putnam Water and Sewer Authority

**Which district do you live in?** 3

**Briefly explain your educational background:** GED Peninsula college, Everett Community College

**Are you an owner or officer in any business or corporation?** No

Please explain any previous experience with State or Local Government:

None

15

**Briefly explain why you seek this appointment:**

Sometimes companies experience doing business a certain way with specific policies for so long complacency sets in. A fresh face full of ideas and solutions becomes necessary to advance towards the future to obtain steady growth to support the citizens of the community. I believe I can bring those solutions to the table as a solid team player with an open mind.

**Applicant Consents**

- By selecting this box, I understand that this application is considered a public record.
- If appointed, I agree to serve.

**Signature:**



**Application Date**

11/21/2025

# PUTNAM COUNTY BOARD APPLICATION

12/23/2025 11:00 AM (EST)



## PUTNAM COUNTY BOARD OF COMMISSIONERS



117 Putnam Drive, Suite A ◊ Eatonton, GA 31024  
706-485-5826  
[www.putnamcountyga.us](http://www.putnamcountyga.us)

### APPLICATION FOR BOARDS, COMMITTEES, COUNCILS, COMMISSIONS & AUTHORITIES

**Name:** Jay Bowden

**Address:** 134 OKONI LANE

**City:** EATONTON

**State:** Georgia

**Zip Code:** 31024

**Occupation:** General Contractor

**Home Phone Number:** N/A

**Cell Phone Number:** [REDACTED]

**Work Phone Number:** 7704821000

**E-mail Address:** [REDACTED]

**I would like to apply for appointment to the following Board, Committee, Council, Commission or Authority:**

- Eatonton-Putnam Water and Sewer Authority

**Which district do you live in?** 3

**Briefly explain your educational background:** Graduated Redan High School 1980. Graduated from Georgia Institute of Technology in 1984 with a degree of Bachelor of Science in Building Construction.

**Are you an owner or officer in any business or corporation?** Yes

If yes, please list the name and activity of the business or corporation:

I am President of Bon Building Services, Inc. based in Conyers. I am a General Contractor and have done work for many of the counties around the Atlanta area especially for the school systems. Projects in Putnam County include the Gatewood Auxiliary Gym, numerous projects for Rock Eagle, and the Putnam County Schools Auxiliary Facility. We were the General Contractor on the Eatonton-Putnam Water and Sewer Authority's Westside Treatment Plant Project in 2022.

17

Please explain any previous experience with State or Local Government:

I have no experience in government.

Briefly explain why you seek this appointment:

I would like to get involved in some fashion of community service. I enjoyed working with Brice Doolittle on the Westside Project and I have some knowledge of what the Authority does through my friendship with Judd Doster and Mike Rowland.

Applicant Consents

- By selecting this box, I understand that this application is considered a public record.
- If appointed, I agree to serve.

Signature:



Application Date

12/23/2025

# PUTNAM COUNTY BOARD APPLICATION

12/30/2025 10:12 AM (EST)



## PUTNAM COUNTY BOARD OF COMMISSIONERS



117 Putnam Drive, Suite A ◊ Eatonton, GA 31024  
706-485-5826  
[www.putnamcountyga.us](http://www.putnamcountyga.us)

### APPLICATION FOR BOARDS, COMMITTEES, COUNCILS, COMMISSIONS & AUTHORITIES

**Name:** David Stickley

**Address:** 121 Greensboro Road

**City:** Eatonton

**State:** GA

**Zip Code:** 31024

**Occupation:** Dell Technologies - Federal Division - Business Development Director

**Home Phone Number:** [REDACTED]

**Cell Phone Number:** [REDACTED]

**E-mail Address:** [REDACTED]

**I would like to apply for appointment to the following Board, Committee, Council, Commission or Authority:**

- Eatonton-Putnam Water and Sewer Authority

**Which district do you live in?** 2

**Briefly explain your educational background:**  
BS - University of Tennessee - 1984  
MS - Air University-Alabama - 2001  
Grad Cert Program - Syracuse University - Maxwell Business College - 2011

**Are you an owner or officer in any business or corporation?** No

**Please explain any previous** My 30+ years of United States Air Force and Federal Civil service included 15+

**experience with State or Local Government:**

years serving in the Air National Guard at State & Federal levels. I bring extensive experience working with State & Local governments in natural disaster preparation/mitigation and recovery. My support to Civil Authorities has primarily been in the communications and Information Technology areas, however I worked closely with my Civil Engineering counterparts in all endeavors. I serve on two Non-profit boards that interact with local authorities on various administrative matters.

19

**Briefly explain why you seek this appointment:**

As I approach retirement from the commercial world I'm prepared to spend more time giving back to my community. This board position appeals to that desire to serve and is an area of interest for me. It is my intent to be value added to the people of Putnam Co.

**Applicant Consents**

- By selecting this box, I understand that this application is considered a public record.
- If appointed, I agree to serve.

**Signature:**



**Application Date**

12/30/2025

# PUTNAM COUNTY BOARD OF COMMISSIONERS

20



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117 Putnam Drive, Suite A ♦ Eatonton, GA 31024  
706-485-5826  
[www.putnamcountyga.us](http://www.putnamcountyga.us)

## NOTICE

The Putnam County Board of Commissioners is seeking individuals interested in serving on the **Eatonton-Putnam Water and Sewer Authority**. To be eligible for appointment as a member of the Authority a person must be at least 21 years of age and a resident of Putnam County for at least two years prior to the date of his or her appointment. No person shall be eligible for appointment to the Authority who has been convicted of a felony. Appointment will be for a four-year term. The person appointed will be expected, in conjunction with other Authority Board members, to be able to make decisions regarding water and sewer rates, operating agreements, budget formulations, capital projects, loan and grant applications and other corporate like decisions inherent in the conduct of a multi-million-dollar water and sewer enterprise. Members of the Authority serve without any compensation as a community service.

Interested persons should submit an **application** to the Putnam County Board of Commissioners, 117 Putnam Drive, Suite A, Eatonton, Georgia 31024. Applications will be accepted until the position is filled. The board application form can be found on the county website at [www.putnamcountyga.us](http://www.putnamcountyga.us) (in the "How Do I..." or "Forms & Documents" sections) or by calling 706-485-5826.

11/27/2025 & 12/04/2025

MEMBER	NOTES	TERM EXPIRES
Mayor or Designee		Concur with Mayor's term of office
Bill Sharp 103 Bulloch Hall Drive Eatonton, GA 31024	Chairman or Designee- effective 01/01/2019	Concur with Chairman's term of office
[REDACTED]		
City Appointee		
Michael D. Rowland 106 Arbors Lane Eatonton, GA 31024	County Appointee	9/1/2025
[REDACTED]		
[REDACTED]		
[REDACTED]		
Board Appointee		

**File Attachments for Item:**

9. Authorization for Chairman to sign Memorandum of Understanding Between Board of Regents of the University System of Georgia by and on behalf of The University of Georgia Cooperative Extension and Putnam County (staff-CM)

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**THE BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA**  
**by and on behalf of**  
**THE UNIVERSITY OF GEORGIA**  
**COOPERATIVE EXTENSION**  
**And PUTNAM COUNTY**

This Memorandum of Understanding (“MOU”) is made between the Board of Regents of the University of System of Georgia by and on behalf of the University of Georgia Cooperative Extension (hereinafter “UGA Extension”) and Putnam County, a political subdivision of the State of Georgia, by and through its Board of Commissioners hereinafter the “County”), for the provision of Cooperative Extension Services and Personnel in Putnam County, Georgia.

WHEREAS, through the Smith-Lever Act of the U.S. Congress of 1914, an Agreement was created between The Board of Regents of the University System of Georgia, the University of Georgia, the University of Georgia Cooperative Extension and the U.S. Department of Agriculture, to allow for Extension work to be conducted in the State of Georgia; and

WHEREAS, for over 100 years UGA Extension has offered services in all 159 counties in the State of Georgia; and

WHEREAS, through county offices throughout the state, UGA Extension continues to offer reliable information and programs in the areas of agriculture, food, families, the environment and 4-H youth development; and

WHEREAS, UGA Extension is able to maintain and operate these programs through the use of UGA Extension personnel; and

WHEREAS, UGA Extension and the County agree that the services provided by UGA Extension Personnel are invaluable to the County’s citizens and community; and

WHEREAS, the County Board of Commissioners is authorized under Article 9, Section 3, Paragraph 1, and Article 9, Section 4, Paragraph 2, of the Constitution of the State of Georgia as amended in 1983, and by O.C.G.A. § 20-2-62 and O.C.G.A. § 48-5-220 to enter into agreements providing for these types of services; and

WHEREAS, all parties agree that it is necessary and appropriate to define the types of UGA Extension operations and personnel and establish parameters for compensation so that all parties are clear on their respective responsibilities and duties;

NOW, THEREFORE, the Parties agree as follows:

## I. **OPERATIONS**

UGA Extension and the County will support all County Extension personnel operationally as set forth in this MOU regardless of employee compensation status.

### A. **UGA EXTENSION agrees to the following:**

1. UGA Extension shall annually appoint a member of the County Extension personnel to serve as the County Extension Coordinator. The Coordinator shall be responsible for the total County Extension program, staff coordination and supervision, and all communications and transactions between the County and the County Extension staff.
2. UGA Extension shall provide County Extension personnel with the necessary educational materials needed for an effective program. UGA Extension also agrees to plan, implement and conduct training as necessary to keep County Extension personnel adequately prepared to conduct effective, relevant Extension programs.
3. UGA Extension shall reimburse all County Extension personnel directly for expenses incurred for officially designated travel authorized by the District Extension Director.
4. UGA Extension shall support County Extension personnel and the Extension program in the County with necessary assistance of District and State subject matter and supervisory personnel and other resources as available from the University of Georgia, the University System of Georgia, and other agencies and organizations with whom UGA Extension cooperates.
5. UGA Extension shall report to the County Board of Commissioners at regular intervals on the nature of the County Extension program and progress being made.

### B. **The COUNTY agrees to the following:**

1. ***Office and Infrastructure.*** The County shall provide a suitable County Extension office with the suitability of the office to be agreed on by all parties. As a part of the County's budgeting process, the County further agrees to provide sufficient funds to pay for all necessary office supplies, office equipment, telephone, utilities, data communication/networking (including broadband internet connectivity, where available), postage, demonstration materials, janitorial service and other items necessary for the operation of an effective Extension education program. See **Addendum D** for Information Technology (IT) systems and support specifications.
2. ***Vehicles and Travel.*** The County shall furnish a county government vehicle or reimburse the travel expenses of County Extension personnel for official travel in the county or on behalf of Madison county directly to County Extension personnel unless some other method is agreed upon in writing by UGA Extension and the County.
3. ***Annual Review.*** The County shall evaluate financial support to the operations of UGA

Extension annually, including compensation of personnel, make adjustments as necessary for continued effective support, and shall notify the UGA Extension of these adjustments. The County Extension Coordinator will prepare and submit for approval an annual operating budget to the County according to standards set by Board of Commissioners

## II. COMPENSATION

The UGA Cooperative Extension personnel shall be categorized based on the method of compensation they are associated with, as set forth in the attached addendums (A, B, and C). UGA Extension and the County shall identify and agree upon the appropriate compensation method and personnel relationship for each employee. The following three options are available (CHECK ALL THAT APPLY):

**A. COOPERATIVE DIRECT PAY**  
In choosing Cooperative Direct Pay, the County desires for the County Extension Personnel to receive compensation from both the County and from UGA Extension. The amount of compensation to County Extension Personnel under this option, as well as the County's and UGA Extension's responsibility for the County Extension Personnel's withholding and payment of federal and state taxes and contributions toward retirement benefits, shall be divided proportionally between the County and UGA Extension as set forth in Addendum "A".

**B. COOPERATIVE CONTRACT PAY**  
In choosing Cooperative Contract Pay, the County desires for County Extension Personnel to receive their compensation from UGA Extension payroll. The amount of compensation to County Extension Personnel under this option, as well as the County's and UGA Extension's responsibility for the County Extension Personnel's withholding and payment of federal and state taxes and contributions toward retirement benefits, shall be divided proportionally between the County and UGA Extension as set forth in Addendum "B". However, for administrative purposes the County Extension Personnel's compensation will come directly from UGA Extension, with the County reimbursing UGA Extension for the County's proportionate share.

**C. COUNTY FUNDED EXTENSION PERSONNEL**  
In choosing County Funded Extension Personnel, the County desires for the County Extension Personnel to be an employee of the County receiving compensation from only the County, as set forth in Addendum "C". The County shall be solely responsible for the County Extension Personnel's salary, benefits (including but not limited to health insurance), withholding of federal and state taxes, and retirement benefits (if any).

### III. AGREEMENT

1. This MOU shall take effect when it is executed by both Madison
2. In instances of conflict between University of Georgia/University System of Georgia and County policies, the University of Georgia/University System of Georgia policies shall govern.
3. The term of this MOU shall be from the date of execution until terminated by either party by written notice of such intent provided ninety (90) days in advance.
4. This MOU may be modified by written agreement of the parties hereto.
5. Neither party to this agreement will discriminate against any employee or applicant for employment because of age, color, disability, genetic information, national origin race, religion, sex, or veteran status.
6. All notices provided for or permitted to be given pursuant to this MOU shall be in writing and shall be deemed to have been properly given or served by personal delivery or by depositing in the United States Mail, postpaid and registered or certified mail, return receipt requested, and addressed to the addresses set forth below.

<b>County Personnel</b>		
Primary Contact	(NAME) Paul Van Haute	Address: 117 Putnam Drive, Suite A, Eatonton, GA 31024 Email: pvanhaute@putnamcountyga.us Phone: 706-485-5826
HR/Personnel Contact	(NAME) Cynthia Miller	Address: 117 Putnam Drive, Suite A, Eatonton, GA 31024 Email: cmiller@putnamcountyga.us Phone: 706-485-5826
IT Contact	(NAME) Responsive Technology Partners	Address: 286 Jones Drive, Milledgeville, GA 31062 Email: support@responsivetechnologypartners.com Phone: 404-424-8585
Finance/Billing Contact	(NAME) Jennifer Fricks	Address: 117 Putnam Drive, Suite A, Eatonton, GA 31024 Email: jfricks@putnamcountyga.us Phone: 706-485-5826

UGA Personnel		
Primary Contact	Keith Fielder, CEC	663 Godfrey Road Eatonton GA 31024 706-485-4151 (office) 706-473-0325 (cell) <a href="mailto:kfielder@uga.edu">kfielder@uga.edu</a>
HR/Personnel Contact	Denise Everson, DED	300 Hoke Smith Building Athens, GA 30602 <a href="mailto:deverson@uga.edu">deverson@uga.edu</a> 706-542-3179(office) 706-871-0090(cell)
IT Contact	Chase Henson, IT	105 Hoke Smith Annex 300 Carlton St. Athens, GA 30602 <a href="mailto:ch41340@uga.edu">ch41340@uga.edu</a> 706-542-9797(office)
Finance/Billing Contact	Jennifer Kempf, Business Manager	300 Hoke Smith Building Athens, GA 30602 <a href="mailto:nefinance@uga.edu">nefinance@uga.edu</a> 706-542-9171(office)

By giving written notice to the Primary Contact listed above, either party hereto shall have the right from time to time and at any time during the term of this MOU to change any of the above information, including points of contact, address and other contact information.

**IN WITNESS WHEREOF**, the parties have caused this MOU to be properly executed by their duly authorized officers, effective as of the day and year first above written.

\_\_\_\_\_  
Chairman, Board of Commissioners, Putnam County

Date: \_\_\_\_\_

\_\_\_\_\_  
County Extension Coordinator, Putnam County

Date: \_\_\_\_\_

\_\_\_\_\_  
Vice President for Public Service and Outreach, or their designee  
University of Georgia

Date: \_\_\_\_\_

## Addendum A

### **COOPERATIVE DIRECT PAY**

**In choosing Cooperative Direct Pay, the County desires for the County Extension Personnel to receive compensation from both the County and from UGA Extension. The amount of compensation to County Extension Personnel under this option, as well as the County's and UGA Extension's responsibility for the County Extension Personnel's withholding and payment of federal and state taxes and contributions toward retirement benefits, shall be divided proportionally between the County and UGA Extension as set forth in an annual Financial Agreement. Such annual Financial Agreement shall be contingent upon funding as a part of the County's annual budget process.**

1. UGA Extension shall employ and supervise County Extension personnel. It shall be the responsibility of the UGA Extension to establish minimum qualifications for County Extension personnel, certify the qualifications of all applicants, and to determine the total salary applicants are to be paid.
2. UGA Extension shall serve as the employer of record and therefore:
  - a. Provide legally required health insurance; and
  - b. Provide legally required worker's compensation insurance
3. UGA Extension shall appoint County Extension personnel in compliance with Equal Employment Opportunity regulations and subject to the approval of the County. The County will provide UGA Extension with written reasons for each disapproval of an appointment recommendation.
4. In the event the work of any County Extension staff member becomes unsatisfactory to the County, it shall be the responsibility of the County to communicate this dissatisfaction to the District Extension Director of the UGA Extension in writing within a reasonable time frame. It shall then be the responsibility of the UGA Extension to address the County's dissatisfaction and advise the County of action taken, if any. UGA Extension shall have the right to terminate or transfer personnel from the County. UGA Extension may select a replacement for the County, following the procedure described above.
5. UGA Extension shall keep at all times an accurate record of all funds received and disbursed under this agreement including all support documents. UGA Extension shall retain such records for a period of three (3) years unless an audit has begun but not been completed or if the audit findings have not been resolved at the end of the three (3) year period. In such cases, the records shall be retained until the audit is complete or until the resolution of the audit findings, whichever is later. UGA Extension will provide the County with a copy of any and all such audits relating to the County Extension office, personnel, and/or operations upon request by the County.

