

PUTNAM COUNTY BOARD OF COMMISSIONERS

1



117 Putnam Drive, Suite A ♦ Eatonton, GA 31024

Special Called Meeting

Agenda

Friday, August 29, 2025 ♦ 10:30 AM

Putnam County Administration Building – Room 203

Opening

1. Call to Order

Called Meeting

- [2.](#) Discussion and possible action on Final Plat for Thunder Pointe Commercial Subdivision (tabled at 08-01-2025 meeting)
- [3.](#) Authorization for Chairman to sign Thunder Valley Commercial Development August 2025 Settlement Agreement (staff-CA/CM)
- [4.](#) Authorization for Chairman to sign revised Intergovernmental Agreement for the Use and Distribution of Proceeds from SPLOST (SPLOST #10) (staff-CM)

Closing

5. 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.

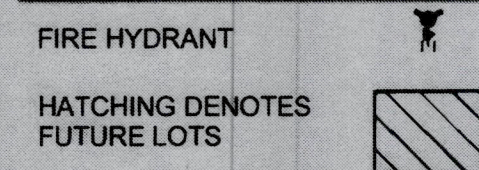
File Attachments for Item:

2. Discussion and possible action on Final Plat for Thunder Pointe Commercial Subdivision (tabled at 08-01-2025 meeting)

LINE	BEARING	DISTANCE
L1	S 86°35'01" E	353.17'
L2	S 03°20'17" W	230.29'
L3	S 01°38'58" W	113.28'
L4	S 08°57'13" E	86.34'
L5	S 26°13'20" E	64.77'
L6	S 43°03'53" E	107.72'
L7	S 57°33'28" E	100.01'
L8	S 68°00'23" E	99.77'
L9	S 75°40'00" E	98.79'
L10	S 08°07'09" W	284.90'
L11	S 06°33'17" W	253.27'
L12	N 64°51'33" W	91.04'
L13	N 70°30'50" W	98.07'
L14	N 77°08'26" W	105.31'
L15	N 81°16'10" W	89.89'
L16	N 86°23'02" W	123.54'
L17	N 87°19'15" W	136.46'
L18	N 85°43'36" W	86.23'
L19	N 02°34'46" E	939.27'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	1906.50'	168.71'	168.65'	N 05°01'08" E

LEGEND



NOTE:
ALL ROADS SHALL BE DEEDED TO THE COUNTY AFTER COMPLETION AND APPROVAL.

NOTE:
A SIGNAL PERMIT MODIFICATION SHALL BE ISSUED FOR THE EXISTING TRAFFIC SIGNAL AT THE INTERSECTION OF SR 44 AND SCOTT ROAD.

SITE DATA

PROPERTY ACRES	14.08 ACRES
PROPERTY ZONING	C-1 - COMMERCIAL
TOTAL LOTS	10 LOTS
BUILDING SETBACKS (HWY 44)	
FRONT:	50'
SIDE YARD:	15'
REAR:	20'
BUILDING SETBACKS	
FRONT:	30'
SIDE YARD:	15'
REAR:	20'
WATER	PIEDMONT WATER
SEWER	PIEDMONT WATER

TYPICAL ROAD SECTION

N.T.S.

THUNDER VALLEY COMMERCIAL DEVELOPMENT AUGUST, 2025 SETTLEMENT AGREEMENT ON FILE WITH PUTNAM COUNTY AND THUNDER VALLEY HOA IS INCORPORATED HEREIN BY REFERENCE AND SHALL GOVERN THIS COMMERCIAL DEVELOPMENT.

GRID NORTH
(GA WEST ZONE)

OWNER / DEVELOPER

MOLFIN INVESTMENTS
166 SAMMONS INDUSTRIAL PARKWAY
EATONTON, GEORGIA 31024
molfininvestments@gmail.com
PHONE: 478-873-8821

COUNTY ENGINEER

I HEREBY CERTIFY THAT THE FINAL PLAT WAS FOUND TO COMPLY WITH THE REQUIREMENTS OF THE PUTNAM COUNTY DEVELOPMENT REGULATIONS

DATE: 8-21-25 COUNTY ENGINEER: *Matthew McDonald*

PUTNAM COUNTY FIRE RESCUE CHIEF

I HEREBY CERTIFY THAT THE FINAL PLAT WAS FOUND TO COMPLY WITH THE REQUIREMENTS OF CHAPTER 32 OF THE PUTNAM COUNTY CODE OF ORDINANCES

DATE: 8-19-2025 PUTNAM COUNTY FIRE RESCUE CHIEF: *Mark P. [Signature]*

CERTIFICATION OF FINAL PLAT / SITE DEVELOPMENT APPROVAL

I HEREBY CERTIFY THAT THIS (FINAL PLAT / SITE DEVELOPMENT) WAS FOUND TO COMPLY WITH THE REQUIREMENTS OF ALL PUTNAM COUNTY ORDINANCES AND REGULATIONS AND CONDITIONS OF ZONING APPROVAL (IF ANY) APPLICABLE AT THE TIME OF THIS APPROVAL BY THE DIRECTOR OF THE PLANNING AND DEVELOPMENT DEPARTMENT.