6. UGA Extension shall carry out all work under this agreement in accordance with the administrative and other requirements, including those related to personnel matters, established by the University of Georgia, federal and state laws, regulations, and standards.
7. UGA Extension shall pay its portion of the salary and associated benefits of County Extension personnel at a rate in compliance with the Board of Regents and the UGA Extension salary administration policies.
8. The County shall provide the agreed upon portion of the salaries and associated benefits of County Extension personnel as set forth in the annual Financial Agreement. Benefits, including leave, shall be calculated according to policies established by the Board of Regents.

The County portion of salary shall be paid monthly by the County directly to County Extension personnel. The County will collect and remit FICA taxes on the County portion of the salary. UGA Extension shall provide monthly statements to the County reflecting the County portion of the employer contribution to the employee's retirement benefit with Teachers Retirement System of Georgia. The reimbursement to UGA Extension for the County's portion of this benefit will be made to the UGA Extension in the full amount within fifteen (15) days of receipt of the statement.

The County portion of employee salaries should be adjusted annually based on performance and/or cost of living increases typical of other County employees in accordance with the County's generally applicable rules or conditions for such adjustments. This adjustment should be reported to UGA Extension 30 days prior to effective date. UGA will not allocate any percentage salary increase on the County portion of the employee's salary.

9. The County agrees to pay its share of the annual leave payment in accordance with University of Georgia and UGA Extension leave policies when an employee terminates employment through resignation or retirement during the term of this MOU and chooses to take a lump-sum payment for accumulated annual leave. Such County share shall be based solely on the individual's time serving the County in his or her capacity as part of the County Extension office.

## Addendum B

### **COOPERATIVE CONTRACT PAY:**

**In choosing Cooperative Contract Pay, the County desires for County Extension Personnel to receive their compensation from UGA Extension payroll. The amount of compensation to County Extension Personnel under this option, as well as the County's and UGA Extension's responsibility for the County Extension Personnel's withholding and payment of federal and state taxes and contributions toward retirement benefits, shall be divided proportionally between the County and UGA Extension as set forth in an annual Financial Agreement. Such annual Financial Agreement shall be contingent upon funding as a part of the County's annual budget process. However, for administrative purposes the County Extension Personnel's compensation will come directly from UGA Extension, with the County reimbursing UGA Extension for the County's proportionate share.**

1. UGA Extension shall employ and supervise County Extension personnel. It shall be the responsibility of the UGA Extension to establish minimum qualifications for County Extension personnel, certify the qualifications of all applicants, and determine the total salary applicants are to be paid.
2. UGA Extension shall serve as the employer of record and therefore:
  - a. Provide legally required health insurance;
  - b. Provide legally required worker's compensation insurance; and
  - c. Pay applicable FICA taxes; and
  - d. Withhold federal and state income taxes in accordance with relevant federal and state law.
3. UGA Extension shall appoint County Extension personnel in compliance with Equal Employment Opportunity regulations and subject to the approval of the County. The County will provide UGA Extension with written reasons for each disapproval of an appointment recommendation.
4. In the event the work of any County Extension staff member becomes unsatisfactory to the County, it shall be the responsibility of the County to communicate this dissatisfaction to the District Extension Director of the UGA Extension in writing within a reasonable time frame. It shall then be the responsibility of the UGA Extension to address the County's dissatisfaction and advise the County of action taken, if any. UGA Extension shall have the right to terminate or transfer personnel from the County. UGA Extension may select a replacement for the County, following the procedure described above.
5. UGA Extension shall keep at all times an accurate record of all funds received and disbursed under this agreement including all support documents. UGA Extension shall retain such records for a period of three (3) years unless an audit has begun but not been completed or if the audit findings have not been resolved at the end of the three (3) year period. In such cases, the records shall be retained until the audit is complete or until the

resolution of the audit findings, whichever is later. UGA Extension will provide the County with a copy of any and all such audits relating to the County Extension office, personnel, and/or operations upon request by the County.

6. UGA Extension shall carry out all work under this agreement in accordance with the administrative and other requirements, including personnel matters, established by the University of Georgia, federal and state laws, regulations, and standards.
7. UGA Extension shall pay its portion of the salary and associated benefits of County Extension personnel at a rate in compliance with the Board of Regents and the UGA Extension salary administration policies.
8. The County shall provide the agreed upon portion of the salaries and associated benefits of County Extension personnel to UGA Extension within thirty (30) days of receipt of an invoice from UGA Extension. Benefits, including leave, shall be calculated according to policies established by the Board of Regents. UGA Extension will provide monthly statements to the County reflecting the County portion of the County Extension Personnel's salary and benefits. The County is aware and agrees that these benefits will include the County's proportionate share of the employer portion of FICA, worker's compensation and the employee's selected retirement benefits. The employee may select the Georgia Teachers Retirement System or the Board of Regents Optional Retirement Program.

The County portion of employee salaries shall be adjusted annually based on performance and/or cost of living increases typical of other county employees in accordance with the County's generally applicable rules or conditions for such adjustments. This adjustment should be reported to UGA Extension 30 days prior to effective date, and a new contract will be issued with the new salary. UGA Extension will not allocate any percentage salary increase on the County portion of the employee's salary. The County's portion is as set forth in the annual Financial Agreement.

9. The County agrees to pay its share of the annual leave payment in accordance with University of Georgia and UGA Extension leave policies when an employee terminates employment through resignation or retirement during the term of this MOU and chooses to take a lump-sum payment for accumulated annual leave. Such County share shall be based solely on the individual's time serving the County in his or her capacity as part of the County Extension office.

## Addendum C

### **COUNTY FUNDED EXTENSION PERSONNEL**

**In choosing County Funded Extension Personnel, the County desires for the County Extension Personnel to be an employee of the County receiving compensation from only the County. The County shall be solely responsible for the County Extension Personnel's salary, benefits (including but not limited to health insurance), withholding of federal and state taxes, and retirement benefits (if any).**

**For County Funded Extension Personnel, UGA EXTENSION agrees to the following:**

1. UGA Extension shall establish minimum qualifications for County Extension personnel and certify the qualifications of all applicants.
2. UGA Extension may approve or disapprove appointment recommendations by County of County Funded Extension personnel; provided, however, UGA Extension will provide the County with written reasons for each disapproval of an appointment recommendation.
3. UGA Extension shall supervise County Funded Extension personnel according to applicable University of Georgia and the Board of Regents policies and procedures.
4. UGA Extension shall evaluate County Funded Extension personnel using the county provided evaluation process or an agreed upon alternative process for consideration in the annual salary adjustments applicable to all county employees.
5. UGA Extension shall collect, approve and transfer employee work time records to the COUNTY on a weekly or monthly basis as agreed upon.
6. In the event the work of any County Funded Extension personnel becomes unsatisfactory to UGA Extension, it shall be the responsibility of UGA Extension to communicate this dissatisfaction to the County. It shall then be the responsibility of the County to appropriately deal with the dissatisfaction and advise the UGA Extension of action taken, if any. The County shall have the right to terminate or transfer personnel.

**For County Funded Extension Personnel, the COUNTY agrees to the following:**

1. The County shall employ and determine the total salary that personnel are to be paid.
2. The County shall provide all salary and associated benefits as per County policy.
3. The County shall serve as the employer of record and therefore:
  - a. Provide legally required health insurance;
  - b. Provide legally required worker's compensation insurance;
  - c. Withhold and pay appropriate FICA and income taxes to the relevant government agencies; and
  - d. Designate supervision of extension personnel to the District Extension Director.

4. Annual salary adjustments for County Extension personnel shall be based on County policy and consistent with such policies for other County employees.
5. No provision of this Addendum, the MOU, or the annual Financial Agreement between UGA Extension and the County shall create any employment rights for such personnel above and beyond any such rights enjoyed by County employees generally.

## Addendum D

### *IT Systems and Support.*

- a. *Internet Connectivity:* The County shall furnish internet connectivity with adequate speed and capacity to support the operations and programming of the Extension Office. Access to required Extension programming resources, social media systems, and UGA mandated resources shall remain unfiltered and unblocked.
- b. *Intraoffice Network:* The County shall provide wired data connections for all computers and network devices within the Extension Office, segregated either physically or virtually from other county agencies and networks.
- c. *Network Equipment:* UGA Extension's Office of Information Technology ("UGA Extension IT") shall supply and maintain basic network switches suitable for the UGA Extension Office's operation. If UGA Extension IT determines specific network switch requirements are needed beyond UGA IT's provisions, the County agrees to install and support network devices meeting the necessary specifications as part of the existing county network infrastructure.
- d. *Wi-Fi:* UGA Extension IT shall supply basic Wi-Fi equipment to ensure adequate coverage within the Extension Office. Should UGA Extension IT determine specialized Wi-Fi equipment be required, beyond UGA Extension IT's standard provisions, the County agrees to procure and maintain such devices. Employee Wi-Fi shall allow interaction between the wired and wireless devices for employees to facilitate file sharing, printing, and scanning capabilities. Should Guest Wi-Fi be provided by a County Wi-Fi system, the traffic should be segmented and isolated from the UGA Extension employee network.
- e. *Vo-IP Phones:* County provided Vo-IP phones that attach to the UGA Extension Office network should connect back to County provided network switch hardware that may or may not be on the same network as the UGA Extension Office computers and other devices. If Vo-IP phones and UGA Extension Office computers and devices operate on separate networks, the County will provide sufficient wired ethernet ports in the UGA Extension Office for both phone and computers/devices to connect in each room as needed to their respective networks. Should the UGA Extension Office networking need to be altered to allow for Vo-IP phone installation or expansion UGA Extension IT shall be consulted prior to changes.
- f. *Network Changes:* Any modifications affecting the UGA Extension Office's data network infrastructure shall be planned in consultation with UGA Extension IT prior to implementation.
- g. *Computer Hardware & Device Support:* UGA Extension IT shall support and maintain all network devices, computers, printers, software, and other office technology installed or approved by UGA Extension IT. Office central copiers provided by county funds or

contracts shall be supported by copier company support or vendor maintenance contracts. UGA Extension IT supported equipment shall be replaced in accordance with UGA Extension IT guidelines for lifecycle management.

- h. *Computer Hardware & Device Procurement:* County Extension Office computers shall be purchased via UGA Procurement using UGA Extension IT standards, with consultation from UGA Extension IT for non-standard equipment. IT equipment purchases shall be funded through county funds or in cooperation with UGA Extension grants or programs as available.
- i. *Software Licensing:* UGA Extension IT shall provide licenses for UGA productivity software. County-specific software required for access to County resources shall be provided and supported by the County in collaboration with UGA Extension IT.
- j. *File Sharing & Data Storage:* UGA Extension IT shall provide space for shared file storage, either locally housed within the UGA Extension Office or on a UGA Extension IT approved online storage system. The county agrees to enable access to the approved online storage system through any county IT-managed firewalls as needed if applicable.
- k. *Office Relocations, Construction, Renovations (IT concerns):* The County shall notify UGA Extension IT of any plans for office relocation, construction, or renovations to ensure IT infrastructure requirements are addressed. Physical move of IT-related equipment shall be handled by the County with UGA Extension IT available for setup assistance after move-in or project completion. UGA Extension IT shall be responsible for moving and installing networking equipment owned by UGA Extension IT.

**The County shall have its IT Contact listed in Section III.6 review and confirm the above requirements.**

**File Attachments for Item:**

10. Authorization for Chairman to sign a Resolution by the Governing Authority of Putnam County Setting Qualifying Fees for the 2026 Election and Authorizing Publication of the Same (staff-CC)



**A RESOLUTION BY THE GOVERNING AUTHORITY OF PUTNAM COUNTY  
SETTING QUALIFYING FEES FOR THE 2026 ELECTION AND AUTHORIZING  
PUBLICATION OF SAME**

**WHEREAS**, O.C.G.A. § 21-2-131(a) requires the governing authority of each county, not later than February 1 of any year in which a general primary, nonpartisan election, or general election is to be held, to fix and publish a qualifying fee for each county office to be filled in the upcoming primary or election; and

**WHEREAS**, a general primary, nonpartisan election, and general election are scheduled to be held in 2026;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Commissioners of Putnam County, as the governing authority of Putnam County, does hereby set qualifying fees for candidates for the county offices to be elected in 2026 as set forth in Exhibit "A" attached hereto.

**BE IT FURTHER RESOLVED**, that the County Clerk is authorized and directed to publish the list of qualifying fees in accordance with the requirements of O.C.G.A. § 21-2-131 no later than February 1, 2026.

**THIS RESOLUTION** is adopted and made effective this 20<sup>th</sup> day of January 2026.

**PUTNAM COUNTY BOARD OF COMMISSIONERS**

By: \_\_\_\_\_  
B. W. "Bill" Sharp, Chairman

Attest : \_\_\_\_\_  
Lynn Butterworth, County Clerk

**EXHIBIT A****2026 QUALIFYING FEES**

<b>POSITION</b>	<b>QUALIFYING FEE</b>
Board of Commissioners Chairman	\$270.00
District #3 County Commissioner	\$234.00
District #4 County Commissioner	\$234.00
Magistrate Judge	\$1798.04
State Court Judge	\$1944.00
District #1 County Board of Education Member	\$252.00
District #2 County Board of Education Member	\$252.00

## Putnam County Finance Department

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

TO: Putnam County Board of Commissioners  
 FR: Jennifer Fricks, Finance Director *JF*  
 DT: December 22, 2025  
 RE: **Establishing Qualifying Fees**

The Board of County Commissioners is required by O.C.G.A. 21-2-131, to fix and publish qualifying fees for county offices by February 1 of any year in which a general primary, nonpartisan election, or general election will be held. The qualifying fees for the offices of clerk of superior court, probate judge, magistrate judge, sheriff, and tax commissioner shall be 3% of the minimum base salary, specified in state law of each county based on population. The base does not include supplements, cost-of-living, or longevity increases. For the offices of members of the county governing authority, or Board of Commissioners, the qualifying fee is 3% of the base salary established by local Act of the General Assembly, and does not include training, supplements, or cost-of-living increases. The qualifying fee for coroner, state court judge, or school board member is 3% of the total gross salary of the office paid in 2025, including all supplements authorized by law. The supervisor of Elections & Registration has reviewed the following fees.

Position	Term Expires	Base Salary	Qualifying Fee	Notes
Chairman	12/31/26	9,000.00	270.00	Local Law (3% of <u>base salary</u> )
District #3 Commissioner	12/31/26	7,800.00	234.00	Local Law (3% of <u>base salary</u> )
District #4 Commissioner	12/31/26	7,800.00	234.00	Local Law (3% of <u>base salary</u> )
Magistrate Judge	12/31/26	29,934.60	1,798.04	State Law (3% of minimum <u>base salary</u> )

  

Position	Term Expires	Prior Year Gross Salary	Qualifying Fee	Notes
State Court Judge	12/31/26	64,800.00	1,944.00	Local Law (3% of 2026 salary)
BOE District #1	12/31/26	8,400.00	252.00	
BOE District #2	12/31/26	8,400.00	252.00	

**File Attachments for Item:**

11. Authorization for Chairman to sign an updated Resolution for the Purpose of Naming an Open Records Officer and an Alternate Open Records Officer (staff-CC)



**RESOLUTION OF THE PUTNAM COUNTY BOARD OF COMMISSIONERS  
FOR THE PURPOSE OF NAMING AN OPEN RECORDS OFFICER, AN  
ALTERNATE OPEN RECORDS OFFICER AND FOR OTHER PURPOSES**

**Whereas**, the provisions of the Georgia Open Records Act, the “Act” (O.C.G.A. Section 50-18-70, *et seq.*), were amended by action of the Georgia General Assembly during its 2012 session; and

**Whereas**, one of the changes to the Act allows for the appointment of an Open Records Officer to whom all requests for records must be made; and

**Whereas**, the Act further provides for notice of such change.

**Now, therefore**, pursuant to the provisions of the Act, the Putnam County Board of Commissioners does hereby resolve as follows:

1. The Putnam County Clerk is designated as the Open Records Officer and the Putnam County Deputy County Clerk is designated as the Alternate Open Records Officer to act in the Open Records Officer’s absence, both to act for the Putnam County Board of Commissioners as defined in the Act;
2. All requests for records made under the Act and directed to the Putnam County Board of Commissioners shall be made to the Open Records Officer, or in their absence, to the alternate via the NextRequest portal accessed through the County website;
3. The Open Records Officer is directed to cause the official County website to prominently display this designation and requirement;
4. The Open Records Officer is directed to notify the Eatonton Messenger as the county legal organ and any other media regularly covering the Putnam County Board of Commissioners matters of the content of this resolution; and
5. This action shall be effective immediately upon the notifications to the media and the changes to the website having been made.

Resolved this 20<sup>th</sup> day of January 2026, by action of the Putnam County Board of Commissioners.

By: \_\_\_\_\_  
B. W. “Bill” Sharp, Chairman

Attest: \_\_\_\_\_  
Lynn Butterworth, County Clerk

(*County Seal*)

# PUTNAM COUNTY BOARD OF COMMISSIONERS



117 Putnam Drive ♦ Eatonton, GA 31024

RESOLUTION OF THE PUTNAM COUNTY BOARD OF COMMISSIONERS FOR THE PURPOSE OF NAMING AN OPEN RECORDS OFFICER, AN ALTERNATE OPEN RECORDS OFFICER AND FOR OTHER PURPOSES

**Whereas**, the provisions of the Georgia Open Records Act, the "Act" (O.C.G.A. Section 50-18-70, *et seq.*), were amended by action of the Georgia Legislature during its 2012 session; and

**Whereas**, one of the changes to the Act allows for the appointment of an Open Records Officer to whom all requests for records must be made; and

**Whereas**, the Act further provides for notice of such change;

**Now Therefore**, pursuant to the provisions of the Act, the Putnam County Board of Commissioners does hereby resolve as follows:

1. Lynn Barber, County Clerk, is designated as the Open Records Officer and Linda Cook, Finance Director, is designated as the alternate Open Records Officer to act in Lynn Barber's absence, both to act for the Putnam County Board of Commissioners as defined in the Act;
2. All requests for records made under the Act directed to the Putnam County Board of Commissioners shall be made to the Open Records Officer, or in her absence, to the alternate;
3. The Open Records Officer is directed to cause the official County website to prominently display this designation and requirement;
4. The Open Records Officer is directed to notify the Eatonton Messenger as the county legal organ and any other media regularly covering the Putnam County Board of Commissioners matters of the content of this resolution; and
5. This action shall be effective immediately upon the notifications to the media and the changes to the website having been made.

Resolved this 15<sup>th</sup> day of May, 2012, by action of the Putnam County Board of Commissioners.

By:   
Tom Thompson, Chairman

Attest: Lynn Barber  
County Clerk

(County Seal)

**File Attachments for Item:**

12. Authorization for staff to schedule a Public Hearing on proposed changes to the Putnam County Code of Ordinances - Chapter 46 (Roads, Bridges and Other Public Property) (TM/PCSO)

## EXPLANATION OF DOCUMENTS:

**Red language** equals added text.

**Struck-through language** equals deleted text.

### Chapter 46, Article IV – Truck Routes

#### Sec. 46-150. – Designated Truck Routes

(a) The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

- (1) *Prohibited vehicle* means a vehicle designated by the Federal Highway Administration as being Class 6 through 13, and more particularly defined to include the following:
  - a. Three-axle single-unit trucks: All vehicles on a single frame including trucks, camping and recreational vehicles, motor homes, etc., with three axles.
  - b. Four or more axle single-unit trucks: All trucks on a single frame with four or more axles.
  - c. Four or fewer axle single-trailer trucks: All vehicles with four or fewer axles consisting of two units, one of which is a tractor or straight truck power unit.
  - d. Five-axle single-trailer trucks: All five-axle vehicles consisting of two units, one of which is a tractor or straight truck power unit.
  - e. Six or more axle single-trailer trucks: All vehicles with six or more axles consisting of two units, one of which is a tractor or straight truck power unit.
  - f. Five or fewer axle multi-trailer trucks: All vehicles with five or fewer axles consisting of three or more units, one of which is a tractor or straight truck power unit.
  - g. Six-axle multi-trailer trucks: All six-axle vehicles consisting of three or more units, one of which is a tractor or straight truck power unit.
  - h. Seven or more axle multi-trailer trucks: All vehicles with seven or more axles consisting of three or more units, one of which is a tractor or straight truck power unit.

- i. Certain truck configurations utilize axles that can be lifted when the vehicle is empty or lightly loaded. Only axles in the dropped position shall be considered when classifying the vehicle. For enforcement purposes, the observed axle configuration at the time of violation will determine the class.
- j. Prohibited vehicles include those vehicles designated as Class 6 through 13 vehicles in Figure 1 below:

Figure 1:

<b>Class 1</b> Motorcycles		<b>Class 7</b> Four or more axle, single unit	  
<b>Class 2</b> Passenger cars			
			
			
			
<b>Class 3</b> Four tire, single unit	  	<b>Class 8</b> Four or less axle, single trailer	  
<b>Class 4</b> Buses	  	<b>Class 9</b> 5-Axle tractor semitrailer	  
		<b>Class 10</b> Six or more axle, single trailer	  
		<b>Class 11</b> Five or less axle, multi-trailer	  
<b>Class 5</b> Two axle, six tire, single unit	  	<b>Class 12</b> Six axle, multi-trailer	  
		<b>Class 13</b> Seven or more axle, multi-trailer	  
			  
<b>Class 6</b> Three axle, single unit	  		

**(2) Designated truck routes**

The following roadways are defined as designated truck routes:

- a. Georgia State Route 16
- b. Georgia State Route 24
- c. Georgia State Route 44
- d. Georgia State Route 142
- e. Georgia State Route 212

**(3) Non-designated truck routes** are defined as any county road that is not designated herein as a designated truck route.

(b) Prohibited vehicles shall only use designated truck routes listed in subsection (a)(2). Prohibited vehicles using non-designated truck routes will be in violation of this ordinance unless an exception listed in subsection (c) applies.

(c) The following exceptions apply to the prohibition listed in subsection (b):

- a. If the point of origin or place of pickup or delivery of a prohibited vehicle is located on a non-designated truck route, then the vehicle may travel on non-designated truck routes only by the shortest, most direct route between such places and the nearest designated truck route. The route requiring the fewest miles of travel shall be considered the shortest, most direct route. The driver of such vehicle shall have in the cab of the truck a bill of lading, work order, or receipt for services that bears the address or an address along the line of the non-designated truck route. In lieu of a bill of lading, work order, or receipt of services, the county may accept at its discretion a letter provided to the driver bearing the signature of a person of authority on company letterhead that denotes the truck destination or delivery point along the line of non-designated truck route.
- b. Prohibited vehicles going to or from the carrier's terminal facilities physically located on a non-designated truck route.
- c. Prohibited vehicles traveling to or from a repair facility for service which is physically located on a non-designated truck route.
- d. Bobtail truck, defined as only the tractor with no trailer and/or chassis attached, going to or from, and parking at, the driver's residence located on a non-designated truck route.

- e. Wreckers on call, and emergency vehicles plainly marked with emergency equipment.
- (d) Any person who violates this section shall be guilty of a violation and, upon conviction thereof, shall be punished by a fine of not less than \$200 and not more than \$1,000 and/or 60 days confinement in the county jail.

**File Attachments for Item:**

13. Authorization for staff to schedule a Public Hearing on proposed changes to the Putnam County Code of Ordinances - Chapter 2 (Administration) (Postponed from the December 5, 2025 BOC meeting) (staff-CA)

**EXPLANATION OF DOCUMENTS:****Red language equals added text.****Struck through language equals deleted text.****Chapter 2 ADMINISTRATION****ARTICLE II. BOARD OF COMMISSIONERS****Sec. 2-36.3. County departments.**

It is hereby established for Putnam County Government, the following departments:

- (a) Animal services control.
- (b) Code enforcement
- (c) Finance.
- (d) Human resources
- (e) Oconee Springs Park, The Edgewater.
- (f) Planning and development.
- (g) Public buildings.
- (h) County clerk's office. Public information.
- (i) Public safety (ambulance, fire, rescue).
- (j) Public works.
- (k) Recreation.
- (l) Senior citizens center.
- (m) Transit.
- (n) Uncle Remus golf course.

(Ord. of 5-19-2009(2))

### **Sec. 2-37. Agenda. Regular Meeting Agenda.**

The county manager shall prepare a detailed agenda on the subjects to be covered or acted on and/or objectives to be met for each regular scheduled meeting, ~~called meeting, public hearing, or work session, or any other special meeting~~. The detailed agenda shall be made available to each commissioner at least three business days before each regular scheduled board meeting, ~~called meeting, public hearing, work session, or any other special meeting~~.

A commissioner may add one item items, or additional items with approval of the chairperson, to the agenda for regular scheduled meetings by providing notice to the county manager at least four business days prior to such meeting at any time, though any item requiring action must be added at least five four business days prior to a meeting by providing notice to the county manager. An action item added less than four business days may be discussed at the meeting and laid on the table for action at the next meeting. No items may be commented upon by a single commissioner for a period of time in excess of ten minutes (unless granted additional time by the chairperson). In case of an emergency, the board may waive this requirement.

~~A copy of the agenda and a list of those members present shall be made available to the public for inspection within two business days of the adjournment of any meeting.~~

### **Sec. 2-39. Minutes.**

The clerk of the board shall promptly record the minutes for each board meeting. The minutes shall serve as the official written record of the board meeting and shall be open for public inspection once approved as official by the board but in no case not later than immediately following the next regular meeting of the board. The minutes specify the names of commissioners present at the meeting, a description of each motion or other proposal made at the meeting, the name of the commissioner who proposed each motion, the name of the commissioner who seconded each motion, and a record of all votes. In the case of a roll call vote, the name of each commissioner voting for or against a proposal shall be recorded. ~~It shall be presumed that a commissioner has voted in the affirmative unless the minutes show otherwise. More~~ Detailed information may be included in the minutes at the request of the board.

The board must approve the minutes before they may be considered as an official record of the board. A copy of the minutes from the previous meeting shall be distributed to the commissioners at least three business days before the following meeting. ~~The minutes of the previous meeting shall be corrected and approved by the board at the beginning of each meeting. A majority vote is required for approval. Conflicts about the content of the minutes shall be brought to the clerk's attention prior to the board meeting and that section of the digital recording will be made available at the meeting prior to adoption of the minutes.~~ Upon

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being approved, the minutes shall be signed by the chairperson and attested by the clerk of the board of commissioners.

#### **Sec. 2-40. Order of business.**

All regular board meetings shall substantially follow an established order of business. The order shall be as follows:

- (1) Call to order;
- (2) Approval of agenda;
- (3) Invocation;
- (4) Pledge of allegiance;
- (5) Special presentations;
- (6) Public hearing, if necessary;
- (7) Public comments;
- (8) Consent agenda, approval of minutes;
- (9) Other agenda items;
- (10) County manager report;
- (11) County attorney report;
- (12) Commissioner announcements;
- (13) Closed session, if necessary;
- (14) Adjournment.

#### **Sec. 2-42. Public participation.**

Public participation in meetings of the board of commissioners shall be permitted in accordance with the provisions of this section.

- (a) *Public comments.* The board may allow public comments on agenda items during the public comment portion of any regular meeting and any non-agenda items, except personnel. Individuals desiring to address the board of commissioners are required to sign in prior to the commencement of the meeting or public hearing. Such comments by any one person should not exceed five three minutes. The chairperson shall have the right at any time to stop all public comments, when, in the chairperson's discretion, such input violates the provisions of this section. In addition, or as an alternative to speaking, written materials may be physically or electronically submitted to the board, though no county equipment or property shall be used for distribution or display of such materials other than for distribution to members of the

board. While the chairperson may recognize board members or staff during public comment, there is no obligation to respond to or address comments made by members of the public.

- (b) *Decorum.* Members of the public shall not make inappropriate or offensive comments at a board meeting and are expected to comply with the rules of decorum that are established for commissioners. Individuals violating any rules of the board may be ruled out of order by the chairperson or on a point of order made by a commissioner. The chairperson will rule on the point of order. An individual violating the rules of decorum may be removed from the meeting at the direction of the chairperson.
- (c) *Public hearings.* The board may schedule public hearings for the purpose of soliciting public comment on any subject of interest to the board. Hearings may be held immediately prior to, during or following a meeting of the board or at such other places and times as the board may determine. The rules of public participation described in subsection (a) above shall apply at any public hearing. Hearings on zoning decisions shall be governed in accordance with the zoning policies and procedures of the county.

**Sec. 2-45. Reserved Amendments to the rules.**

~~Any amendments to the rules of order must be submitted in accordance with section 1-14.~~

**Sec. 2-46. Regular meetings.**

Regular meetings of the board of commissioners shall be held at 10:00 a.m. on the first Friday of each month and at ~~5~~6:00 p.m. on the third Tuesday of each month. The regular meeting place will be the Putnam County Administration Building, at 117 Putnam Drive, Room 203 or such facility as established by the board of commissioners. Any change in meeting place will be advertised as required by law. A notice containing the foregoing information shall be posted and maintained in a conspicuous place available to the general public at the regular meeting place of the board. Meeting agenda will be posted 24 hours in advance.

**Sec. 2-47. Called Special meetings and rescheduled regular meetings.**

A regular meeting may be canceled, rescheduled or moved to a new location within the county by the chairperson for any reason. Called Other special meetings may be scheduled by the chairperson or at the request of a majority of commissioners. Whenever a rescheduled regular meeting or any other called special meeting is to be held at a time or place other than the regularly scheduled time or place, written notice of the change shall be posted for at least 24 hours in advance of the meeting at the regular meeting place. In addition, written or oral notice shall be given by the clerk at least 24 hours in advance of the meeting to either the legal organ of the county or a newspaper having general circulation at least equal to that of the legal organ, as well as to each member of the county governing authority.

## **Sec. 2-50. Suspending the rules of order.**

~~Rules of order may be suspended in the case of an emergency.~~ A motion to suspend the rules requires a second, is debatable, and requires a two-thirds vote of the board. Rules governing quorums (section 2-32), voting methods and requirements (sections 2-33 and 2-34), the notification to commissioners of meetings (sections 2-46 and 2-47) and rules necessary for compliance with state law may not be suspended.

## **Sec. 2-51. Committees.**

The chairperson, with the concurrence of the board, may create committees of members of the board to study any issue before the board. Any such committees may make recommendations to the board of commissioners but no committee shall be empowered to make any final decision on any matter before it for consideration. In addition to board members, committees may include other county elected officials, staff or citizens at large. Whenever a committee is created, its duties, any limitation on the scope of its duties, and the times, places, and periods of time for which the committee may operate shall be determined by the chairperson with the concurrence of the board. The chairperson or designee may shall serve as an ex officio member of all committees.

## **Sec. 2-53. Appointment procedures.**

Unless otherwise provided for by state law, appointments to all boards, authorities, and commissions shall be conducted in accordance with the procedures contained in this section.

- (a) The county clerk shall cause to be published in the county's legal organ an advertisement announcing any vacancies at least 14 days prior to any appointment.
- (b) Following the appropriate advertising period, the county clerk, or designee, shall prepare and provide to the commission, a spreadsheet format list of all qualified candidates whose applications were received timely by the county clerk.
- (c) Immediately after the agenda item has been called, the clerk will ~~verbally~~ announce the qualified candidates and present their application resume. A visually projected image of the spreadsheet prepared in subsection (b) above may be substituted.
- (d) For each vacant position, except as outlined in sections 14-4(b) and 66-150(b), each commissioner may nominate anyone on the qualified list. Each nomination must receive a second to be considered for a later vote. While it is desirable to have each district represented on all county boards, authorities, and commissions as well as to have as much representation across the entire county and its constituents as possible, the greater need is to have interested, qualified, and responsible applicants who will provide the greatest contribution to Putnam County in carrying out the necessary functions of these boards, authorities, and commissions. All candidates who have received a nomination and a second can be discussed by the commissioners.

Following discussion, a roll call vote will be taken. The proper response, to the call for a vote, is the name of the preferred candidate. The person receiving the majority vote of the commissioners will be the candidate selected. In those cases where there is not a tie and no one has received a majority vote, a second round of voting may be directed by the chairman.

- (e) No member of any board, authority, or commission shall be an employee of Putnam County as defined in Section I.D. of the Putnam County Personnel Manual. For the purposes of this subsection, a county commissioner is not considered an employee of Putnam County.
- (f) In the event that a position on one of the county's boards, authorities, commissions, or similarly established bodies becomes vacant prior to the expiration of its term, the vacancy shall be filled in the manner described above. If less than one year remains at the time an individual is appointed to fill such a vacancy, that individual shall also be reappointed to the position for the next successive term.