DATE: 8-21-25 DIRECTOR OF THE PLANNING AND DEVELOPMENT: *Lisa Jackson*

OWNER'S CERTIFICATION

THE OWNER OF THIS LAND, AS SHOWN ON THIS PLAT, OR HIS AGENT, CERTIFIES THAT HE/SHE IS THE OWNER OF THE PROPERTY COMAINED WITHIN THIS PLAT OR SITE DEVELOPMENT AND THAT THE PLAT OR SITE DEVELOPMENT WAS MADE FROM AN ACTUAL SURVEY, AND ACCURATELY PORTRAYS THE EXISTING LAND AND ITS FEATURES AND THE PROPOSED DEVELOPMENTS AND IMPROVEMENTS THERETO.

DATE: 8/19/25 OWNER (OR AGENT): *[Signature]*

PUBLIC WORKS

I HEREBY CERTIFY THAT THE CONSTRUCTION PLANS FOR ALL PROPOSED ROADS MEET THE REQUIREMENTS OF THE PUTNAM COUNTY DEVELOPMENT REGULATIONS.

DATE: 8/19/25 PUBLIC WORKS DIRECTOR: *For Director*

WATER CERTIFICATION

I HEREBY CERTIFY THAT THE CONSTRUCTION PLANS FOR THE PROPOSED WATER SYSTEM MEET THE INSTALLATION REQUIREMENTS OF THIS DEPARTMENT.

DATE: 8/19/25 PIEMONT WATER: *[Signature]*

FINAL SURVEYOR'S CERTIFICATE:

IT IS HEREBY CERTIFIED THAT THIS PLAT IS TRUE AND CORRECT AS TO THE PROPERTY LINES AND ALL IMPROVEMENTS SHOWN THEREON, AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE BY ME OR UNDER MY SUPERVISION; THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST, AND THEIR LOCATION, SIZE, TYPE, AND MATERIAL ARE CORRECTLY SHOWN; THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE ERROR OF ONE FOOT IN 102,25 FEET AND AN ANGULAR ERROR OF 0.2" PER ANGLE POINT, AND WAS ADJUSTED USING LEAST SQUARES RULE; THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 102,25 FEET, AND CONTAINS A TOTAL OF 14.08 ACRES. THE EQUIPMENT USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS HEREIN WAS Carlson L2400, TOTAL STATION.

Darryl Tyson 8-19-25

BOARD OF COMMISSIONERS:

THE PUTNAM COUNTY BOARD OF COMMISSIONERS HEREBY ACCEPTS THIS FINAL PLAT.

DATED THIS ____ DAY OF ____, 20__

CHAIRMAN, BOARD OF COMMISSIONERS

BOARD OF COMMISSIONERS' ACKNOWLEDGEMENT OF SURETY BONDS OF PERFORMANCE AND MAINTENANCE FOR DEDICATION AND DEED OF RIGHTS-OF-WAY.

THE PUTNAM COUNTY BOARD OF COMMISSIONERS DOES HEREBY ACKNOWLEDGE RECEIPT OF SURETY BOND FOR PERFORMANCE AND MAINTENANCE OF THE RIGHT-OF-WAY WITH IMPROVEMENTS AND TO ACKNOWLEDGE RECEIPT BY DEDICATION AND DEED THE RIGHT-OF-WAY SUBJECT TO FINAL INSPECTION.

DATED THIS ____ DAY OF ____, 20__

CHAIRMAN, BOARD OF COMMISSIONERS

GRAPHIC SCALE



LANDMARK

DESIGN - CONSTRUCTION

544 RIVERSIDE DRIVE
MACON, GEORGIA 31210

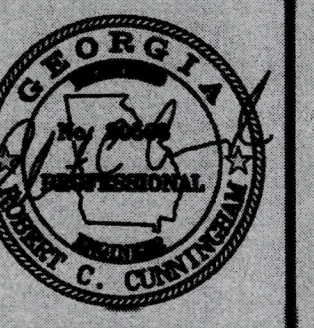
PHONE: (478) 988-4622
LANDMARKCONSTRUCTIONDEVELOPMENT.COM

REVISIONS

DATE: 08/14/2025

PROJ NO:

DRAWN BY: NAA



THIS SEAL IS VALID ONLY IF SIGNED AND DATED BY THE LICENSED PROFESSIONAL SURVEYOR

FINAL PLAT

C-1.0

File Attachments for Item:

3. Authorization for Chairman to sign Thunder Valley Commercial Development August 2025 Settlement Agreement (staff-CA/CM)

**THUNDER VALLEY COMMERCIAL DEVELOPMENT AUGUST 2025 SETTLEMENT
AGREEMENT**

This Thunder Valley Commercial Development August 2025 Settlement Agreement (“Agreement”) is entered into by and among Thunder Valley Owners Association, Inc. and 21 individual resident appellants, listed on Exhibit “B” attached hereto (collectively, “Thunder Valley HOA”), developer Molfin Investments, LLC (“Molfin”), and Putnam County, Georgia (collectively, “the Parties”), effective as of the August, 2025 execution dates below.

WHEREAS, Molfin has proposed commercial development of 14+- acres between Thunder Road and Scott Rd. on SR 44 in front of Thunder Valley residential subdivision, with a detention pond near the intersection of Thunder Road and SR 44, and has presented Putnam County with a proposed Preliminary Plat and Final Plat;

WHEREAS, Thunder Valley HOA appealed Putnam County’s approval of the Preliminary Plat, and Thunder Valley HOA and Molfin have threatened litigation against Putnam County relating to the Preliminary Plat during the pendency of the appeal;

WHEREAS, during the pendency of the appeal on the Preliminary Plat, Molfin proposed a Final Plat to Putnam County, which Thunder Valley HOA objected to, and which is currently tabled by Putnam County;

WHEREAS, the Parties have a dispute concerning Molfin’s proposed commercial development, the Preliminary Plat and the Final Plat (the “Dispute”);

WHEREAS, the Parties deny each others’ respective claims, counterclaims, defenses and other legal and factual positions relating to the Dispute;

WHEREAS, the Parties wish to enter into this Agreement for the purpose of resolving their Dispute on the terms described in this Agreement, to avoid the expense, uncertainty, acrimony, and inconvenience of proceedings and litigation concerning the Dispute; and

WHEREAS, this Agreement is entered into by the Parties in settlement of the Dispute;

NOW, THEREFORE, in consideration of the mutual promises and undertakings contained herein, the sufficiency and adequacy of which is hereby acknowledged by the Parties, the Parties agree as follows:

A. Development Agreement.

Molfin’s commercial development shall be developed pursuant to the following terms, which shall govern and be included in and to the maximum extent feasible be shown on the Final Plat:

1. Molfin’s revised site plan presented to Thunder Valley HOA and Putnam County in settlement discussions, revised and dated August 14, 2025, to reflect agreements of the

Parties and attached hereto as Exhibit "A" shall govern Molfin's commercial development. The Final Plat shall be revised to reflect Exhibit "A" and the terms outlined herein and shall bear the notation **"Thunder Valley Commercial Development August 2025 Settlement Agreement on file with Putnam County and Thunder Valley HOA is incorporated herein by reference and shall govern this commercial development."**

2. Molfin shall add green giant arborvitae trees ten feet on center and eight feet tall at planting along the north side of the Scott Road Extension. Trees shall be planted within 10 feet of the back of curb;
3. Molfin shall plant green giant arborvitae trees ten feet on center and eight feet tall at planting around the detention pond on the north, west and east sides;
4. Molfin shall plant green giant arborvitae trees ten feet on center and eight feet tall at planting on the perimeter of Riverside Drive and Thunder Road, as shown on Exhibit "A", including but not limited to on Lots 8 and 9 adjacent to residentially zoned parcels as currently shown on the site plan;
5. The trees outlined above shall be planted on or before October 15, 2025, and Molfin shall bond, warranty or replace any trees that are removed, damaged or die for a period of two years after installation, and Molfin's property owner's association shall maintain the tree buffer set forth herein. As to paragraphs 2-4, Molfin reserves the right to select and plant a different but substantially similar tree variety/species so long as it is an evergreen buffer tree of similar quality, size and location to the specifications set forth above, if written consent from Thunder Valley HOA is obtained beforehand. This reservation is to ensure Molfin is able to comply with the planting requirement based on local variety and availability at the time of planting;
6. Any commercial center multi-tenant sign shall not be placed near the corner of Thunder Road and SR 44, but instead shall be placed near the middle of the center or near the corner of Scott Road Extension and SR 44;
7. Subject to County traffic approval, Molfin shall paint a "pork chop" traffic control marking at the Thunder Road curb cut into the center which directs traffic to be right out only except for residential traffic, and install a sign that reads "No Through Traffic Left – Residential Traffic Only". If the County does not approve the paint "pork chop", it shall not be required. Furthermore, if the Thunder Pointe Drive must be enlarged to paint the "pork chop", this painting shall not be required.;
8. Molfin shall install a sign that reads "No Through Traffic – Residential Traffic Only" at the exit of Scott Road Extension onto Riverside Drive;
9. Molfin and related entities shall not propose or develop a gas station/convenience store in the development. If any purchaser from Molfin proposes a gas station/convenience store, purchaser shall provide written notice to Thunder Valley Owners Association, Inc. before the application for a building permit is processed to allow the Association and neighbors