**Secs. 2-54—2-65. Reserved.**

**Sec. 2-141. Created.**

~~There is hereby created a committee to be known as the Putnam County Recreation Committee.~~

**Sec. 2-142. Purpose.**

~~The purpose of the committee is to advise the Board of Commissioners of Putnam County, Georgia, with respect to parks, playgrounds, recreation centers, and other recreational activities and facilities in the county, and to explore opportunities for devises, grants, gifts, and bequests of money and property for the purpose of providing, establishing, conducting, and maintaining parks, playgrounds, recreation centers, and other recreational activities, facilities, or purposes in the county. Provided, however, that the committee shall have no powers with respect to parks, playgrounds, recreation centers, or other recreational activities, facilities, or purposes in the county, and shall not seek or accept any devises, grants, gifts, or bequests of money or property for the purpose of providing, establishing, conducting, or maintaining parks, playgrounds, recreation centers, or other recreational activities, facilities, or purposes in the county without the prior approval of the Board of Commissioners of Putnam County, Georgia.~~

**Sec. 2-143. Members.**

~~The committee shall consist of six (6) members. Except for the chairperson and the ex officio member, the members shall be residents of the commissioner districts they represent and shall continue to reside in their respective districts during their term. The chairperson shall be a~~

~~resident of the county and shall continue to reside in the county during his or her term. The ex officio member shall be the director of the recreation department of the county and shall be a non voting member of the committee. Except as otherwise provided herein, the appointment procedures of Sec. 2-53 shall apply to the appointment of the members.~~

**Sec. 2-144. Terms.**

~~Except for the ex officio member, the terms of the members of the committee shall be from the date of their appointment until December 31 of the year in which they were appointed and until their successors are duly appointed. The term of the ex officio member shall run and be appurtenant to his or her employment as the director of the recreation department of the county.~~

**Sec. 2-145. Organization.**

~~After the initial appointment of all of the members of the committee, the members shall hold an organizational meeting, at the call of a majority of the members, to complete the organization of the committee by adopting bylaws. The bylaws may contain any provision for regulating and managing the affairs of the committee that is not inconsistent with the law or this division and, at a minimum, must fix the dates and times of the regular meetings of the committee, the quorum and voting requirements of the committee, and the voting and quorum requirements for the amendment of the bylaws.~~

**Sec. 2-146. Duties.**

~~The duties of the committee shall be as follows:~~

- ~~(a) The committee shall advise the county manager in developing the annual budget for parks, playgrounds, recreation centers, and other recreational activities, facilities, and purposes in the county;~~
- ~~(b) The committee shall explore opportunities for devises, grants, gifts, and bequests of money and property for the purpose of providing, establishing, conducting, and maintaining parks, playgrounds, recreation centers, and other recreational activities, facilities, and purposes in the county and shall seek or accept the same when instructed to do so by the Board of Commissioners of Putnam County, Georgia;~~
- ~~(c) The committee may incorporate and organize a nonprofit corporation, the directors of which shall be the members of the committee, the purpose of which shall be to seek or accept any devises, grants, gifts, or bequests of money or property for the purpose of providing, establishing, conducting, or maintaining~~

~~parks, playgrounds, recreation centers, or other recreational activities, facilities, or purposes in the county when so approved by the Board of Commissioners of Putnam County, Georgia;~~

- ~~(d) The committee, when required, shall prepare and file all returns and other documents required to maintain the nonprofit status of the nonprofit corporation under Section 501 (c) (3) of the Internal Revenue Code and tax exempt status under O.C.G.A § 48-7-25;~~
- ~~(e) The committee shall immediately pay into the county treasury any and all money and property acquired by it or the nonprofit corporation for the purpose of providing, establishing, conducting, or maintaining parks, playgrounds, recreation centers, or other recreational activities, facilities, or purposes in the county; and,~~
- ~~(f) The committee, by and through its chairperson, shall make quarterly reports to the Board of Commissioners of Putnam County, Georgia, with respect to its activities and to the parks, playgrounds, recreation centers, and other recreational activities, facilities, and purposes in the county.~~

**Sec. 2-147. Expenditure of devises, grants, gifts, and bequests.**

~~Any and all money and property paid into the county treasury by the committee or the nonprofit shall be deposited to the account of the Board of Commissioners of Putnam County, Georgia, and shall be withdrawn and paid out by the Board of Commissioners of Putnam County, Georgia, in the same manner as money appropriated for the Recreation Department of Putnam County, Georgia, or other recreation purposes of Putnam County, Georgia. Any and all such money and property shall be used to supplement the budget of the Recreation Department of Putnam County, Georgia, or be used for other recreation purposes of Putnam County, Georgia, and shall not be used for any other purposes.~~

**Sec. 2-148. Exclusion(s).**

~~The purpose and duties of the committee shall not extend to the Oconee Springs Park, but shall include Jimmy Davis Park, Poole Recreation Center, Uncle Remus Golf Course, and the Putnam County Swimming Pool.~~

**Sec. 2-149. Compensation.**

~~Except for the chairperson of the committee, the members shall be paid fifty dollars (\$50.00) per meeting that they attend. The chairperson shall be paid seventy-five dollars (\$75.00) per~~

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~~meeting that he or she attends. Provided, however, that no member may be paid for attending more than fourteen (14) meetings per year.~~

**Sec. 2-150. Repealer.**

~~This division shall stand repealed on April 4, 2027, unless it is continued in effect by the Board of Commissioners of Putnam County, Georgia, prior to that date.~~

**File Attachments for Item:**

14. Request to amend the approved minutes of the December 5, 2025 BOC Regular Meeting (RG)

## **Lynn Butterworth**

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**From:** Richard Garrett  
**Sent:** Monday, December 29, 2025 10:42 AM  
**To:** Lynn Butterworth  
**Subject:** Request to amend minutes from 12/5 BOC meeting

Hi Lynn,

This is not urgent, and I know you are not back in the office until 1/5, so of course please just reply then.

Mr. & Mrs. Vargo alerted me to a desired edit to the 12/5 BOC minutes. This pertains to their public comments (they want to reference GA Power specifically since the utility's jurisdiction is at the heart of their dispute). I offered to draft an amendment, as follows:

Mr. Bill Vargo commented on his property tax bill and a dispute with the Planning & Development department regarding a Georgia Power dredging permit.

Ms. Barbara Vargo also commented on a dispute with the Planning & Development department regarding a Georgia Power dredging permit.

They would be satisfied with this amendment.

What is the process to formally seek amendment to an already approved set of minutes? Do we just add it to the agenda for a forthcoming meeting?

Please advise.

Many thanks,  
Richard

Richard Garrett  
Putnam County Commissioner, District 2

4. Pledge of Allegiance (BS)

Chairman Sharp led the Pledge of Allegiance.

**Regular Business Meeting**

5. Public Comments

Mr. George Kelecheck submitted a handout and commented on KT (Kepner Tregoe) training.

Mr. Bill Vargo commented on his property tax bill and issues with the Planning & Development department regarding a land disturbance permit.

Ms. Barbara Vargo also commented on issues with the Planning & Development department regarding a land disturbance permit.

(Copy of handout made a part of the minutes on minute book page \_\_\_\_\_.)

6. Consent Agenda

- a. Approval of Minutes - November 18, 2025 Work Session (staff-CC)
- b. Approval of Minutes - November 18, 2025 Regular Meeting (staff-CC)

**Motion to approve the Consent Agenda.**

**Motion made by Commissioner McElhenney, Seconded by Commissioner Hersey.**

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

7. Discussion and possible action on Increasing Defined Contribution Limits-Presentation by Greg Gease (staff-CM)

County Manager Van Haute explained that Mr. Gease was here to inform the board about how other counties are handling their retirement programs.

Mr. Greg Gease submitted a handout comparing the retirement programs of counties near Putnam. He discussed a possible change in the employer match from 3% to 4% for defined contribution to be competitive in employment, especially for public safety employees. He advised that about 80% of Putnam County employees take advantage of the defined contribution program, although not all at the maximum amount.

County Manager Van Haute recommended increasing the defined contribution employer match to 4%. A resolution will be brought back to the next meeting for approval of this proposed change. No action was taken.

8. Proposed changes to the Putnam County Personnel Manual - Wellness Leave (staff-HR)

Mr. Billy Webster commented on the meaning of personal well-being and inquired about the difference between vacation days and wellness day, why three days, and why they cannot be used in September.

Ms. Barbara Vargo commented that when she worked for the county, she was always told it would cost a lot of tax dollars to take days off and inquired about why this was being done. Human Resources Director Miller talked about mental health statistics and that physical health and mental health are closely related. She advised that investing in the health of employees benefits the county. She explained that providing three wellness days would not increase the budget.

**Motion to approve the proposed changes to the Putnam County Personnel Manual - Wellness Leave with the amendment that staff explore a productivity metric that might give us a window into the impact this would have.**

Minutes	Page 2 of 5	Approved
December 5, 2025		December 16, 2025

**File Attachments for Item:**

15. Discussion and possible action to rescind the motion of December 16, 2025 regarding adopting a C-PACER program (SH)

**A RESOLUTION TO ESTABLISH AND APPROVE THE IMPLEMENTATION OF THE COMMERCIAL PROPERTY ASSESSED CONSERVATION, ENERGY AND RESILIENCY (C-PACER) PROGRAM (THE “C-PACER PROGRAM”) IN AND FOR PUTNAM COUNTY AND REQUESTING THE LAKE OCONEE AREA DEVELOPMENT AUTHORITY (THE “AUTHORITY”) TO ISSUE (I) ITS COMMERCIAL PROPERTY ASSESSED CONSERVATION, ENERGY AND RESILIENCY MASTER DRAW-DOWN TAXABLE REVENUE [BOND][NOTE] (THE “MASTER DRAW-DOWN C-PACER [BOND][NOTE]”) IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT ALLOWABLE BY GEORGIA LAW, AND (II) ITS COMMERCIAL PROPERTY ASSESSED CONSERVATION, ENERGY AND RESILIENCY TAXABLE REVENUE [BONDS][NOTES] (THE “SERIES C-PACER [BONDS][NOTES]”) TO EVIDENCE THE SPECIFIC TERMS OF EACH ADVANCE UNDER THE MASTER DRAW-DOWN C-PACER [BOND][NOTE], TO FINANCE OR REFINANCE THE COST OF QUALIFYING IMPROVEMENTS (AS DEFINED HEREIN); TO AUTHORIZE THE LEVY OF ASSESSMENTS (AS DEFINED HEREIN); TO APPROVE A FORM OF NOTICE OF ASSESSMENT AND LIEN AND AUTHORIZE THE ADMINISTRATIVE EXECUTION THEREOF; TO AUTHORIZE ACKNOWLEDGMENT OF SERVICE AND THE FILING OF AN ANSWER ON BEHALF OF THE COUNTY IN CONNECTION WITH VALIDATION PROCEEDINGS FOR THE MASTER DRAW-DOWN C-PACER [BOND][NOTE]; TO AUTHORIZE CERTAIN RELATED ACTIONS ALL IN CONNECTION WITH THE ISSUANCE OF THE MASTER DRAW-DOWN C-PACER [BOND][NOTE] AND THE SERIES C-PACER [BONDS][NOTES]; AND FOR OTHER RELATED PURPOSES.**

WHEREAS, the Lake Oconee Area Development Authority, a joint development authority and public body and corporate and politic (the “Authority”), has been created and is existing under and by virtue of the 1983 Constitution of the State of Georgia (the “Constitution”) and the laws of the State of Georgia (the “State”), in particular, the Development Authorities Law of the State (Official Code of Georgia Annotated (O.C.G.A.) § 36-62-1, et seq., as amended) (the “Act”) and activating resolutions of the Board of Commissioners (the “Board of Commissioners”) of the County of Putnam (the “County”) and of the Board of Commissioners of the County of Greene, duly adopted on the 20<sup>th</sup> day of December 1994 and the 8<sup>th</sup> day of December 1994, respectively; and

WHEREAS, the Act authorizes the Authority to issue its revenue bonds, notes or other obligations and use the proceeds thereof for the purpose of paying, or loaning or granting the proceeds thereof to pay, all or any part of the cost of any “qualifying improvement” (as further defined in the Act, a “Qualifying Improvement”); and

WHEREAS, Article IX, Section III, Paragraph I(a) of the 1983 Constitution of the State of Georgia (the “Constitution”) authorizes any county, municipality or other political subdivision of the State to contract for any period not exceeding 50 years with each other or with any other public agency, public corporation or public authority for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, but such contracts must deal with activities, services or facilities which the contracting parties are authorized by law to undertake or provide; and

WHEREAS, O.C.G.A. § 36-62-6.2(a)(1) expressly authorizes the Authority to make and execute “intergovernmental assessment agreements” (as defined in O.C.G.A. § 36-62-2.1(7)) for grants or loans to finance Qualifying Improvements; and

WHEREAS, the County desires to authorize the establishment by the Authority of the Commercial Property Assessed Conservation, Energy and Resiliency (C-PACER) Program (the “C-PACER Program”) in and for Putnam County, pursuant to O.C.G.A. § 36-62-19; and

WHEREAS, the County desires that the Authority (i) issue its Commercial Property Assessed Conservation, Energy and Resiliency Master Draw-Down Taxable [Revenue Bond][Promissory Note] (the “Master Draw-Down C-PACER [Bond][Note]”), in the maximum aggregate principal amount not to exceed the maximum amount allowable by Georgia Law for the purpose of financing or refinancing Qualifying Improvements (as defined herein), (ii) authorize the advance by a private entity registered with the Authority (a “Capital Provider”) of the purchase of all or a portion of the Master Draw-Down C-PACER [Bond][Note] and to evidence such advance, issue Series C-PACER [Bonds][Notes] (each, a “Series C-PACER [Bond][Note]”) to be secured by Assessments (as defined herein) collected under Assessment Agreements (as defined herein) and (iii) approve the “Commercial Property Assessed Conservation, Energy and Resiliency (C-PACER) Program Guidebook” (the “Program Guidebook”) and the appointment of a program administrator (together with any successors thereto, the “Program Administrator”) for the C-PACER Program; and

WHEREAS, it is contemplated that owners (each, a “Property Owner”) of “qualifying property” (as further defined in the Act, “Qualifying Property”) desiring to finance the cost of Qualifying Improvements will execute individual assessment agreements (each, an “Assessment Agreement”) between the Authority and the Property Owner, pursuant to which, among other things, the Property Owner will voluntarily request the imposition of a special assessment by the County under Article 2 of the Act (an “Assessment”) upon the Qualifying Property owned by the Property Owner and the Authority will agree to pay the costs of Qualifying Improvements; and

WHEREAS, the Master Draw-Down C-PACER [Bond][Note] and any Series C-PACER [Bonds][Notes] shall constitute limited and special obligations, payable solely from the Assessments collected under the Assessment Agreements; and

WHEREAS, pursuant to Section 36-62-17(f) of the Act, Assessments shall be billed and collected by the Tax Commissioner of Putnam County, Georgia (“Tax Commissioner”) in installments, in the same manner and at the same time as *ad valorem* taxes are billed and collected;

NOW, THEREFORE, BE IT RESOLVED, as follows:

Section 1. Authority for Ordinance. This ordinance is adopted pursuant to the provisions of the Constitution, the Act and other applicable laws of the State of Georgia.

Section 2. Implementation of C-PACER Program. The County hereby determines and declares that the C-PACER Program, as described herein, is hereby authorized and approved by the County to be established and implemented with the assistance of the Authority.

Section 3. Intergovernmental Assessment Agreement. Any Intergovernmental Assessment Agreement entered into in accordance with the C-PACER Program shall be substantially similar to the form attached hereto as Exhibit A, subject to such minor changes, insertions or omissions as may be approved by the Board, and the execution of the Intergovernmental Assessment Agreement by the Chairman as authorized shall constitute conclusive evidence of any such approval.

Section 4. Notices of Assessment and Lien. The Tax Commissioner is hereby authorized to administratively execute individual Notices of Assessment and Lien without further notice from the Board of Commissioners. The Notices of Assessment and Lien shall be substantially similar to the form attached hereto as Exhibit B, subject to such minor changes, insertions or omissions as may be made by the Authority.

Section 5. Levy of Assessments; Term of Assessment. The County does hereby authorize the levy of Assessments for a term not to exceed forty (40) years. The Authority is authorized to pledge Assessments levied and collected by or on behalf of the County pursuant to this resolution and the Assessments Agreements entered into by owners of “qualifying property” (as further defined in the Act, “Qualifying Property”) in Putnam County upon the effective date of this resolution.

Section 6. Validation. The Chairman is hereby authorized to acknowledge service on behalf of the County of the validation petition to be filed by the District Attorney for the Ocmulgee Judicial Circuit seeking the validation of the Master Draw-Down C-PACER Bond or Note and to verify the allegations contained in an answer to be prepared by the County Attorney seeking the validation of the Master Draw-Down C-PACER Bond or Note and the security to be provided therefor.

Section 7. Special Limited Obligation. The obligation of the County to make payments under the Intergovernmental Assessment Agreement and to perform any other obligations under the Intergovernmental Assessment Agreement shall constitute special limited obligations of the County, payable solely from the Assessments collected under the Assessment Agreements. Neither the faith and credit nor the taxing power of the State of Georgia or any political subdivision thereof (including the County) is pledged to the payment of the principal of or redemption price of, or the interest on the Master Draw-Down C-PACER Bond or Note] and any Series C-PACER Bonds or Notes.

Section 8. Actions of Chairman. The Chairman and other appropriate officers of the County are hereby authorized to certify and/or execute any documents, certificates or closing papers necessary to effect the purposes of the Intergovernmental Assessment Agreement, the Notices of Assessment and Lien and this resolution. All acts and doing of such officers of the County which are in conformity with the purposes and intents of this resolution and in furtherance of the execution, delivery and performance of the

Intergovernmental Assessment Agreement and the Notices of Assessment and Lien shall be, and the same hereby are, in all respects approved and confirmed.

Section 9. Partial Invalidity. In case any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid by a court of competent jurisdiction, such illegality or invalidity shall not affect any other provisions hereof unless expressly so held, but this resolution shall be construed and enforced as if such illegal or invalid provisions had not been contained herein, and this resolution shall be construed to adopt, but not to enlarge upon, all applicable provisions of Georgia law, and, if any provisions hereof conflict with any applicable provision of such law, the latter as adopted by the legislature and as interpreted by the courts of this state shall prevail and shall be substituted for any provision hereof in conflict or not in harmony therewith.

Section 10. Waiver. Any and all resolutions or parts of resolutions in conflict with this ordinance shall be waived to the extent of the conflict.

Section 11. Effective Date. This resolution shall be in full force and effect immediately upon its approval.

**IN WHITNESS WHEREOF**, this resolution is adopted by the Board of Commissioners of Putnam County on this 16<sup>th</sup> day December 2025.