- to present an objection/appeal to the County within 10 days of notice receipt. Proof of notification shall be filed with the application. Putnam County has not received or approved or made any decisions concerning a gas station / convenience store at the property to date. Thunder Valley HOA reserves all rights relating and objections to or appeals of a gas station/convenience store on the property.
10. Molfin shall allow Thunder Valley HOA to replace its previous sign, which is still in existence, on the detention pond parcel, and hereby provides a 10' x 15' easement area as shown on the Final Plat to repair, construct, maintain or replace said sign on the detention pond parcel. Thunder Valley HOA shall request its current property casualty insurance to add the sign to Thunder Valley HOA's insurance coverage, shall submit any proposed new and different sign in the future to the developer's property owner's association for design approval and shall provide notice to said property owner's association prior to any repair, construction, maintenance or replacement of said sign.
 11. Molfin and Thunder Valley HOA hereby request Putnam County to install a sidewalk within the west side of the Riverside Drive right of way running from the edge of Molfin's property to Clack Circle behind the "Dollar General" commercial property to connect the Scott Road Extension to Clack Circle by sidewalk;
 12. Molfin shall install a sidewalk along the Scott Road Extension from the SR 44 right of way to Riverside Drive, and along Riverside Drive along Riverside Drive, as shown in Exhibit "A" so long as such installation does not require any relocation of utilities and the County approves installation within its Riverside Drive right of way. The sole access to Thunder Road and Riverside Drive shall be those shown on Exhibit "A";
 13. Molfin and Thunder Valley HOA hereby request Putnam County and the Georgia DOT to install a right turn lane on Thunder Road at its intersection with SR 44;
 14. Thirty foot (30 foot) building setback on lots 7, 8, 9, 10, the four rear lots where adjacent to Thunder Road and Riverside Drive. The fifty foot (50 foot) buffer shall still apply to these lots where they directly abut residentially zoned parcels, per Putnam County ordinances;
 15. No vape stores (more than 20% vape sales) or bars are permitted in the development.
 16. "Dark sky" light fixtures shall be required in the commercial center development and its covenants;
 17. Molfin shall provide its draft covenants to Thunder Valley HOA for a 10-day review and comment period before finalizing and recording the covenants. Molfin is not required to make changes to the covenants based on comments from Thunder Valley HOA;
 18. The detention pond will remain a detention pond and common area, and shall not be buildable property or otherwise used for a building and not a detention pond, with a notation of such in the covenants and Final Plat;

19. The new Thunder Pointe Road's connection and access to Riverside Drive shall be temporary only and shall be disconnected within 6 months due to the anticipated connection of Scott Road Extension/new Lake Point Drive, to Riverside Drive. Upon the removal of this connection, Molfin shall demolish the recently placed concrete and restore the disturbed area to stabilized grass;
20. Putnam County shall approve and provide the final Chairman's signature on the Final Plat subject to the terms of this Agreement. The Final Plat shall not be recorded until after this Agreement is signed by all parties. The Final Plat pursuant to this Agreement shall resolve and conclude Thunder Valley HOA's objection to the Final Plat and also shall resolve and conclude Thunder Valley HOA's appeal of the Preliminary Plat with a notation on the Final Plat that the Final Plat supersedes the Preliminary Plat, rendering disputes about the Preliminary Plat as moot.

B. No Assignment. The Parties hereby represent that they have not assigned, transferred or purported to assign or transfer to any individual or entity any of the rights, claims, or causes of action that they respectively release in this Agreement.

C. No Admission of Liability. Neither the execution of this Agreement nor the offering or acceptance of the consideration supporting it shall constitute or be considered as an admission of any fact or as an admission, acknowledgment, or recognition of any fault or liability whatsoever.

D. Mutual Drafting. This Agreement is the result of a collaborative effort and shall be deemed to be drafted collectively by the Parties, with equal bargaining position, and the Parties hereby agree and stipulate that no ambiguities contained herein shall be construed in favor of any party against another.

E. Choice of Law. This Agreement, including, without limitation, all claims for breach thereof, shall be governed by and construed in accordance with the laws of the State of Georgia.

F. Severability. The Parties intend for each and every portion of this Agreement to be enforceable and enforced. If any portion hereof is determined not to be enforceable, the Parties intend for the remainder of the Agreement to remain in full force and effect.

G. Multiple Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument. A signed copy of this Agreement delivered by e-mail, facsimile or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

H. Notice. All notices required or permitted to be given hereunder shall be in writing, delivered via email and either in person, via statutory overnight delivery or mailed postage prepaid by certified or registered mail, return receipt requested, and shall

be effective from the date of mailing or upon delivery by hand. Notices shall be directed as follows or via updated contact information provided in writing in the future:

Thunder Valley Property Owner's Association, Inc.:

c/o Renee Burgdorf
122 Thunder Road
Eatonton, GA 31024

tvoaneighbor@gmail.com

With a copy to:

R. Matthew Reeves, Esq.
Andersen, Tate & Carr, P.C.
One Sugarloaf Centre
1960 Satellite Blvd., Suite 4000
Duluth, GA 30097
mlcraw@gaskinslecrew.com and mreeves@atclawfirm.com

Molfin Investments, LLC:

c/o Brandon Burgess
166 Sammons Industrial Parkway
Suite 100 PMB 106
Eatonton, Georgia 31024

bburgess@landmark-cd.com

Putnam County:

Putnam County Board of Commissioners
c/o Chairman
117 Putnam Drive
Eatonton, Georgia 31024

With a copy to:

Putnam County Attorney
117 Putnam Drive
Eatonton, Georgia 31024

INTENDING TO BE LEGALLY BOUND, each Party hereby executes the Agreement as of the date set forth on the following page.