B. W. "Bill" Sharp, Chairman

Attest:



Lynn Butterworth

Lynn Butterworth, County Clerk

## EXHIBIT "A"

**INTERGOVERNMENTAL ASSESSMENT AGREEMENT**

between

**DEVELOPMENT AUTHORITY OF [ ]**

and

[ ]

Dated as of \_\_\_\_\_, 202\_\_\_\_\_

This Intergovernmental Assessment Agreement and all right, title and interest of the [ ] (the “[City/County]”) and the Development Authority of [ ] (the “Authority”) in Assessments and all payments and other amounts derived hereunder (except for those certain rights that are excluded as part of the Security provided in Section 3.01 of the hereinafter defined Master Bond Resolution) have been pledged, assigned and set over to secure payment of the principal of, and the interest on Related Series C-PACER [Bonds][Notes] issued to evidence an Advance under the Master Draw-Down [Bond][Note] of the Authority issued under the Master C-PACER Resolution, dated as of even date herewith, as amended or supplemented from time to time, which Series C-PACER [Bonds][Notes] shall be issued in the form of the Authority’s Commercial Property Assessed Conservation, Energy and Resiliency Taxable [Revenue Bonds][Promissory Notes].

## TABLE OF CONTENTS

	Page
<b>ARTICLE I DEFINITIONS.....</b>	3
Section 1.1    Definitions.....	3
<b>ARTICLE II REPRESENTATIONS .....</b>	5
Section 2.1    Representations and Warranties by the Authority.....	5
Section 2.2    Representations and Warranties by the [City/County] .....	5
<b>ARTICLE III ISSUANCE OF SERIES C-PACER [BONDS][NOTES]; PROCEEDS; REPORTING REQUIREMENTS OF [CITY/COUNTY]; REPORTING REQUIREMENTS OF THE AUTHORITY .....</b>	7
Section 3.1    Agreement to Issue Series C-PACER [Bonds][Notes]; Application of Proceeds of C-PACER Bond .....	7
Section 3.2    Authority Agreement to Provide [City/County] with Documents and Information Related to Assessments .....	7
<b>ARTICLE IV EFFECTIVE DATE OF THIS INTERGOVERNMENTAL AGREEMENT; DURATION OF INTERGOVERNMENTAL AGREEMENT TERM; PAYMENT PROVISIONS.....</b>	8
Section 4.1    Effective Date of this Intergovernmental Agreement; Duration of Intergovernmental Agreement Term.....	8
Section 4.2    Payment of Assessment.....	8
Section 4.3    Assessment Payments Upon Payment in Full of Series C-PACER [Bonds][Notes] .....	9
Section 4.4    Reserved .....	9
Section 4.5    Obligations of [City/County] Hereunder Absolute and Unconditional .....	9
Section 4.6    [C-PACER Assessment Roll;] Assessment.....	9
Section 4.7    Limited Liability .....	10
<b>ARTICLE V ENFORCEMENT OF LIENS; ALLOCATION OF AMOUNTS COLLECTED THROUGH FORECLOSURE OF MUNICIPAL LIEN.....</b>	11
Section 5.1    Enforcement of Lien; Assessments .....	11
<b>ARTICLE VI NO AUTHORITY OR [CITY/COUNTY] REPRESENTATION REGARDING APPROVED C-PACER IMPROVEMENTS .....</b>	11
Section 6.1    No [City/County] or Authority Responsibility.....	11

ARTICLE VII SPECIAL PROVISIONS.....	11
Section 7.1    Further Assurances and Corrective Instruments, Recordings and Filings .....	11
ARTICLE VIII EVENTS OF DEFAULT AND REMEDIES .....	12
Section 8.1    Events of Default Defined.....	12
Section 8.2    Remedies on Default.....	12
Section 8.3    No Remedy Exclusive.....	13
Section 8.4    No Additional Waiver Implied by One.....	13
Section 8.5    Waiver of Appraisement, Valuation, Etc .....	13
ARTICLE IX MISCELLANEOUS .....	13
Section 9.1    Notices .....	13
Section 9.2    Binding Effect.....	14
Section 9.3    Severability .....	14
Section 9.4    Entire Contract .....	14
Section 9.5    Execution in Counterparts.....	14
Section 9.6    Captions .....	14
Section 9.7    Law Governing Construction of Agreement.....	15
Section 9.8    Beneficiary and Enforcement.....	15
Section 9.9    Time is of the Essence .....	15

## INTERGOVERNMENTAL ASSESSMENT AGREEMENT

THIS INTERGOVERNMENTAL ASSESSMENT AGREEMENT (“Intergovernmental Agreement”) is entered into as of \_\_\_\_\_, 202[ ], by and between the DEVELOPMENT AUTHORITY OF [ ] (the “Authority”), a public body corporate and politic duly organized and existing under the Constitution and laws of the State of Georgia, including the hereinafter defined Act, and the [ ] (the “[City/County”]), a [municipal corporation / county] and a political subdivision of the State of Georgia, and acknowledged by the [ ] Tax Commissioner;

### WITNESSETH:

WHEREAS, the Authority has been created pursuant to the provisions of an act of the General Assembly of the State of Georgia known as the “Development Authorities Law” (O.C.G.A. 36-62-1, *et seq.*, as amended) (the “Act”), and an activating resolution of the [City Council / Board of Commissioners] of the [City/County], the Authority has been activated as required by the terms of the Act, its directors have been appointed as provided therein and are currently acting in that capacity; and

WHEREAS, the Act empowers the Authority to issue and validate its revenue bonds, notes or other obligations, in accordance with the Act and the applicable provisions of the Revenue Bond Law of the State of Georgia (O.C.G.A. § 36-82-60, *et seq.*), (the “Revenue Bond Law”) as heretofore and hereafter amended, for the purpose of paying, or loaning or granting the proceeds thereof to pay, all or any part of the cost of any “qualifying improvement” (as defined in the Act); and

WHEREAS, Article IX, Section III, Paragraph I(a) of the 1983 Constitution of the State of Georgia (the “Constitution”) authorizes any county, municipality or other political subdivision of the State to contract for any period not exceeding 50 years with each other or with any other public agency, public corporation or public authority for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, but such contracts must deal with activities, services or facilities which the contracting parties are authorized by law to undertake or provide; and

WHEREAS, O.C.G.A. § 36-62-6.2(a)(1) expressly authorizes the Authority to make and execute “intergovernmental assessment agreements” (as defined in O.C.G.A. § 36-62-2.1(7)) for grants or loans to refinance “qualifying improvements” (as defined in the Act); and

WHEREAS, the [City/County] has authorized the establishment of a “program” (as defined in O.C.G.A. § 36-62-2.1(9)) pursuant to O.C.G.A. § 36-62-19 and a [Resolution \_\_\_\_\_] of the [City Council/Board of Commissioners] adopted on [ ] (the “[City / County] Authorizing Resolution”), which [City/County] Authorizing Resolution authorized the execution and delivery of this Intergovernmental Agreement; and

WHEREAS, pursuant to Article IX, Section III, Paragraph I of the Constitution and O.C.G.A. § 36-62-17, the [City/County] desires to enter into this Intergovernmental Agreement

with the Authority to facilitate the financing or refinancing of the costs of certain Approved C-PACER Improvements (as defined herein); and

**WHEREAS**, the Authority adopted its Master C-PACER Resolution on [\_\_\_\_\_], 202[\_] (the “**Master C-PACER Resolution**”) which established the Development Authority of [\_\_\_\_\_] Commercial Property Assessed Conservation, Energy and Resiliency (C-PACER) Program (the “**C-PACER Program**”), and thereunder authorized (i) the issuance of its Commercial Property Assessed Conservation, Energy and Resiliency Master Draw-Down Taxable [Revenue Bond][Promissory Note] (the “**Master Draw-Down C-PACER [Bond][Note]**”) in an aggregate principal amount not to exceed \$[\_\_\_\_\_] for the purpose of financing or refinancing Approved C-PACER Improvements (as defined herein) and (ii) the advance by a private entity registered with the Authority (“**Capital Provider**”) to purchase all or a portion of the Master Draw-Down C-PACER [Bond][Note] and to evidence such advance, the issuance by the Authority of Series C-PACER [Bonds][Notes] (the “**Series C-PACER [Bonds][Notes]**”) each attributable to a Related Project as further authorized by individual Issuance Certificates pursuant to the Master C-PACER Resolution, (iii) the approval of the Program Guidebook (as defined herein) and the appointment of the Program Administrator (as defined herein) and (iv) the execution and delivery of this Intergovernmental Agreement; and

**WHEREAS**, the Authority and [\_\_\_\_\_] as program administrator (the “**Program Administrator**”), have entered into a Program Administration Agreement, dated as of [\_\_\_\_\_] (the “**Program Administration Agreement**”) pursuant to which the Program Administrator has agreed to (i) undertake certain actions on behalf of the Authority and perform certain services in connection with the C-PACER Program and (ii) review applications for the financing or refinancing of Approved C-PACER Improvements under the C-PACER Program and confirm that any Approved C-PACER Improvements and Related Series C-PACER [Bonds][Notes] comply with the Act and the Program Guidebook; and

**WHEREAS**, it is contemplated that eligible commercial property owners (each a “**Property Owner**”) desiring to finance Approved C-PACER Improvements through the C-PACER Program will execute individual assessment agreements (each, an “**Assessment Agreement**”) between the Authority and the Property Owner, pursuant to which the Property Owner will agree to pay a special assessment levied by the [City/County] pursuant to Article 2 of the Act (“**Assessments**”) sufficient in amount to repay the Related Series C-PACER [Bonds][Notes] issued to fund such Approved C-PACER Improvements (including the Related Assessment Administrative Fee); and

**WHEREAS**, the Series C-PACER [Bonds][Notes] shall constitute special limited obligations of the Authority, limited to payments it receives from the [City / County] under this Intergovernmental Agreement, which are derived from Assessments paid by the Property Owner under the Assessment Agreement with the Authority, which shall be administratively acknowledged by the Tax Commissioner, providing for the imposition of Assessments upon such property in an amount sufficient to pay the principal of and interest on the C-PACER Bonds and other amounts;

**NOW, THEREFORE:**

In consideration of the above and foregoing premises and the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged and confessed by each of the parties hereto, the Authority and the [City/County] agree as follows:

## ARTICLE I

### DEFINITIONS

**Section 1.1 Definitions.** In addition to the words and terms elsewhere defined in this Intergovernmental Agreement, the following words and terms as used in this Intergovernmental Agreement shall have the following meanings unless the context or use indicates another or different meaning or intent and any other words and terms defined in the Master C-PACER Resolution shall have the same meanings when used herein as assigned them in the Master C-PACER Resolution unless the context or use clearly indicates another or different meaning or intent, and such definitions shall be equally applicable to both the singular and plural forms of the words and terms herein defined:

**“Approved C-PACER Improvements”** means, as permitted by the Act, Qualifying Improvements described in the Program Guidebook which are approved by the Program Administrator thereunder for participation in the C-PACER Program.

**“Assessment” or “Assessments”** means a special assessment(s) levied on the Participating Parcel(s) by the [City/County] pursuant to Article 2 of the Act as provided in an Assessment Agreement or Assessment Agreements securing a Series C-PACER [Bonds][Notes].

**“Assessment Agreement”** means an Assessment Agreement between a Property Owner and the Authority, pursuant to which, among other things, the Authority agrees to pay the costs of Approved C-PACER Improvements and the Property Owner requests the imposition of an Assessment or Assessments on Participating Parcel(s).

**“Authority”** means the Development Authority of [\_\_\_\_\_], a public body corporate and politic of the State of Georgia duly created and existing pursuant to the Act, and its successors and assigns.

**“Approval Certification”** means the approval certification delivered to the [City/County] by the Program Administrator approving the Financing Application of the Property Owner, which certification shall include, among other things, a certification as to the Approved C-PACER Improvements to be financed or refinanced by the allocable Assessment Agreement.

[“C-PACER Assessment Roll” shall have the meaning ascribed in Section 4.6 hereof.]

**“Collection Agreement”** means [\_\_\_\_\_.].<sup>1</sup>

<sup>1</sup> NTD: Necessary for municipalities that have tax collection agreements with the Tax Commissioner of County, in which municipality appoints Tax Commissioner to collect taxes on behalf of the municipality. Insert name of Collection Agreement.

**“Funds Custodian”** means [\_\_\_\_\_], or any successor or assignee, under the Master C-PACER Resolution.

**“Herein”, “hereby”, “hereunder”, “hereof”, “hereinabove” and “hereinafter”** and other equivalent words refer to this Intergovernmental Agreement and not solely to the particular portion hereof in which any such word is used.

**“Intergovernmental Agreement”** means this Intergovernmental Assessment Agreement as it now exists and as it may hereafter be amended.

**“Lienholder Consent”** means, with respect to any Series C-PACER [Bonds][Notes], a written consent of the holder of any prior lien, mortgage, or security deed encumbering the Related Participating Parcel in the form attached to the Master C-PACER Resolution.

**“Master C-PACER Resolution”** shall have the meaning ascribed to such term in the recitals hereto.

**“Notice of Assessment and Lien”** means a notice of assessment and lien meeting the requirements of O.C.G.A. § 36-62-8.2(c) and other applicable requirements of the Act, executed by the [City/County].

**“Program Administrator”** means, initially, [\_\_\_\_\_], a [\_\_\_\_\_].

**“Program Guidebook”** means that certain Development Authority of [\_\_\_\_\_] Commercial Property Assessed Conservation, Energy and Resiliency (C-PACER) Program Guidebook, approved by the Authority, which establishes appropriate guidelines, specifications, approval criteria, and other forms consistent with administering the C-PACER Program and not detailed in the Act, including forms for, among other things, the Assessment Agreement (as may be updated from time to time solely with the approval of each of the Authority and the Property Owner).

**“Qualifying Improvement”** means, as set forth in O.C.G.A. § 36-62-2.1(12), a permanently affixed energy efficiency improvement, renewable energy improvement, water conservation improvement, or “resiliency improvement” (as defined in O.C.G.A. § 36-62-2.1(12)) installed on Qualifying Property as part of the construction or renovation of such Qualifying Property.

**“Qualifying Property”** means privately owned or leased commercial, industrial, or agricultural real property or multifamily residential real property with five or more dwelling units.

**“Series C-PACER [Bonds][Notes]”** shall have the meaning ascribed to such term in the recitals hereto.

**“Servicer”** means, with respect to any Series C-PACER [Bonds][Notes], an entity designated as the “Servicer” in an Issuance Certificate and Supplemental Resolution approving the issuance of such Series C-PACER [Bonds][Notes], including a successor or assign of such entity, which entity may also be a Capital Provider for such Series C-PACER [Bonds][Notes].

## ARTICLE II

### REPRESENTATIONS

**Section 2.1 Representations and Warranties by the Authority.** The Authority makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The Authority is authorized to enter into the transactions contemplated by this Intergovernmental Agreement and to carry out its obligations hereunder, has been duly authorized to execute and deliver this Intergovernmental Agreement, and will do or cause to be done all things necessary to preserve and keep in full force and effect its status and existence as a body politic and corporate of the State of Georgia;

(b) This Intergovernmental Agreement has been duly executed and delivered by the Authority and constitutes the legal, valid and binding obligation of the Authority, enforceable in accordance with its terms, except as enforcement may be limited by the application of equitable principles;

(c) The financing or refinancing of the costs of Approved C-PACER Improvements, the issuance of the Master Draw-Down C-PACER [Bond][Note] and the issuance of the Series C-PACER [Bonds][Notes] as evidence of an advance of some or all of the purchase price of the Master Draw-Down C-PACER [Bond][Note], the execution and delivery of this Intergovernmental Agreement and the Master C-PACER Resolution, and the performance of all covenants and agreements of the Authority contained in this Intergovernmental Agreement and in the Master C-PACER Resolution and of all other acts and things required under the Constitution and laws of the State to make this Intergovernmental Agreement a valid and binding obligation of the Authority, in accordance with its terms, are authorized by law and have been duly authorized by proceedings of the Authority adopted at public meetings thereof duly and lawfully called and held; and

(d) There is no litigation or proceeding pending, or to the knowledge of the Authority threatened, against the Authority or against any person having a material adverse effect on the right of the Authority to execute this Intergovernmental Agreement or the ability of the Authority to comply with any of its obligations under this Intergovernmental Agreement.

**Section 2.2 Representations and Warranties by the [City/County].** The [City/County] makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The [City/County] is a [municipal corporation and a]<sup>2</sup> political subdivision under the laws of the State having power to enter into and execute and deliver this Intergovernmental Agreement and, by proper action of its governing body, has authorized the execution and delivery of this Intergovernmental Agreement and the taking of any and all such

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<sup>2</sup> NTD: Retain only for municipalities.

actions as may be required on its part to carry out, give effect to, and consummate the transactions contemplated by this Intergovernmental Agreement, including the execution, delivery and performance of individual Related Assessment Agreements, and no approval, referendum or other action by any governmental authority, agency, or other person or persons is required in connection with the delivery and performance of this Intergovernmental Agreement by the [City/County] except as shall have been obtained as of the date hereof;

(b) The [City/County] is authorized by law (in particular, Article 2 of the Act), to impose, bill and collect the Assessments as provided herein;

(c) This Intergovernmental Agreement [and the Collection Agreement] ha[s/ve] been duly executed and delivered by the [City/County] and [each] constitutes the legal, valid, and binding obligation of the [City/County], enforceable in accordance with [its/their] terms, except as enforcement may be limited by the application of equitable principles;<sup>3</sup>

(d) The [City/County] Authorizing Resolution has been duly adopted and has in no way been altered or repealed and are in full force and effect as of the date hereof;

(e) The authorization, execution, delivery, and performance by the [City/County] of this Intergovernmental Agreement and compliance by the [City/County] with the provisions hereof do not and will not violate the laws of the State relating to the [City/County] or constitute a breach of or a default under, any other law, court order, administrative regulation, legal decree, agreement or other instrument to which it is a party or by which it is bound; and

(f) There is no litigation or proceeding pending, or to the knowledge of the [City/County] threatened, against the [City/County] or any other person having a material adverse effect on the enforceability of the [City/County] Authorizing Resolution or the right of the [City/County] to execute this Intergovernmental Agreement or the ability of the [City/County] to comply with any of its obligations under this Intergovernmental Agreement.