Putnam County, Georgia

By:
Its:

Date

Molfin Investments, LLC



8/18/25
Date

By: Brandon Burgess,
Its: Manager

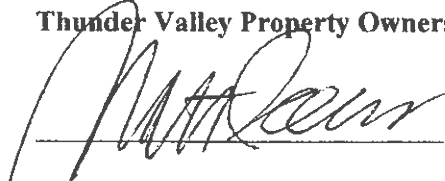
Thunder Valley Property Owners Association, Inc.

Renee Burgdorf

8/18/2025
Date

By: Renee Burgdorf
Its: President, TVOA

Thunder Valley Property Owners Association, Inc. and 21 Individual Co-Appellants



8/18/25
Date

By: R. Matthew Reeves, Esq.
Their Attorney

LOT	BACKS	FRONT
17	10.00' x 10.00'	10.00'
18	10.00' x 10.00'	10.00'
19	10.00' x 10.00'	10.00'
20	10.00' x 10.00'	10.00'
21	10.00' x 10.00'	10.00'
22	10.00' x 10.00'	10.00'
23	10.00' x 10.00'	10.00'
24	10.00' x 10.00'	10.00'
25	10.00' x 10.00'	10.00'
26	10.00' x 10.00'	10.00'
27	10.00' x 10.00'	10.00'
28	10.00' x 10.00'	10.00'
29	10.00' x 10.00'	10.00'
30	10.00' x 10.00'	10.00'
31	10.00' x 10.00'	10.00'
32	10.00' x 10.00'	10.00'
33	10.00' x 10.00'	10.00'
34	10.00' x 10.00'	10.00'
35	10.00' x 10.00'	10.00'
36	10.00' x 10.00'	10.00'
37	10.00' x 10.00'	10.00'
38	10.00' x 10.00'	10.00'
39	10.00' x 10.00'	10.00'
40	10.00' x 10.00'	10.00'
41	10.00' x 10.00'	10.00'
42	10.00' x 10.00'	10.00'
43	10.00' x 10.00'	10.00'
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45	10.00' x 10.00'	10.00'
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67	10.00' x 10.00'	10.00'
68	10.00' x 10.00'	10.00'
69	10.00' x 10.00'	10.00'
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79	10.00' x 10.00'	10.00'
80	10.00' x 10.00'	10.00'
81	10.00' x 10.00'	10.00'
82	10.00' x 10.00'	10.00'
83	10.00' x 10.00'	10.00'
84	10.00' x 10.00'	10.00'
85	10.00' x 10.00'	10.00'
86	10.00' x 10.00'	10.00'
87	10.00' x 10.00'	10.00'
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89	10.00' x 10.00'	10.00'
90	10.00' x 10.00'	10.00'
91	10.00' x 10.00'	10.00'
92	10.00' x 10.00'	10.00'
93	10.00' x 10.00'	10.00'
94	10.00' x 10.00'	10.00'
95	10.00' x 10.00'	10.00'
96	10.00' x 10.00'	10.00'
97	10.00' x 10.00'	10.00'
98	10.00' x 10.00'	10.00'
99	10.00' x 10.00'	10.00'
100	10.00' x 10.00'	10.00'

NO.	BOOK	PAGE	DATE	REVISION
1	1000	100	10/1/10	10/1/10

LEGEND

EXISTING ROAD

EXISTING LOT

EXISTING LOT

NOTE

ALL ROADS SHALL BE DEED TO THE COUNTY AFTER COMPLETION AND APPROVAL.

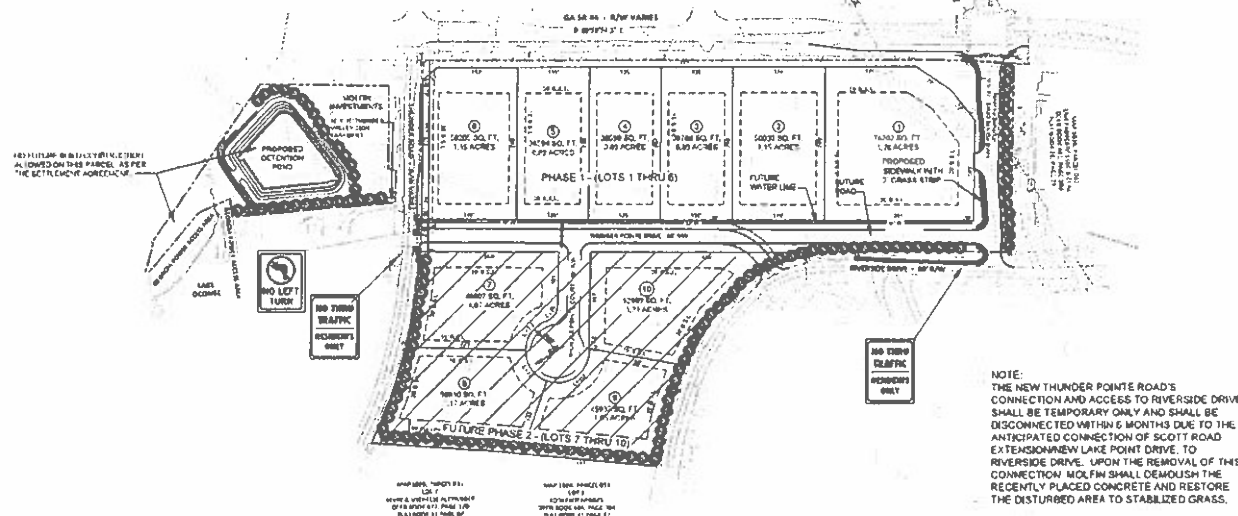
NOTE

A SIGNAL PERMIT MODIFICATION SHALL BE ISSUED FOR THE EXISTING TRAFFIC SIGNAL AT THE INTERSECTION OF SR 44 AND SCOTT ROAD.

SITE DATA

PROPERTY ACRES	14.00 ACRES
PROPERTY ZONING	C-1 - COMMERCIAL
TOTAL LOTS	10 LOTS
BUILDING SETBACKS HWY 40	
FRONT	30'
SIDE YARD	15'
REAR	25'
BUILDING SETBACKS	
FRONT	30'
SIDE YARD	15'
REAR	25'
WATER	PEDIMENT WATER
SEWER	PEDIMENT WATER

THUNDER VALLEY COMMERCIAL DEVELOPMENT AUGUST, 2025
SETTLEMENT AGREEMENT ON FILE WITH PUTNAM COUNTY AND
THUNDER VALLEY HOA IS INCORPORATED HEREIN BY REFERENCE
AND SHALL GOVERN THIS COMMERCIAL DEVELOPMENT.



OWNER / DEVELOPER

MOLFIN INVESTMENTS
100 BARRINGER INDUSTRIAL PARKWAY
EASTON, GEORGIA 31024
PHONE: (770) 444-1111
FAX: (770) 444-1112

COUNTY RECORDS

HEREIN, COUNTY THAT THE FOLLOWING PLAN HAS BEEN FILED TO COMPLETE THE RECORDING OF THE PUTNAM COUNTY DEVELOPMENT RECORDS.

DATE: _____ COUNTY: _____

PUTNAM COUNTY DEVELOPMENT

HEREIN, COUNTY THAT THE FOLLOWING PLAN HAS BEEN FILED TO COMPLETE THE RECORDING OF THE PUTNAM COUNTY DEVELOPMENT RECORDS.

DATE: _____ COUNTY: _____

CELEBRATION OF THE PLAN'S DEVELOPMENT

HEREIN, COUNTY THAT THE FOLLOWING PLAN HAS BEEN FILED TO COMPLETE THE RECORDING OF THE PUTNAM COUNTY DEVELOPMENT RECORDS.

DATE: _____ COUNTY: _____

STATE OF GEORGIA

HEREIN, COUNTY THAT THE FOLLOWING PLAN HAS BEEN FILED TO COMPLETE THE RECORDING OF THE PUTNAM COUNTY DEVELOPMENT RECORDS.

DATE: _____ COUNTY: _____

PUTNAM COUNTY

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DATE: _____ COUNTY: _____

STATE OF GEORGIA

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PUTNAM COUNTY

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STATE OF GEORGIA

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PUTNAM COUNTY

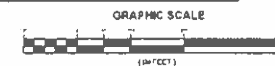
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DATE: _____ COUNTY: _____

STATE OF GEORGIA

HEREIN, COUNTY THAT THE FOLLOWING PLAN HAS BEEN FILED TO COMPLETE THE RECORDING OF THE PUTNAM COUNTY DEVELOPMENT RECORDS.