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<sup>3</sup> NTD: Reference to Collection Agreement should be retained only if the participating local government is a municipality.

## ARTICLE III

### ISSUANCE OF SERIES C-PACER [BONDS][NOTES; PROCEEDS; REPORTING REQUIREMENTS OF [CITY/COUNTY]; REPORTING REQUIREMENTS OF THE AUTHORITY

**Section 3.1 Agreement to Issue Series C-PACER [Bonds][Notes]; Application of Proceeds of C-PACER Bond.** The Authority agrees that it will authorize the Series C-PACER [Bonds][Notes] to be issued and delivered from time to time as Related Series C-PACER [Bonds][Notes] to and corresponding with Assessment Agreements of like term, and will cause, simultaneously with the issuance and delivery of such Series C-PACER [Bonds][Notes], the proceeds of such Series C-PACER [Bonds][Notes] to be applied so as to provide for Approved C-PACER Improvements as specified in the Master C-PACER Resolution, the Program Guidebook and the Act.

**Section 3.2 Authority Agreement to Provide [City/County] with Documents and Information Related to Assessments.**

(a) The Authority shall provide the [City/County] with the following documents simultaneously with the execution and delivery of this Intergovernmental Agreement and shall, within ten (10) Business Days of any amendment or modification, provide such amended document:

- (i) Master C-PACER Resolution (including the Form of Issuance Certificate);
- (ii) The final Program Guidebook;
- (iii) The form of Assessment Agreement; and
- (iv) The form of Lienholder Consent;

(b) Simultaneously with the execution of any Assessment Agreement, the Authority shall (x) provide (or cause the Program Administrator to provide) to an authorized representative of the [City/County]'s [Chief Financial Officer or Treasurer] or (y) cause such authorized representative of the [City/County]'s [Chief Financial Officer or Treasurer] referred to in (x) to have electronic access to, the following information in a specified electronic file format:

- (i) the name of each Property Owner that has executed the related Assessment Agreement;
- (ii) the tax-parcel ID number(s) corresponding to property on which Approved C-PACER Improvements are to be installed;
- (iii) the amount of the principal component of the related Assessment Agreement;
- (iv) the term of the related Assessment Agreement(s);

- (v) a description of the Approved C-PACER Improvements; and
- (vi) a copy of the fully executed Assessment Agreement(s);

(c) The Authority shall retain, or cause the Program Administrator to retain, documentation of the following information, which shall be available upon request by an authorized representative of the [City/County]'s [Chief Financial Officer]:

- (i) the assessment ratio (C-PACER Assessment to Assessed Value of Property) for each property on which Approved C-PACER Improvements are to be installed;
- (ii) a copy of each executed Lienholder Consent; and
- (iii) the Approval Certification.

**Section 3.3 [City/County] Agreement to Provide Authority with Opinion.** In connection with each issuance of Series C-PACER [Bonds][Notes] to evidence an Advance under the Master Draw-Down C-PACER [Bond][Note], the [City/County] shall cause to be provide a written opinion of the [City / County] Attorney to the effect that this Intergovernmental Agreement has been duly authorized, executed and delivered by the [City / County] and is enforceable against the [City / County] in accordance with its terms, subject to bankruptcy and equitable principles.

## ARTICLE IV

### **EFFECTIVE DATE OF THIS INTERGOVERNMENTAL AGREEMENT; DURATION OF INTERGOVERNMENTAL AGREEMENT TERM; PAYMENT PROVISIONS**

**Section 4.1 Effective Date of this Intergovernmental Agreement; Duration of Intergovernmental Agreement Term.** This Intergovernmental Agreement shall become effective upon its execution and delivery and, subject to the other provisions of this Intergovernmental Agreement, shall expire on [\_\_\_\_\_], 20[\_\_\_\_]<sup>4</sup>, provided that this Intergovernmental Agreement shall in no event extend for more than fifty (50) years from its effective date. Upon such expiration, if all other financial obligations of the parties hereto have been paid, the [City/County] shall be relieved of any further payments hereunder.

**Section 4.2 Payment of Assessment.** Subject to the terms and conditions set forth herein, the [City/County] hereby covenants to pay or cause the Tax Commissioner(s) to, on or before the 15<sup>th</sup> day of each calendar month (or the next Business Day if such day is not a Business Day), commencing on [\_\_\_\_\_], pay to the Funds Custodian (i) for deposit into the related subaccount of the Assessment Collection Account of the Revenue Fund created under Section 4.01 of the Master C-PACER Resolution for Related Series C-PACER [Bonds][Notes], any amounts representing Assessments for Series C-PACER [Bonds][Notes] (ii) for deposit into the Related Series Administrative Expense Account of the Administrative Expense Fund created under Section 4.01 of the Master C-PACER Resolution, any amounts representing Administrative Expenses for

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<sup>4</sup> NTD: Date to match maturity date of Master Draw-Down [Bond][Note].

Related Series C-PACER [Bonds][Notes]. The [City/County] shall cause the Tax Commissioner to notify the Program Administrator of such payments.

**Section 4.3 Assessment Payments Upon Payment in Full of Series C-PACER [Bonds][Notes].** If the amounts held by the Funds Custodian in a subaccount of the Assessment Collection Account or a subaccount of the Prepayment Account of the Revenue Fund with respect to Related Series C-PACER [Bonds][Notes] should be sufficient to pay, at the times required, the total principal of, redemption premium (if any) and interest on all Related Series C-PACER [Bonds][Notes] then remaining unpaid, the [City/County] shall not be obligated to make any further payments of Assessments for such Related Series C-PACER [Bonds][Notes] to the Funds Custodian.

**Section 4.4 Reserved.**

**Section 4.5 Obligations of [City/County] Hereunder Absolute and Unconditional.** The obligations of the [City/County] (a) to pay the full amount of Assessments received to the Funds Custodian on behalf of the Authority, and (b) to cause the Tax Commissioner to perform and observe the other agreements on its part contained herein in accordance with the Act shall be absolute and unconditional. Until the later of or such time as the principal of and interest on all Outstanding Series C-PACER [Bonds][Notes] shall have been paid in full or provision for the payment thereof shall have been made in accordance with the Master C-PACER Resolution, the [City/County] (a) will not suspend or discontinue any payments provided for in Section 4.2 hereof except to the extent the same have been prepaid, (b) will perform and observe all of its other agreements contained in this Intergovernmental Agreement and (c) will not terminate this Intergovernmental Agreement for any cause, including, without limiting the generality of the foregoing, any acts or circumstances that may constitute failure of consideration, any failure of the Authority to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Intergovernmental Agreement, or the Master C-PACER Resolution.

NOTWITHSTANDING THE PRIOR PARAGRAPH OR ANYTHING HEREIN TO THE CONTRARY, THE OBLIGATION OF THE [CITY/COUNTY] TO PAY ASSESSMENTS AND OTHER AMOUNTS DUE HEREUNDER SHALL BE A SPECIAL LIMITED OBLIGATION OF THE [CITY/COUNTY], LIMITED SOLELY TO AMOUNTS COLLECTED BY OR ON BEHALF OF THE [CITY/COUNTY] PURSUANT TO ASSESSMENT AGREEMENTS. THE [CITY/COUNTY] HAS NOT PLEDGED ITS FULL FAITH AND CREDIT, NOR ITS TAXING POWER TO THE REPAYMENT OF ITS OBLIGATIONS HEREUNDER, EXCEPT TO THE EXTENT OF AMOUNTS RECEIVED AS ASSESSMENTS. THE ASSESSMENTS DO NOT CONSTITUTE AD VALOREM TAXES.

Each party hereto reserves, and shall retain, all rights and remedies it may have for breach of any representation, warranty or covenant or defaults in the performance or payment of any obligation owed hereunder provided such rights and remedies are pursued as independent causes of action in separate proceedings.

**Section 4.6 [C-PACER Assessment Roll;] Assessment.** Upon the receipt by the [City/County] of all information specified in Section 3.2(b)(i)-(vi) herein, the [City/County] shall

execute and the Program Administrator shall record or cause to be recorded (at or prior to the time that the Related Servicer for Related Series C-PACER [Bonds][Notes]) directs such recording), a Notice of Assessment and Lien with the Clerk of Superior Court of the County. Pursuant to O.C.G.A. § 36-62-17(d), the Assessment shall (a) constitute a lien against the Participating Parcel on which the Assessment is imposed, from the date on which the Notice of Assessment and Lien is recorded until the Assessment, interest, and penalties are paid in full and (b) have the same priority status as a lien for ad valorem taxes levied by the [City/County].

**[ALTERNATIVE #1 (NO ASSESSMENT ROLL):** No later than [five Business Days] following the recordation of the Notice of Assessment and Lien, the Authority (or the Program Administrator, acting on behalf of the Authority at the direction of the Related Servicer) shall provide to the Tax Commissioner the information specified in Section 3.2(b)(i)-(iv) hereof for the Related Assessment. For each Property Owner that has signed an Assessment Agreement and for which a Notice of Assessment and Lien has been recorded, the [City/County] shall direct the Tax Commissioner to include such information, as appropriate, either (a) as a separate line item on such Property Owner's ad valorem tax bill or (b) on a bill separate from such Property Owner's ad valorem tax bill; provided that if the Tax Commissioner does not receive such information by [July 1],<sup>5</sup> it shall not be required to bill for such Assessment until the subsequent tax year.]<sup>6</sup>

**[ALTERNATIVE #2 (ADOPTION OF ASSESSMENT ROLL):** To facilitate the Tax Commissioner's billing and collection of the Assessments, the [City/County] agrees that it shall, on an annual basis, present legislation to [City/County] [Council / Board of Commissioners] approving the information contained in Section 3.2(b)(i)-(iv) for all Assessments imposed pursuant to a Notice of Assessment and Lien recorded by or on behalf of the [City/County] in the prior applicable year pursuant to the Act (the "**C-PACER Assessment Roll**") and ratifying the C-PACER Assessment Roll (the "**C-PACER Assessment Roll Legislation**"). The [City/County] shall cause evidence of the C-PACER Assessment Roll and the C-PACER Assessment Roll Legislation to be transmitted to the Tax Commissioner of the County in which each related Participating Parcel is located. For each Property Owner that has signed an Assessment Agreement under the C-PACER Program and for which a Notice of Assessment and Lien has been recorded, the [City/County] shall direct the Tax Commissioner to include information from the C-PACER Assessment Roll, as appropriate, either (a) as a separate line item on such Property Owner's ad valorem tax bill or (b) on a bill separate from such Property Owner's ad valorem tax bill.]

**Section 4.7 Limited Liability.** The financial liability of the Authority and the [City/County] for failure to perform any of their obligations under this Intergovernmental Agreement shall be limited to amounts received by the [City/County] under the Collection Agreement or paid to, or on behalf of the Authority under this Intergovernmental Agreement. No official, director, member, officer, employee or agent of the Authority or the [City/County], including the persons executing this Intergovernmental Agreement, shall be liable personally hereunder or for any reason relating to the issuance of the Series C-PACER [Bonds][Notes]. No recourse shall be held against any official, director, member, officer, employee or agent, past,

<sup>5</sup> NTD: Tax Commissioner to require that it receives information prior to the date upon which it generates property tax bills for given year.

<sup>6</sup> NTD: Neither the C-PACER Act nor any other provision of Georgia law expressly requires a participating local government (i.e., the [City/County]) to ratify the levy of a C-PACER Assessment. A participating local government may want to take such an action, depending on its custom.

present or future, of the Authority or the [City/County] for the payment of the principal of or the interest on the Series C-PACER [Bonds][Notes], or for any claim based therein, or otherwise in respect thereof, or based on or in respect of this Intergovernmental Agreement, any obligation, covenant or agreement contained herein or any amendment hereto, or any successor whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment penalty or otherwise, all such liability being, by the acceptance hereof and as part of the consideration for the issuance of the Series C-PACER [Bonds][Notes], expressly waived and released.

## ARTICLE V

### ENFORCEMENT OF LIENS; ALLOCATION OF AMOUNTS COLLECTED THROUGH FORECLOSURE OF MUNICIPAL LIEN

**Section 5.1 Enforcement of Lien; Assessments.** The Authority and the [City/County] shall and do hereby jointly direct the Tax Commissioner, on their behalf, to exercise all remedies for collection of delinquent Assessments on a co-equal parity basis with other ad valorem taxes levied by the [City/County] as provided in O.C.G.A. § 48-2-56 and O.C.G.A. § 36-62-17(d)(2); provided that amounts collected by the Tax Commissioner [pursuant to the Collection Agreement] through any foreclosure proceeding in which less than the full amount of municipal taxes and assessments due for a subject property is received shall be paid to the Funds Custodian for the Series C-PACER [Bonds][Notes] on a *pro rata* basis in proportion to the percentage of the collected fees, taxes and assessments originally levied by the [City/County] on such property.

## ARTICLE VI

### NO AUTHORITY OR [CITY/COUNTY] REPRESENTATION REGARDING APPROVED C-PACER IMPROVEMENTS

**Section 6.1 No [City/County] or Authority Responsibility.** Neither the [City/County] nor the Authority shall have any responsibility for the acquisition, construction, assembly, installation, modification, renovation or rehabilitation of Approved C-PACER Improvements and makes no representation regarding any energy or water resource conservation or improved resiliency expected to be achieved through the acquisition, construction, assembly, installation, modification, renovation or rehabilitation of such improvements.

## ARTICLE VII

### SPECIAL PROVISIONS

**Section 7.1 Further Assurances and Corrective Instruments, Recordings and Filings.** The Authority and the [City/County] agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be necessary for carrying out the intention of or facilitating the performance of this Intergovernmental Agreement.

## ARTICLE VIII

### EVENTS OF DEFAULT AND REMEDIES

**Section 8.1 Events of Default Defined.** The following shall be “events of default” under this Intergovernmental Agreement and the terms “event of default” and “default” shall mean, whenever they are used in this Intergovernmental Agreement, any one or more of the following events:

(a) Failure by the [City/County] to provide for Intergovernmental Agreement Payments required to be paid under Section 4.2 hereof at the times specified therein;

(b) Failure by the [City/County] to observe and perform any covenant, condition or agreement of this Intergovernmental Agreement on its part to be observed or performed, other than as referred to in subsection (a) of this section, for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, shall have been given to the [City/County] by the Authority, unless the Authority shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the period specified herein, the Authority will not unreasonably withhold its consent to an extension of such time if it is possible to correct such failure and corrective action is instituted by the [City/County] within the applicable period and diligently pursued until the default is corrected; and

(c) An “Event of Default” shall have occurred under the Master C-PACER Resolution.

**Section 8.2 Remedies on Default.** Whenever any event of default referred to in Section 8.1 hereof shall have happened and be subsisting, the Authority (or the Program Administrator acting on behalf of the Authority), as provided in the Master C-PACER Resolution, may take any one or more of the following remedial steps:

(a) The Authority or the Program Administrator may require the [City/County] to furnish copies of all books and records of the [City/County] pertaining to the Assessments [and the Collection Agreement]<sup>7</sup>;

(b) The Authority may take whatever action at law or in equity may appear necessary or desirable to collect Assessments then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the [City/County] under this Intergovernmental Agreement [or the Collection Agreement]<sup>8</sup>; and

(c) The Authority shall exercise all remedies at law or in equity or otherwise, as provided for in the Master C-PACER Resolution.

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<sup>7</sup> NTD: Reference to Collection Agreement should be retained only if participating local government is a municipality.

<sup>8</sup> NTD: Reference to Collection Agreement should be retained only if participating local government is a municipality.

Any amounts collected pursuant to action taken under this section shall be paid into the applicable accounts and subaccounts of the Revenue Fund created under the Master C-PACER Resolution and applied in accordance with the provisions of the Master C-PACER Resolution.

**Section 8.3 No Remedy Exclusive.** No remedy herein conferred upon or reserved to the Authority or the Program Administrator is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Intergovernmental Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Authority [or the Program Administrator] to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice or notices as may be herein expressly required. Such rights and remedies as are given to the Authority hereunder shall also extend to the Program Administrator, and each of the holders of the Series C-PACER [Bonds][Notes] shall be deemed third party beneficiaries of all covenants and agreements herein contained.

**Section 8.4 No Additional Waiver Implied by One.** If any agreement contained in this Intergovernmental Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

**Section 8.5 Waiver of Appraisement, Valuation, Etc.** If the [City/County] should default under any of the provisions of this Intergovernmental Agreement, the [City/County] agrees to waive, to the extent it may lawfully do so, the benefit of all appraisement valuation, stay, extension or redemption laws now or hereafter in force, and all right of appraisement and redemption to which it may be entitled.

## ARTICLE IX

### MISCELLANEOUS

**Section 9.1 Notices.** All notices and other communications required or contemplated hereunder will be in writing and will be (a) mailed by first-class mail, postage prepaid certified or registered with return receipt requested, or delivered by a reputable independent courier service, and will be deemed given two (2) business days after being deposited in an official U.S. mail depository (if mailed) or when received at the addresses of the parties set forth below (if couriered), or at such other address furnished in writing to the other parties or (b) sent by electronic mail.

(a) If to the Authority – Development Authority of [\_\_\_\_\_]  
 [\_\_\_\_\_]  
 [\_\_\_\_\_]  
 Attention: [\_\_\_\_\_]  
 E-mail: [\_\_\_\_\_]

(b) If to the [City/County] – [City/County] of [\_\_\_\_\_], Georgia

[\_\_\_\_\_]  
 [\_\_\_\_\_]  
 [\_\_\_\_\_]

Attention: [\_\_\_\_\_]  
 E-mail: [\_\_\_\_\_]

(c) If to the Funds Custodian –

[\_\_\_\_\_]  
 [\_\_\_\_\_]  
 [\_\_\_\_\_]

Attention: [\_\_\_\_\_]  
 E-mail: [\_\_\_\_\_]

A duplicate copy of each notice, certificate, report or other communication given hereunder by any of the Authority, the [City/County] or the Funds Custodian to any one of the others shall also be given to all of the others and the Authority, the [City/County] and the Funds Custodian may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. Notwithstanding any provision of this Intergovernmental Agreement to the contrary, whenever a specified number of days is required with respect to any notice such number of days can be reduced upon the agreement of the [City/County], the Authority and the Funds Custodian.

**Section 9.2 Binding Effect.** This Intergovernmental Agreement shall inure to the benefit of and shall be binding upon the Authority, the [City/County] and their respective successors and assigns, subject, however, to the limitations contained in this Intergovernmental Agreement.

**Section 9.3 Severability.** If any provision of this Intergovernmental Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**Section 9.4 Entire Contract.** This Intergovernmental Agreement contains the entire contract between the Authority and the [City/County] relating to matters covered by this Intergovernmental Agreement.

**Section 9.5 Execution in Counterparts.** This Intergovernmental Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 9.6 Captions.** The captions and headings in this Intergovernmental Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Intergovernmental Agreement.

**Section 9.7 Law Governing Construction of Agreement.** This Intergovernmental Agreement shall be governed by, and construed in accordance with, the laws of the State of Georgia.

**Section 9.8 Beneficiary and Enforcement.** To secure the payment of the principal of, and the interest on, all Related Series C-PACER [Bonds][Notes], the Authority has, pursuant to and under the conditions set forth in Section 3.01 of the Master C-PACER Resolution, assigned for the benefit of the Owners of Related Series C-PACER [Bonds][Notes], all of its right, title and interest in and to amounts it receives or is owed hereunder. The Authority has covenanted in the Master C-PACER Resolution to exercise all remedies at law or in equity or otherwise to cause the Tax Commissioner to (i) collect the Assessments or Assessment Installments thereof which have been billed, but have not been paid, pursuant to and as provided in Title 48, Chapter 5, Article 3, Part 2 of the Official Code of Georgia (O.C.G.A. §§ 48-5-120, *et seq.*), and the conditions specified in O.C.G.A. § 48-2-56 and O.C.G.A. § 36-62-17(d) and (ii) remit any Assessments or Assessment Installments collected by such Tax Commissioner to the Funds Custodian in accordance with the provisions of the Master C-PACER Resolution and this Intergovernmental Agreement. It is agreed that, upon an Event of Default hereunder, the Authority (or acting pursuant to the terms of Section 9.02(a) of the Master C-PACER Resolution after an “Event of Default” by the Authority under Section 9.01(d) of the Master C-PACER Resolution, the Owners of Related Series C-PACER [Bonds][Notes]) may enforce the provisions hereof by suit at law or in equity. The Owners of Related Series C-PACER [Bonds][Notes] are third party beneficiaries of this Intergovernmental Agreement.

**Section 9.9 Time is of the Essence.** Time is of the essence of this Intergovernmental Agreement.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the Authority and the [City/County] have caused this Intergovernmental Assessment Agreement to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by their duly authorized officers, all as of the date first above written.

**DEVELOPMENT AUTHORITY OF**  
[REDACTED]

(SEAL)

By: \_\_\_\_\_  
[Name, Title]

**Attest:**

\_\_\_\_\_  
[Secretary / Assistant Secretary]

[CITY/COUNTY] OF [\_\_\_\_\_]

By: \_\_\_\_\_  
[Name, Title]

**Attest:**

\_\_\_\_\_  
[Municipal / County] Clerk

(SEAL)

Approved as to Form:

By: \_\_\_\_\_  
[City/County] Attorney

**Acknowledged and agreed:**

[ ] **TAX COMMISSIONER**

By: \_\_\_\_\_  
[Name, Title]

SAMPLE AGREEMENT

## EXHIBIT "B"

-----SPACE ABOVE THIS LINE FOR RECORDER'S USE-----

After recording, please return to:

Property Tax ID#: [\_\_\_\_\_]

Development Authority  
 of [\_\_\_\_\_]  
 [\_\_\_\_\_]  
 [\_\_\_\_\_, Georgia [\_\_\_\_\_] ]  
 Attn: \_\_\_\_\_

STATE OF GEORGIA

COUNTY OF [\_\_\_\_\_]

**NOTICE OF ASSESSMENT AND LIEN**

**NOTICE IS HEREBY GIVEN** that the [City/County] of [\_\_\_\_\_] Georgia (the “[City/County]”) has imposed an assessment (the “C-PACER Assessment”) and lien (the “C-PACER Lien”) on the property described in Exhibit A attached hereto (the “Property”). In support of such C-PACER Assessment and C-PACER Lien and pursuant to O.C.G.A. § 36-62-17(c), the following information is submitted:

1. THE PRINCIPAL AMOUNT OF THE C-PACER ASSESSMENT	\$[_____]
2. THE LEGAL DESCRIPTION OF THE PROPERTY	AS DESCRIBED IN EXHIBIT A ATTACHED HERETO.
3. THE NAME OF THE PROPERTY OWNER.	[INSERT]

Attached hereto as Exhibit B is a copy of the Assessment Agreement pursuant to which the C-PACER Assessment was imposed. Schedule I to the Assessment Agreement contains a schedule for repayment of the C-PACER Assessment.

O.C.G.A. § 36-62-17(d) authorizes the creation of the C-PACER Lien to secure the C-PACER Assessment.

**IN WITNESS WHEREOF**, the parties hereto have caused this Notice of Assessment to be executed as of the day and year first above written.

[CITY/COUNTY] OF [ ]

By: \_\_\_\_\_  
Its: \_\_\_\_\_

As to [City/County], signed, sealed  
And delivered in the presence of

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

(Notarial Seal)

[                  ],  
a [                  ],  
as ("Property Owner")

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

As to Property Owner, signed, sealed  
And delivered in the presence of

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

(Notarial Seal)

**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPERTY**

[\_\_\_\_\_]

SAMPLE NOTICE

**EXHIBIT B**

**ASSESSMENT AGREEMENT**

[\_\_\_\_\_]

SAMPLE NOTICE

**2024 CODE OF GEORGIA****Title 36 - LOCAL GOVERNMENT (§§ 36-1-1 — 36-93-1)****PROVISIONS APPLICABLE TO COUNTIES AND MUNICIPAL CORPORATIONS (§§ 36-60-1 — 36-76-11)****Chapter 62A - CONDUCT OF DIRECTORS AND MEMBERS OF DOWNTOWN DEVELOPMENT AUTHORITIES (§§ 36-62A-1 — 36-62A-22)****Article 2 - DEVELOPMENT AUTHORITIES (§§ 36-62A-20 — 36-62A-22)****Section 36-62A-21 - Required training on development and redevelopment programs****Universal Citation:**

GA Code § 36-62A-21 (2024)

- **(a)** Except for a director who is also a member of the governing body of a municipal corporation or county, each director or member of the governing board or body of a development authority shall attend and complete at least eight hours of training on development and redevelopment programs within the first 12 months of the director's or member's appointment to the development authority.
- **(b)** After July 1, 2025, directors or members required to complete the training provided for in subsection (a) of this Code section shall also attend and complete at least two hours of continuing training on development and redevelopment programs each year such director or member is a director or member of such authority. Such training can occur either in person or online.
- **(c)** Any director who fails to undertake the continuing training required by subsection (b) of this Code section for two consecutive years shall have his or her voting rights on any authority suspended until the director completes the required continuing training.

*Amended by 2024 Ga. Laws 417, § 2, eff. 7/1/2024.*

**2024 CODE OF GEORGIA****Title 36 - LOCAL GOVERNMENT (§§ 36-1-1 — 36-93-1)****PROVISIONS APPLICABLE TO COUNTIES AND MUNICIPAL CORPORATIONS (§§ 36-60-1 — 36-76-11)****Chapter 62 - DEVELOPMENT AUTHORITIES (§§ 36-62-1 — 36-62-19)****Article 1 - [GENERAL PROVISIONS] (§§ 36-62-1 — 36-62-14)****Section 36-62-4 - Development authorities created; appointment and terms of directors; quorum; adoption and filing of resolution of need****Universal Citation:**

GA Code § 36-62-4 (2024)

- **(a)** There is created in and for each county and municipal corporation in the state a public body corporate and politic to be known as the "development authority" of such county or municipal corporation, which shall consist of a board of not less than seven and not more than nine directors to be appointed by resolution of the governing body of the county or municipal corporation. At the expiration of the current terms of office of the first four members of the board of directors, the governing body of the county or municipal corporation shall elect successors to such members to serve for initial terms of two years and shall elect successors to the remaining members of the board for initial terms of four years. Thereafter, the terms of all directors shall be for four years. The terms of any directors added to the original seven directors shall be four years. If, at the end of any term of office of any director, a successor thereto has not been elected, the director whose term of office has expired shall continue to hold office until his or her successor is so elected; provided, however, that such hold-over period shall not exceed six months. In the event that such six-month hold-over period expires without a successor being elected, the remaining directors shall elect such successor.
- **(b)** A majority of the directors shall constitute a quorum, but no action may be taken by the board without the affirmative vote of a majority of the full membership of the board.
- **(c)** No authority shall transact any business or exercise any powers under this chapter until the governing body of the county or municipal corporation, by proper resolution, declares that there is a need for an authority to function in the county or municipal corporation. A copy of the resolution

shall be filed with the Secretary of State, who shall maintain a record of all authorities activated under this chapter.

- **(d)** In each county of this state having a population of not less than 41,700 nor more than 42,300 according to the United States decennial census of 1990 or any future such census, the board of directors of an industrial development authority in such county which is created directly by the Constitution of Georgia shall assume all the powers, duties, and responsibilities of and shall become the board of directors of any development authority created under this chapter which is located in such county or in any municipal corporation in such county.
- **(e)** In each county of this state having a population of not less than 24,000 nor more than 26,000 according to the United States decennial census of 1990 or any future such census, the board of directors of an industrial development authority in such county which is created directly by the Constitution of Georgia may assume all the powers and responsibilities of and may become the board of directors of any development authority created under this chapter which is located in such county or in any municipal corporation in such county. Such joint boards shall have the authority to transfer any and all assets of the development authority created under this chapter to the industrial development authority which is created directly by the Constitution of Georgia; provided, however, that the governing authority of said county or municipal corporation shall approve the assumption of such powers and responsibilities.

*Amended by 2024 Ga. Laws 417,§ 1, eff. 7/1/2024.*

*Amended by 2022 Ga. Laws 751,§ 1, eff. 5/2/2022.*

**2024 CODE OF GEORGIA****Title 36 - LOCAL GOVERNMENT (§§ 36-1-1 — 36-93-1)****PROVISIONS APPLICABLE TO COUNTIES AND MUNICIPAL CORPORATIONS (§§ 36-60-1 — 36-76-11)****Chapter 62 - DEVELOPMENT AUTHORITIES (§§ 36-62-1 — 36-62-19)****Article 1 - [GENERAL PROVISIONS] (§§ 36-62-1 — 36-62-14)****Section 36-62-5.1 - Joint authorities****Universal Citation:**

GA Code § 36-62-5.1 (2024)

- **(a)** By proper resolution of the local governing bodies, an authority may be created and activated by:
  - **(1)** Any two or more municipal corporations;
  - **(2)** Any two or more counties;
  - **(3)** One or more municipal corporations and one or more counties; or
  - **(4)** Any county in this state and any contiguous county in an adjoining state.
- **(b)** A joint authority so created shall be governed by this chapter in the same manner as other authorities created pursuant to this chapter, except as specifically provided otherwise in this Code section.
- **(c)** The resolutions creating and activating a joint authority shall specify the number of members of the authority, the number to be appointed by each participating county or municipal corporation, their terms of office, and their residency requirements.
- **(d)** The resolutions creating and activating joint authorities may be amended by appropriate concurrent resolutions of the participating governing bodies.
- **(e)**
  - **(1)** A joint authority created by two or more contiguous counties pursuant to this Code section must be an active, bona fide joint authority; must have a board of directors; must meet at least quarterly; and must develop an operational business plan. A county may belong to more than one such joint authority.
  - **(2)** A business enterprise as defined under subsection (a) of Code Section 48-7-40 located within the jurisdiction of a joint authority established by two or more contiguous counties shall qualify for an

additional \$500.00 tax credit for each new full-time employee position created. The \$500.00 job tax credit authorized by this paragraph shall be subject to all the conditions and limitations specified under Code Section 48-7-40, as amended; provided, however, that a business enterprise located in a county that belongs to more than one joint authority shall not qualify for an additional tax credit in excess of \$500.00 for each new full-time employee position created.

- (f) With respect to a joint authority created on or before March 31, 1995, and notwithstanding any provision of this Code section to the contrary, any taxpayer eligible for a tax credit pursuant to subsection (e) of this Code section shall have the option of electing to utilize for a given project the tax credit formerly authorized under this Code section for taxable years beginning prior to January 1, 1995, in lieu of the tax credit otherwise available pursuant to this Code section for taxable years beginning on or after January 1, 1995. Such election shall be made for each committed project in writing on or before July 1, 1995, to the commissioner of community affairs. Such election shall not be effective unless approved in writing by the commissioner of community affairs. The Board of Community Affairs shall promulgate regulations necessary for the implementation of this subsection.
- (g)
  - (1) By May 15, 2019, and then by February 15, 2020, and annually thereafter, each joint authority with established revenue sharing agreements between the joint authority and its participating local governments and revenue emanating pursuant to such an agreement shall furnish to the state revenue commissioner and the state auditor:
    - (A) A statement that identifies and separately states all real and personal property and all property interests that are owned, in part or in full, by such joint authority together with the nature of any encumbrances, liens, or covenants on such property;
    - (B) A complete copy of all current agreements or contracts related to such joint authority that are between or among one or more counties, municipalities, joint authorities, or private parties that references matters related to taxation, payments in lieu of taxation, tax abatements, leasehold interests or estates, leaseback agreements, or the sharing of revenue, funds, fees, taxes, assessments, fines, or any other income; and

- **(C)** All additional information determined by the state revenue commissioner or state auditor to be necessary to accurately determine the net taxable digest of each county or municipality participating in such joint authority and any affected school district.
- **(2)** The information compiled by the state auditor pursuant to this subsection shall be utilized in determining any equalized adjusted property tax digest prepared pursuant to Code Section 48-5-274.
- **(3)** On or before July 1, 2019, and then on or before April 1, 2020, and annually thereafter, a report that compiles the information gathered by the state auditor and that sets out the net impact of the total activities of the joint authority on the tax digest of each affected taxing jurisdiction shall be furnished to the tax commissioner of each affected county, to the governing authority of each affected county or municipality, to each affected local board of education, to the joint development authority, and to the State Board of Education. Each tax commissioner shall utilize such net impact to adjust the net assessed value of each of his or her taxing jurisdictions in order to fully account for activities of any joint authority in digest values submitted pursuant to Code Sections 48-5-32 and 48-5-32.1.
- **(4)** The state revenue commissioner and the state auditor shall be authorized to:
  - **(A)** Conduct audits of any joint authority subject to the requirements of this subsection; and
  - **(B)** Promulgate rules and regulations necessary to administer, implement, and enforce this Code section.

*Amended by 2019 Ga. Laws 251, § 1, eff. 5/7/2019.*

*Amended by 2004 Ga. Laws 664, § 1, eff. 5/17/2004.*

*Amended by 2003 Ga. Laws 100, § 2, eff. 7/1/2003.*

## 2024 CODE OF GEORGIA

### Title 36 - LOCAL GOVERNMENT (§§ 36-1-1 — 36-93-1)

#### PROVISIONS APPLICABLE TO COUNTIES AND MUNICIPAL CORPORATIONS (§§ 36-60-1 — 36-76-11)

#### Chapter 62 - DEVELOPMENT AUTHORITIES (§§ 36-62-1 — 36-62-19)

##### Article 1 - [GENERAL PROVISIONS] (§§ 36-62-1 — 36-62-14)

###### Section 36-62-2 - Definitions

###### Universal Citation:

GA Code § 36-62-2 (2024)

As used in this chapter, the term:

- (1) "Authority" means each public corporation created pursuant to this chapter.
- (2) "Cost of project" includes:
  - (A) All costs of construction, purchase, or other form of acquisition;
  - (B) All costs of real or personal property required for the purposes of such project and of all facilities related thereto, including land and any rights or undivided interest therein, easements, franchises, water rights, fees, permits, approvals, licenses, and certificates and the securing of such franchises, permits, approvals, licenses, and certificates and the preparation of applications therefor;
  - (C) All machinery, equipment, initial fuel, and other supplies required for such project;
  - (D) Financing charges and interest prior to and during construction and during such additional period as the authority may reasonably determine to be necessary for the placing of such project in operation;
  - (E) Costs of engineering, architectural, and legal services;
  - (F) Fees paid to fiscal agents for financial and other advice or supervision;
  - (G) Cost of plans and specifications and all expenses necessary or incidental to the construction, purchase, or acquisition of the completed project or to determining the feasibility or practicability of the project; and
  - (H) Administrative expenses and such other expenses as may be necessary or incidental to the financing authorized in this chapter.