DATE: _____ COUNTY: _____



THUNDER POINT
COMMERCIAL SUBDIVISION
LAKE OCHEE PARKWAY (HWY 44) AT THUNDER ROAD
LAND LOT NO. 388.3 RD LAND DISTRICT
PUTNAM COUNTY, GEORGIA

LANDMARK
DESIGN - CONSTRUCTION
MOLFIN INVESTMENTS
100 BARRINGER INDUSTRIAL PARKWAY
EASTON, GEORGIA 31024
PHONE: (770) 444-1111
FAX: (770) 444-1112



REVISIONS

NO.	DATE	DESCRIPTION
1	10/1/10	10/1/10



THUNDER POINT

C-1.0

Exhibit “B” List of 21 Individual Appellants

1. Joanna Stovall, 138 Thunder Road
2. Keith Palmer, 106 Thunder Road
3. Lisa Petersen & Robert Nariss, 142 Thunder Road
4. Jerry Ellerbee, 116 Thunder Road
5. Eric Estroff, 150 Riverside Drive
6. Renee & Paul Burgdorf, 122 Thunder Road
7. Mark Lecraw, 112 Riverside Drive
8. Steven Petersen, 114 Riverside Drive (Lots 6, 8, 9, 10 and 11)
9. Thomas Parham, 142 Riverside Drive
10. Bruce Beaty, 126A Thunder Road
11. Jerry Donovan, 144 Thunder Road
12. James Kevin Simpson, 146 Riverside Drive
13. Deborah Chapman, 130 Thunder Rd.
14. Fran Rose, 140B Thunder Rd.
15. Coy Powell, 146 Thunder Rd.
16. Jack Lawrence, 133 Thunder Rd.
17. Michelle Sheintal, 134 Thunder Rd.
18. Keith and Katherine Keeney, 114 Thunder Rd.
19. Renee & Mark Gordon, 106 Clack Circle
20. Anthony Romano, 140 Thunder Road
21. Brian Adamo, 104 Thunder Road

File Attachments for Item:

4. Authorization for Chairman to sign revised Intergovernmental Agreement for the Use and Distribution of Proceeds from SPLOST (SPLOST #10) (staff-CM)

**REVISED INTERGOVERNMENTAL AGREEMENT FOR THE USE AND
DISTRIBUTION OF PROCEEDS FROM SPLOST**

THIS INTERGOVERNMENTAL AGREEMENT, (this “Agreement”) is made and entered into as of the 27th day of August 2025, by and between PUTNAM COUNTY, GEORGIA, a political subdivision of the State of Georgia (the “County”), and the CITY OF EATONTON, GEORGIA, a municipal corporation of the State of Georgia (the “City”).

W I T N E S S E T H:

WHEREAS, O.C.G.A. § 48-8-110 *et seq.* (the “Act”), authorizes the levy of a one percent County Special Purpose Local Option Sales Tax (the “SPLOST”) for the purpose of financing capital outlay projects for the use and benefit of the County and qualified municipalities within the County; and

WHEREAS, the County and City met to discuss possible projects for inclusion in the SPLOST referendum on the 17th day of March, 2025 in conformance with the requirements of O.C.G.A. § 48-8-111 (a); and

WHEREAS, the County and the City have negotiated a division of the Special Purpose Local Option Sales Tax proceeds as authorized by the Act.

NOW, THEREFORE, in consideration of the mutual promises and understandings made in this Agreement, and for other good and valuable consideration, the County and the Municipalities consent and agree as follows:

ARTICLE 1.

EFFECTIVE DATE

This Agreement shall become effective upon its execution and shall continue in effect until the rejection by the electors of the County of the imposition of the SPLOST at the November 4, 2025 election or the termination of the proposed SPLOST, whichever occurs first. The SPLOST, subject to approval by the electors of the County, shall continue for a period of six years (24 quarters) with collections beginning on April 1, 2026.

ARTICLE 2.

RATE OF TAX & TERM

The City and County agree the rate of the tax shall be 1 percent and shall be levied for 6 years.

ARTICLE 3.

SPLOST PROJECTS

- (a) The parties agree Exhibit A to this Agreement represents the list of projects proposed to be funded by the SPLOST.
- (b) The parties agree Exhibit A provides and includes the estimated or projected dollar amounts allocated for each transportation purpose from the SPLOST.
- (c) The parties agree the order in which the projects and purposes listed in Exhibit A shall represent the priority or order in which those projects and purposes will be fully or partially funded.

ARTICLE 4.

DISTRIBUTION AND MAINTENANCE OF TAX PROCEEDS

- (a) The proceeds raised by implementation of the SPLOST shall be distributed pursuant to O.C.G.A. § 48-8-115(b) as follows:
 - i. One percent of the amount collected shall be paid into the general fund of the state treasury pursuant to O.C.G.A. § 48-8-115(a)(1);
 - ii. The parties agree that the County shall receive proceeds in the estimated amount of nine million one hundred thousand dollars and zero cents (\$9,100,000.00) for the construction of a Level I County-Wide Project (the "Level I Project") consisting of Jail Renovation. The parties further agree the Level I Project shall be fully funded, based on the actual cost of construction, prior to the calculation of distributions to the City and County for all other projects funded pursuant to this Agreement.
 - iii. The remaining balance to be distributed between the parties as follows: 69% to the County, 31% to the City.
- (b) Upon receipt by the County of SPLOST proceeds collected by the State Department of Revenue, the County shall immediately deposit said proceeds in the SPLOST Fund. The monies in the SPLOST Fund shall be held and applied to the cost of acquiring, constructing and installing the County capital outlay projects listed in Exhibit A.
- (c) The County, following deposit of the SPLOST proceeds in the SPLOST Fund, shall within 10 business days disburse the SPLOST proceeds due to the City according to the schedule in Exhibit A. The proceeds shall be deposited in the separate funds established by the City. Such distribution shall be proportionate to the total revenue to be distributed between the parties.
- (d) The parties agree that each approved SPLOST project associated with this