There may also be included, as part of such cost of project, the repayment of any loans made for the advance payment of any part of such cost, including the interest thereon. The cost of any project may also include a fund or funds for the creation of a debt service reserve, a renewal and replacement reserve, and such other reserves as may be reasonably required by the authority with respect to the financing and operation of its projects and as may be authorized by any bond resolution or trust agreement or indenture pursuant to the provisions of which the issuance of any such bonds may be authorized. Any obligation or expense incurred for any of the foregoing purposes shall be regarded as a part of the cost of the project and may be paid or reimbursed as such out of the proceeds of revenue bonds or notes issued under this chapter.

- **(3)** "County" means any county of this state.
- **(4)** "Governing body" means the elected or duly appointed officials constituting the governing body of each municipal corporation and county in the state.
- **(5)** "Municipal corporation" means each city and town in the state.
- **(6)** "Project" includes:
  - **(A)** Any one or more buildings or structures to be used in the production, manufacturing, processing, assembling, storing, or handling of any agricultural, manufactured, mining, or industrial product or any combination of the foregoing, in every case with all necessary or useful furnishings, machinery, equipment, parking facilities, landscaping, and facilities for outdoor storage, all as determined by the authority, which determination shall be final and not subject to review; and there may be included as part of any such project all improvements necessary to the full utilization thereof, including site preparation, roads and streets, sidewalks, water supply, outdoor lighting, belt line railroad sidings and lead tracks, bridges, causeways, terminals for railroad, automotive, and air transportation, transportation facilities incidental to the project, and the dredging and improving of harbors and waterways, none of which foregoing descriptive words shall be construed to constitute a limitation, provided that none of the improvements described in this sentence shall be the primary purpose of any project;

- **(B)** The acquisition, construction, leasing, or equipping of new industrial facilities or the improvement, modification, acquisition, expansion, modernization, leasing, equipping, or remodeling of existing industrial facilities located or to be located within the area of operation of the authority;
- **(C)** The acquisition, construction, improvement, or modification of any property, real or personal, which any industrial concern might desire to use, acquire, or lease in connection with the operation of any plant or facility located or to be located within the area of operation of the authority;
- **(D)** The acquisition, construction, improvement, or modification of any property, real or personal, used as air or water pollution control facilities which any federal, state, or local agency having jurisdiction in the premises shall have certified as necessary for the continued operation of the industry or industries which the same is to serve and which is necessary for the public welfare, provided that for the purposes of this subparagraph, the term "air pollution control facility" means any property used, in whole or in substantial part, to abate or control atmospheric pollution or contamination by removing, altering, disposing of, or storing atmospheric pollutants or contaminants, if such facility is in furtherance of applicable federal, state, or local standards for abatement or control of atmospheric pollutants or contaminants; and provided, further, that for the purpose of this subparagraph, the term "water pollution control facility" means any property used, in whole or in substantial part, to abate or control water pollution or contamination by removing, altering, disposing, or storing pollutants, contaminants, wastes, or heat, including the necessary intercepting sewers, outfall sewers, pumping, power, and other equipment, holding ponds, lagoons, and appurtenances thereto, if such facility is in the furtherance of applicable federal, state, or local standards for the abatement or control of water pollution or contamination;
- **(E)** The acquisition, construction, improvement, or modification of any property, real or personal, used as or in connection with a sewage disposal facility or a solid waste disposal facility which any federal, state, or local agency having jurisdiction in the premises shall have certified as necessary for the continued operation of the industries which the same is to serve and which is necessary for the public welfare, provided that if such facility is to be operated by, or is to serve

related facilities of, a political subdivision or municipal corporation of this state or an agency, authority, or instrumentality thereof, for its general constituency, the certification need only state that such facility is necessary for the public welfare; provided, further, that for the purposes of this subparagraph, the term "sewage disposal facility" means any property used for the collection, storage, treatment, utilization, processing, or final disposal of sewage; for the purposes of this subparagraph, the term "solid waste disposal facility" means any property used for the collection, storage, treatment, utilization, processing, or final disposal of solid waste; for the purposes of this subparagraph, the term "solid waste" means garbage, refuse, or other discarded solid materials, including solid waste materials resulting from industrial and agricultural operations and from community activities but does not include solids or dissolved materials in domestic sewage or other significant pollutants in water resources, such as salt, dissolved or suspended solids in industrial waste-water effluents, and dissolved materials in irrigation return flows; and for the purposes of this subparagraph, the word "garbage" includes putrescible wastes, including animal and vegetable matters, animal offal and carcasses, and recognizable industrial by-products but excludes sewage and human wastes; and the word "refuse" includes all nonputrescible wastes;

- **(F)** The acquisition, construction, improvement, or modification of any property, real or personal or both, used as a peak shave facility, provided that "peak shave facility" shall have the meaning generally accepted and understood in the natural gas distribution industry as that term is generally understood to describe a storage facility for the purpose of avoiding undesirable consequences in the distribution system during peak periods of consumption; and any project involving a "peak shave facility" may be undertaken as otherwise provided in this chapter;
- **(G)** The acquisition, construction, leasing, improvement, or modification of any facilities and any property, real or personal or both, useful or necessary in the transportation of persons or property by air, provided that such projects shall not include the creation of airports or airport terminal facilities or improvements thereon, except as incidentally related to the furnishing of transportation of persons or property by air as provided in this subparagraph; such projects may include, but shall not be limited to, aircraft, aircraft maintenance and

reconditioning equipment, aircraft communications equipment and facilities for the maintenance and repair of such equipment, ground support equipment and facilities used by aircraft, any necessary or useful real or personal property or rights to such property, all licenses, storage facilities including storage and distribution facilities for fuel, and the acquisition, modernization, or expansion of existing facilities or systems for transportation of persons or property by air, all as determined by the authority, which determination shall be final and not subject to review; such projects for the transportation of persons or property by air are authorized to assist state and local governments to secure adequate systems of transportation of passengers for hire as authorized by law and for the development of trade, commerce, industry, and employment opportunities; and such projects for the transportation of persons or property by air may be undertaken to the same extent and on the same conditions as otherwise provided in this chapter for other facilities, except that such projects may be authorized only for air transportation systems which are not eligible to receive subsidies from the federal government at the time the project is undertaken, only where the corporate headquarters, the general maintenance, repair, support, and communication facilities, the general reservations, scheduling, and dispatch facilities, and the personal residence of the majority of the employees are all located within the geographic jurisdiction of the authority, and only if the aircraft are routinely dispatched from and returned to the geographic jurisdiction of the authority, provided that the operation of flight equipment and incidental ground support facilities and equipment and the location of employees of such a project outside of the geographic jurisdiction of the authority shall not be prohibited if the conditions specified in this subparagraph are met; and provided, further, that no city, county, political subdivision, or any development authority may ever operate any such facility and the same must be acquired and operated by a private company or individual who shall guarantee the repayment of any obligations assumed, who shall be fully responsible for all operating expenses and losses, and who shall be taxable as any other private undertaking would be;

- **(H)** The acquisition, construction, improvement, or modification of any property, real or personal, which shall be suitable for or used as or in connection with:

- **(i)** Sports facilities, including private training and related office and other facilities when authorized by the governing authority of the political subdivision or municipal corporation in which the facility is to be constructed and maintained if such sports facilities promote trade, commerce, industry, and employment opportunities by hosting regional, state-wide, or national events;
- **(ii)** Convention or trade show facilities;
- **(iii)** Airports, docks, wharves, mass commuting facilities, parking facilities, or storage or training facilities directly related to any of the foregoing;
- **(iv)** Facilities for the local furnishing of electric energy or gas;
- **(v)** Facilities for the furnishing of water, if available, on reasonable demand to members of the general public;
- **(vi)** Hotel and motel facilities for lodging which also may provide meals, provided that such facilities are constructed in connection with and adjacent to convention, sports, or trade show facilities. No project as defined by this division shall be exempt from any ad valorem taxation; and
- **(vii)** Amphitheaters with seating capacity exceeding 1,000 patrons and any facilities directly related to the operation of such amphitheaters, if such amphitheaters promote trade, commerce, industry, and employment opportunities by hosting regional, state-wide, or national events;
- **(I)** The acquisition or development of land as the site for an industrial park, provided that for purposes of this subparagraph, the term "development of land" includes the provision of water, sewage, drainage, or similar facilities or transportation, power, or communication facilities which are incidental to use of the site as an industrial park but, except with respect to such facilities, does not include the provision of structures or buildings;
- **(J)** The acquisition, construction, leasing, or financing of:
  - **(i)** An office building facility and related real and personal property for use by any business enterprise or charitable corporation, association, or similar entity which will further the development of trade, commerce, industry, or employment opportunities in this state and which shall be adjacent to or used in conjunction with any other existing or proposed project defined in this paragraph, which existing or proposed project is located within the area of operation of the authority and which

- is used or intended to be used by such business enterprise or charitable corporation, association, or similar entity; or
- **(ii)** A separate office building facility and related real and personal property for use by any business enterprise or charitable corporation, association, or similar entity which will further the development of trade, commerce, industry, or employment opportunities in this state.

No such office building facility as defined in this subparagraph shall be undertaken by an authority unless the authority determines that the business enterprise or charitable corporation, association, or similar entity to use such facility will be the primary tenant;

- **(K)** Any one or more buildings or structures used or to be used as a skilled nursing home or intermediate care home subject to regulation and licensure by the Department of Community Health and all necessary, convenient, or related interests in land, machinery, apparatus, appliances, equipment, furnishings, appurtenances, site preparation, landscaping, and physical amenities;
- **(K.1)** The provision of financing to property owners for the purpose of installing or modifying improvements to their property in order to reduce the energy or water consumption on such property or to install an improvement to such property that produces energy from renewable resources;
- **(L)** The acquisition, construction, design, engineering, improvement, leasing, maintenance, modification, rebuilding, and repair of any facilities and any property utilized in connection with a community antenna television system or any combination of the foregoing, including all necessary or useful land or rights in land and all necessary or useful furnishings, machinery, vehicles, equipment, and parking facilities, all as determined by the authority, which determination shall be final and not subject to review; such projects are authorized to promote the expansion and development of the cable communication industry, to enhance employment opportunities throughout this state, and to encourage local origination programming by community antenna television systems on one or more channels, to include, but not be limited to, public access, government, and education programs; and the installation of such community antenna

television systems shall not occur in areas adequately served by private enterprise;

- **(M)** The acquisition, construction, equipping, improvement, modification, or expansion of any property, real or personal, for use as or in connection with research and development facilities. As used in this subparagraph, the term "research and development facilities" means any property used in whole or in substantial part in conducting basic and applied research for commercial, industrial, or governmental institutions in connection with institutions of higher education, which research is determined by the authority to contribute to the development and promotion of trade, commerce, industry, and employment opportunities for the public good and general welfare in furtherance of the purposes for which the authority was created. The authority's determination as to such matters shall be final and not subject to review; and
- **(N)** The acquisition, construction, installation, modification, renovation, or rehabilitation of land, interests in land, buildings, structures, facilities, or other improvements and the acquisition, installation, modification, renovation, rehabilitation, or furnishing of fixtures, machinery, equipment, furniture, or other property of any nature whatsoever used on, in, or in connection with any such land, interest in land, building, structure, facility, or other improvement, all for the essential public purpose of the development of trade, commerce, industry, and employment opportunities. A project may be for any industrial, commercial, business, office, parking, public, or other use, provided that a majority of the members of the authority determines, by a duly adopted resolution, that the project and such use thereof would further the public purpose of this chapter.

*Amended by 2010 Ga. Laws 415,§ 2, eff. 7/1/2010.*

*Amended by 2009 Ga. Laws 102,§ 1-4, eff. 7/1/2009.*

*Amended by 2003 Ga. Laws 100, § 1, eff. 7/1/2003.*

**2024 CODE OF GEORGIA****Title 36 - LOCAL GOVERNMENT (§§ 36-1-1 — 36-93-1)****PROVISIONS APPLICABLE TO COUNTIES AND MUNICIPAL CORPORATIONS (§§ 36-60-1 — 36-76-11)****Chapter 62 - DEVELOPMENT AUTHORITIES (§§ 36-62-1 — 36-62-19)****Article 1 - [GENERAL PROVISIONS] (§§ 36-62-1 — 36-62-14)****Section 36-62-2.1 - Definitions related to financing for qualifying improvements****Universal Citation:**

GA Code § 36-62-2.1 (2024)

As used in this chapter, the term:

- **(1)** "Assessment" means a special assessment imposed by a participating local government pursuant to Article 2 of this chapter.
- **(2)** "Assessment agreement" means an agreement between an authority and a qualifying property owner in which, among other things, the authority agrees to pay the costs of qualifying improvements and the qualifying property owner voluntarily requests assessments to be imposed by the participating local government on the qualifying property.
- **(3)** "Assessment financing" means the financing or refinancing of qualifying improvements.
- **(4)** "Capital provider" means a private entity or its designee, successor, or assign that purchases an obligation of an authority pursuant to this article.
- **(5)** "Cost of the qualifying improvements" or "cost of any qualifying improvement" means and includes:
  - **(A)** All costs of acquisition (by purchase or otherwise), construction, assembly, installation, modification, renovation, or rehabilitation incurred in connection with any qualifying improvement or any part of any qualifying improvement;
  - **(B)** All costs of real property, fixtures, or materials used in or in connection with or necessary for any qualifying improvement or for any facilities related thereto, including, but not limited to, the cost of all easements, rights, improvements, water rights, connections for utility services, fees, franchises, permits, approvals, licenses, and

certificates; the cost of securing any such franchises, permits, approvals, licenses, or certificates; and the cost of preparation of any application therefor and the cost of all labor and materials used in or in connection with or necessary for any qualifying improvement;

- **(C)** All financing charges and loan fees and all interest on revenue bonds, notes, or other obligations of an authority that accrues or is paid prior to and during the period of construction of a qualifying improvement and during such additional period as the authority may reasonably determine to be necessary to place such qualifying improvement in operation;
- **(D)** All costs of engineering, architectural, and legal services and all expenses incurred by engineers, architects, and attorneys in connection with any qualifying improvement;
- **(E)** All expenses for inspection and any third-party review or verification fees;
- **(F)** All fees of fiscal agents, paying agents, and trustees for bondholders under any trust agreement, indenture of trust, or similar instrument or agreement; all expenses incurred by any such fiscal agents, paying agents, and trustees; and all other costs and expenses incurred relative to the issuance of any revenue bonds, notes, or other obligations for any qualifying improvement, including capital provider's fees;
- **(G)** All fees of any type charged by an authority in connection with any qualifying improvement;
- **(H)** All expenses necessary or incidental to determining the feasibility or practicability of any qualifying improvement;
- **(I)** All costs of plans and specifications for any qualifying improvement;
- **(J)** Repayment of any loans made for the advance payment of any part of any of the foregoing costs, including interest thereon and any other expenses of such loans;
- **(K)** Administrative expenses of the authority and such other expenses as may be necessary or incidental to any qualifying improvement or the financing thereof or the placing of any qualifying improvement in operation; and
- **(L)** The establishment of a fund or funds for the creation of a debt service reserve, a renewal and replacement reserve, or such other funds or reserves, including for ad valorem taxes and insurance, as the authority may approve with respect to the financing and operation of any qualifying improvement and as may be authorized by any bond

resolution, trust agreement, indenture of trust, or similar instrument or agreement pursuant to the provisions of which the issuance of any revenue bonds, notes, or other obligations of the authority may be authorized.

Any cost, obligation, or expense incurred for any of the foregoing purposes shall be a part of such defined term and may be paid or reimbursed as such out of proceeds of revenue bonds, notes, or other obligations issued by the authority.

- **(6)** "Financing application" means an application submitted to an authority or program administrator to demonstrate that the proposed improvements qualify for financing pursuant to a program.
- **(7)** "Intergovernmental assessment agreement" means a contract entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of Georgia between a county or a municipal corporation, as party of the first part, and an authority, as party of the second part, pursuant to which the county or municipal corporation agrees to make payments to the authority, the sole source of which shall be assessments and no other public moneys, to furnish financial assistance to aid in the planning, undertaking, or carrying out of a qualifying improvement.
- **(8)** "Participating local government" means a municipal corporation or a county that enters into an intergovernmental assessment agreement with an authority.
- **(9)** "Program" means a commercial property assessed conservation, energy, and resiliency program established by an authority.
- **(10)** "Program administrator" means any official or agency designated by an authority to administer a program or a private and independent third party designated by an authority to administer a program, provided that the administration procedures used conform to the requirements of this article.
- **(11)** "Program guidebook" means a comprehensive document that establishes appropriate guidelines, specifications, approval criteria, and other standard forms consistent with administering a program and not detailed in this article, including forms for an assessment agreement, notice of assessment, and financing application.

- **(12)** "Qualifying improvement" means a permanently affixed energy efficiency improvement, renewable energy improvement, water conservation improvement, or resiliency improvement installed on qualifying property as part of the construction or renovation of the qualifying property.
- **(13)** "Qualifying property" means privately owned or leased commercial, industrial, or agricultural real property or multifamily residential real property with five or more dwelling units.
- **(14)** "Resiliency improvement" means any improvement to qualifying property intended to increase resilience and improve durability of such property, including, but not limited to, seismic retrofits, flood mitigation, fire suppression, wind resistance, energy storage, microgrids, and backup power generation.

*Added by 2024 Ga. Laws 494,§ 3, eff. 4/25/2024.*