Agreement shall be completed or substantially completed within five years of the termination of the SPLOST. Any SPLOST proceeds held by the County or City at the end of the five year period shall, for the purposes of this Agreement, be disposed of as provided under O.C.G.A. § 48-8-121(g)(2).

(e) Should the City cease to exist as a legal entity before all funds are distributed under this Agreement, that City's share of the funds subsequent to dissolution shall be paid to the County as part of the County's share unless an act of the Georgia General Assembly makes the defunct City part of another successor municipality. If such an act is passed, the defunct City's share shall be paid to the successor municipality in addition to all other funds to which the successor municipality would otherwise be entitled.

(f) The parties agree that any proceeds from the SPLOST received by the parties shall be maintained in separate accounts and utilized exclusively for the purposes specified in this Agreement.

(g) The County shall administer the SPLOST Fund to effectuate the terms of this Agreement and shall be reimbursed for the actual costs of administration of the SPLOST Fund.

(h) During the term of this Agreement, the distribution and use of all SPLOST proceeds deposited in the County SPLOST Fund and the City SPLOST fund shall be audited annually by an independent certified public accounting firm in accordance with O.C.G.A. § 48-8-121 (a)(2). The parties shall be responsible for the cost of their respective audits. The parties agree to cooperate with the independent certified public accounting firm in any audit by providing all necessary information.

ARTICLE 5.

MISCELLANEOUS

(a) Any controversy arising under this Agreement shall be heard before the Superior Court of Putnam County. Any party seeking to enforce this Agreement shall be entitled to reasonable costs and attorney's fees related to the enforcement of the obligations of this Agreement. Prior to any action brought to enforce the obligations under this agreement, the parties agree to submit any controversy arising under this Agreement to mediation for a resolution. The parties to the mediation shall mutually select a neutral party to serve as mediator. Costs of mediation shall be shared equally among the parties to the mediation.

(b) Should any phrase, clause, sentence or paragraph herein contained be held invalid or unconstitutional, it shall in nowise affect the remaining provisions of this Agreement, which said provisions shall remain in full force and effect.

(c) This Agreement may be executed in several counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

(d) This Agreement shall be construed and enforced in accordance with the laws of the State of Georgia.

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized officers, have caused this Agreement to be executed in multiple counterparts under seals as of the day and year first above written.

CITY OF EATONTON, GEORGIA

By: _____
John Reid, Mayor

Date signed: _____

(SEAL)

Attest:

Clerk

PUTNAM COUNTY BOARD OF
COMMISSIONERS, GEORGIA

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

Date signed: _____

(SEAL)

Attest:

Clerk

EXHIBIT A

County Projects	Estimated Costs
Jail Renovation Project	\$9,100,000.00
Sheriff Office Vehicles	\$2,200,000.00
EMS Ambulances and Equipment	\$2,500,000.00
Fire Department Trucks, Equipment, Debt Service and Improvements	\$7,500,000.00
Public Works Heavy Duty Trucks and Equipment	\$850,000.00
Putnam General Hospital	\$3,700,000.00
Recreation Department-Pickleball, Lighting, Facility Improvements at JDP and PRC	\$2,100,000.00
Golf Course Equipment and Course Upgrades	\$980,000.00
Public Building Improvements	\$750,000.00
Oconee Springs Park Improvements	\$1,400,000.00
County Extension Office	\$2,800,000.00
Animal Services Vehicles and Building	\$200,000.00
Public Works Roads and Bridges	\$277,000.00

City Projects	Estimated Costs
Gas Department Tools & Equipment	\$900,000.00
Gas Line Expansion	\$600,000.00
Gas Department Vehicles	\$100,000.00
Police Vehicles	\$1,000,000.00
Police Tools & Equipment	\$255,000.00
Fire Trucks/Vehicles	\$1,066,000.00
Fire Tools & Equipment	\$225,000.00
Roads/Bridges/Sidewalks/Drainage	\$3,500,000.00
Streets Department Tools & Equipment	\$810,000.00
Streets Department Vehicles	\$512,000.00
City Shop Tools & Equipment	\$50,000.00
Buildings & Grounds Tools & Equipment	\$25,000.00
Public Buildings & Site Improvements	\$1,872,551.00
Senior Center Vehicles	\$70,000.00
Blight Remediation	\$300,000.00
City Hall Furnishings & Equipment	\$45,000.00